As filed with the Securities and Exchange Commission on June 25, 2021

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Xponential Fitness, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**7991**	**84-4395129**
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

17877 Von Karman Ave, Suite 100
Irvine, CA, 92614
(949) 346-3000

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Anthony Geisler
Chief Executive Officer
Xponential Fitness, Inc.
17877 Von Karman Ave, Suite 100
Irvine, CA, 92614
(949) 346-3000

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copies to:

Alan F. Denenberg **Stephen Salmon** **Jason Bassetti** **Davis Polk & Wardwell LLP** **1600 El Camino Real** **Menlo Park, California** **(650) 752-2000**	**Ian D. Schuman** **Stelios G. Saffos** **Scott W. Westhoff** **Latham & Watkins LLP** **885 Third Avenue** **New York, New York 10022** **(212) 906-1200**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	**Proposed Maximum Aggregate Offering Price(1)(2)**	**Amount of Registration Fee**
Class A Common Stock, par value $0.0001 per share	$100,000,000	$10,910

(1) Includes shares of Class A common stock subject to the underwriters' option to purchase additional shares.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

Subject to Completion
Preliminary Prospectus dated , 2021

PROSPECTUS

CLASS A COMMON STOCK
SHARES

This is Xponential Fitness, Inc.'s initial public offering. We are selling shares of our Class A common stock.

We expect the public offering price to be between $ and $ per share. Currently, no public market exists for the shares. We have applied to list the shares of our Class A common stock for trading on the New York Stock Exchange ("NYSE") under the symbol "XPOF." Upon the completion of this offering, we will have two classes of common stock. Each of our Class A common stock offered hereby and our Class B common stock will have one vote per share.

Certain affiliates of MSD Partners, L.P. (the "MSD Investors"), a fund within the D. E. Shaw group and a fund managed by Redwood Capital Management, LLC (the "Preferred Investors") have entered into an agreement with us pursuant to which they have agreed to purchase $200 million of our Series A Convertible Preferred Stock (the "Convertible Preferred") in a private placement. The Convertible Preferred will have a conversion price equal to $ per share (assuming an initial public offering price of $ per share) and will be mandatorily convertible under certain circumstances and redeemable at the option of the holder beginning on the date that is eight years from the consummation of this offering or upon the acquisition of more than 50% of our voting power by person or group.

We will use all of the net proceeds from this offering (including net proceeds received if the underwriters exercise their option to purchase additional shares of Class A common stock in full), together with the $200 million in proceeds we expect to receive from the sale of Convertible Preferred (i) to acquire newly-issued membership interests ("LLC Units") and Preferred Units (as defined herein) from Xponential Intermediate Holdings LLC ("Xponential Holdings LLC"), in the case of LLC Units, at a purchase price per LLC Unit equal to the initial public offering price per share of Class A common stock after deducting underwriting discounts and commissions, (ii) purchase all of the shares of LCAT Franchise Fitness Holdings, Inc. ("LCAT") from LCAT shareholders for $ million and (iii) to acquire LLC Units from certain Pre-IPO LLC Members, including Anthony Geisler, our Chief Executive Officer, at a purchase price per LLC Unit equal to the initial public offering price of Class A common stock. We will cause Xponential Holdings LLC to use the proceeds from the issuance of the LLC Units and Preferred Units to us (i) to repay approximately $ million of outstanding borrowings under our Term Loan, (ii) to pay $ million of prepayment penalties and accrued interest, (iii) to pay fees and expenses of approximately $ million in connection with this offering and the Reorganization Transactions, (iv) to redeem for $ million the Series A-5 preferred interests held by certain of the Continuing Pre-IPO Members, including affiliates of Anthony Geisler, our Chief Executive Officer and (v) the balance for working capital.

We are an "emerging growth company" as defined under the federal securities laws and, as such, we have elected to comply with certain reduced reporting requirements for this prospectus and may elect to do so in future filings.

Following this offering, we will be a "controlled company" within the meaning of the corporate governance rules of the NYSE. See "Organizational Structure" and "Management—Controlled Company."

The consummation of this offering and the sale of the Convertible Preferred are conditional on each other, and are scheduled to close substantially simultaneously with each other.

Investing in our Class A common stock involves risks that are described in the " Risk Factors" section beginning on page 32 of this prospectus.

	PER SHARE	TOTAL
Public offering price	$	$
Underwriting discount(1)	$	$
Proceeds, before expenses, to us	$	$

(1) See "Underwriting" for additional information regarding underwriter compensation.

The underwriters may also exercise their option to purchase up to an additional shares of our Class A Common Stock from us at the public offering price, less the underwriting discount, for 30 days after the date of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The shares will be ready for delivery on or about , 2021.

BofA Securities **Jefferies** **Morgan Stanley**

Guggenheim Securities **Citigroup** **Piper Sandler**

Baird **Raymond James**

The date of this prospectus is , 2021.

Table of Contents

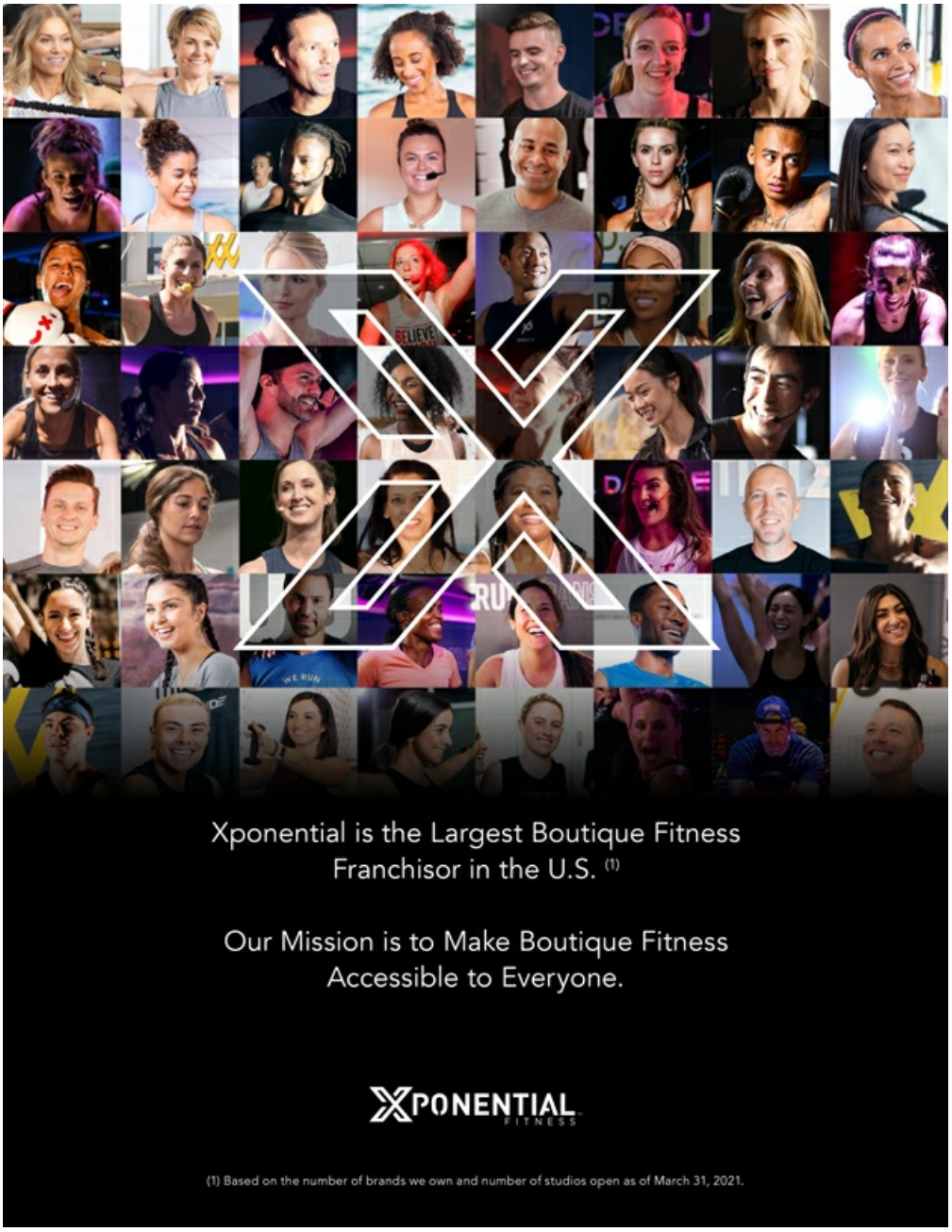


Table of Contents

Table of Contents

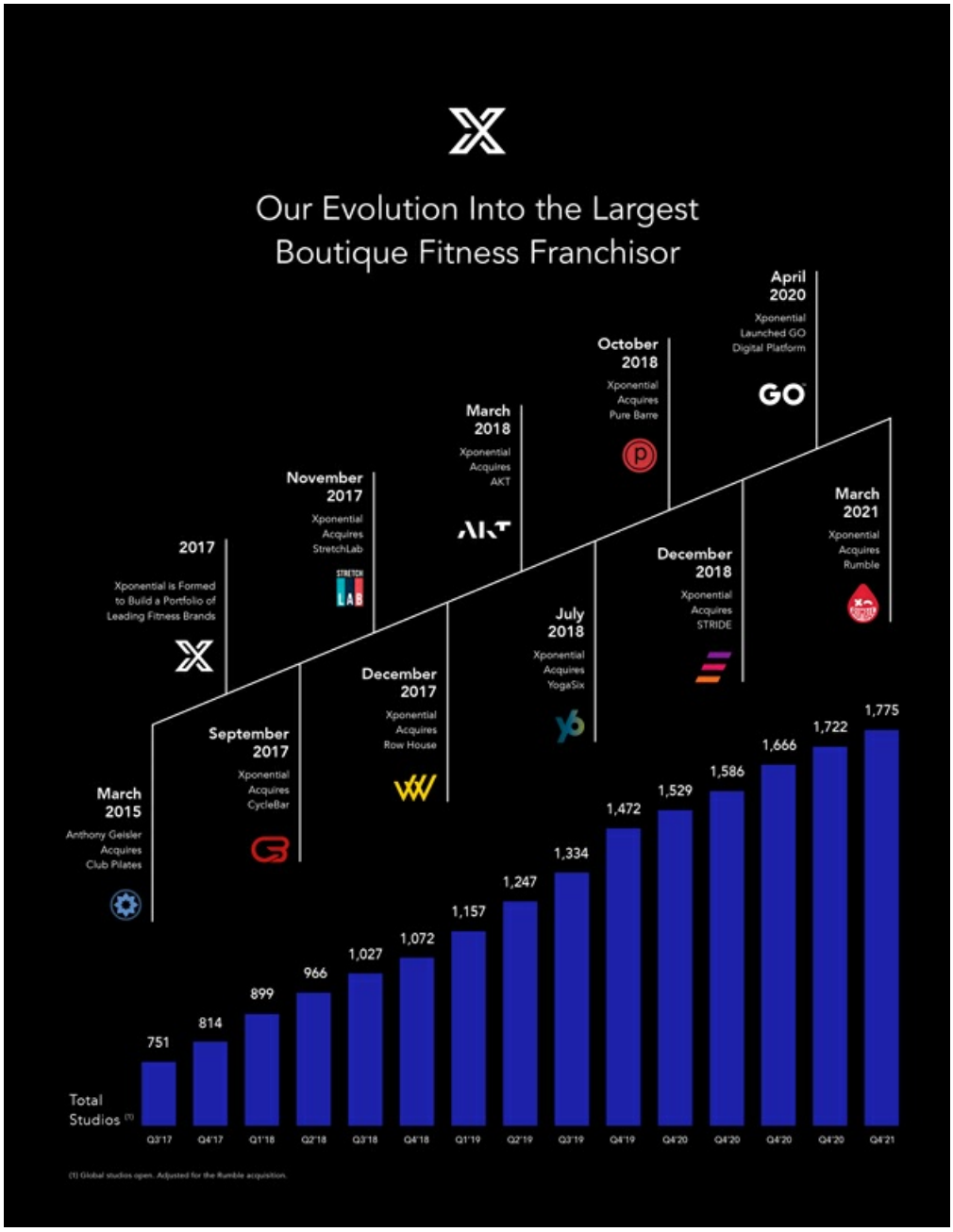


Table of Contents

Table of Contents

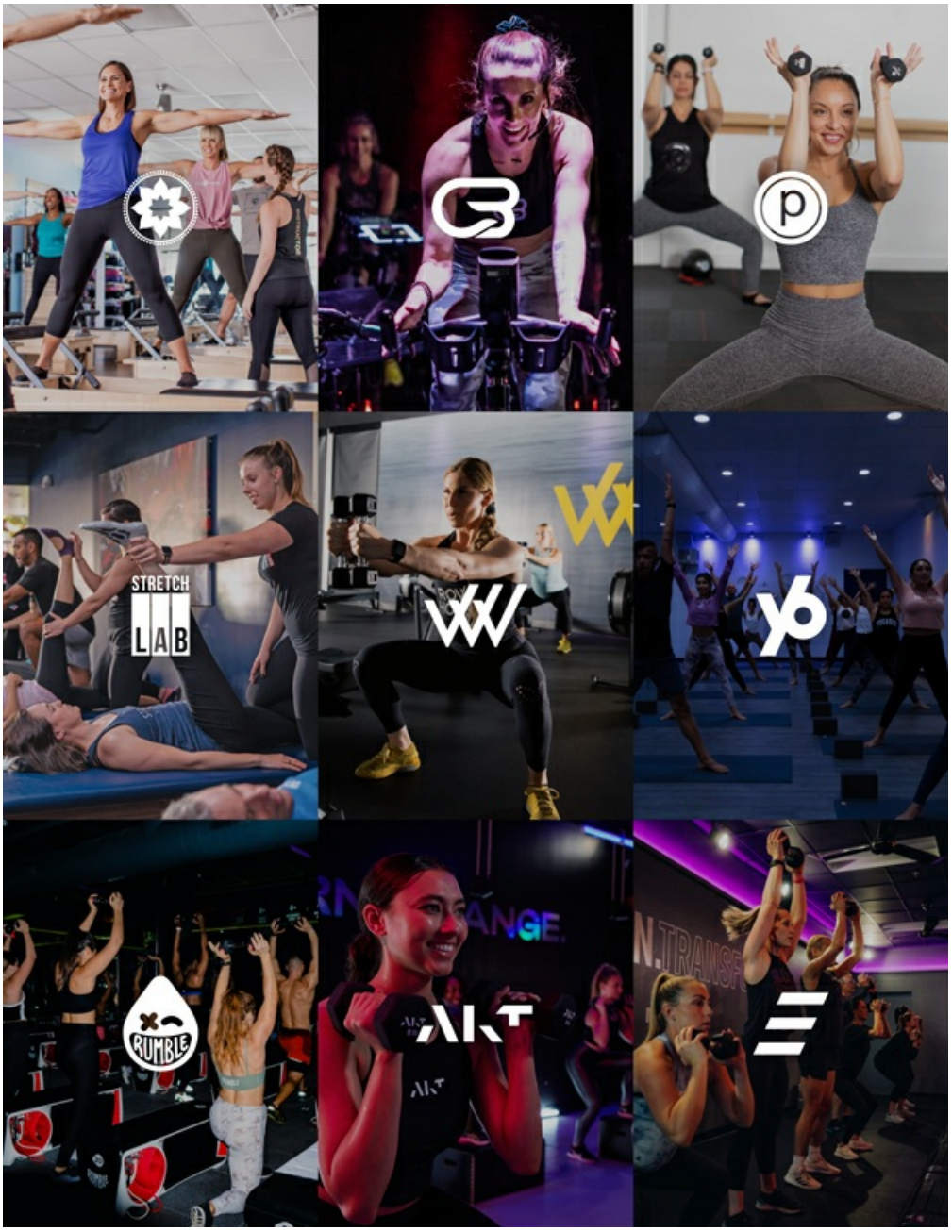


TABLE OF CONTENTS

Unless otherwise indicated or the context otherwise requires, all references in this prospectus to "we," "us," "our," the "company," "Xponential Fitness," "Xponential" and similar terms refer (i) for periods prior to giving effect to the Reorganization Transactions (as defined under "Organizational Structure—The Reorganization Transactions"), to Xponential Holdings LLC together with its consolidated subsidiaries and (ii) for periods beginning on the date of and after giving effect to the Reorganization Transactions, to Xponential Fitness, Inc. together with its consolidated subsidiaries, including Xponential Holdings LLC and Xponential Fitness LLC. Also, unless otherwise indicated or the context otherwise requires, all information in this prospectus gives effect to the Reorganization Transactions. We are a holding company and, upon the completion of this offering, we will hold substantially all of our assets and conduct substantially all of our business through Xponential Fitness LLC, a subsidiary of Xponential Holdings LLC.

We and the underwriters have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may provide you. We and the underwriters are offering to sell, and seeking offers to buy, shares of our Class A common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of our Class A common stock. Our business, financial condition, results of operations and prospects may have changed since the date set forth on the cover page of this prospectus.

Until , 2021 (25 days after the commencement of this offering), all dealers that buy, sell or trade our Class A common stock, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

Market and Industry Data

This prospectus includes industry and market data that we obtained from periodic industry publications, third-party studies and surveys, filings of public companies in our industry, third-party analyses and internal company surveys. These sources include government and industry sources. Industry publications and surveys generally state that the information contained therein has been obtained from sources believed to be reliable. Although we believe the industry and market data to be reliable as of the date of this prospectus, this information could prove to be inaccurate. Industry and market data could be wrong because of the method by which sources obtained their data and because information cannot always be verified with complete certainty due to the limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties. In addition, we do not know all of the assumptions regarding general economic conditions or growth that were used in preparing the forecasts from the sources relied upon or cited herein.

The information contained in this prospectus concerning our industry and the market in which we operate, including our general expectations and market position, market opportunity and market size, is based on the information described above, on assumptions that we have made based on that data and similar sources, third-party analyses by Buxton Company and on our knowledge of the markets for our brands. This information involves a number of assumptions and limitations and is inherently imprecise and you are cautioned not to give undue weight to these estimates. In addition, the industry in which we operate, as well as the projections, assumptions and estimates of our future performance and the future performance of the industry in which we operate, are subject to a high degree of uncertainty and risk due to a variety of factors, including those described in "Risk Factors" and elsewhere in this prospectus, that could cause results to differ materially from those expressed in these publications and other sources.

We commissioned Frost & Sullivan to conduct an independent analysis to assess the total addressable market on the U.S. boutique fitness market. The estimates provided by Frost & Sullivan include the impact of the coronavirus ("COVID-19") pandemic.

Non-GAAP Financial Measures

This prospectus contains references to adjusted EBITDA, which is a financial measure not required by, or presented in accordance with, generally accepted accounting principles in the United States ("GAAP"). We use adjusted EBITDA when planning, monitoring, and evaluating our performance. We believe that adjusted EBITDA is an appropriate measure of our operating performance because it eliminates the impact of expenses that we do not believe reflect our underlying business performance.

We believe that adjusted EBITDA, viewed in addition to, and not in lieu of, our reported GAAP results, provides useful information to investors regarding our performance and overall results of operations because it eliminates the impact of other items that we believe reduce the comparability of our underlying core business performance from period to period and is therefore useful to our investors in comparing the core performance of our business from period to period. In addition, other companies, including companies in our industry, may calculate adjusted EBITDA differently, which reduces its usefulness as a comparative measure. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Financial Measures" for the definition of adjusted EBITDA and a reconciliation to net loss, the most directly comparable financial measure calculated in accordance with GAAP.

Basis of Presentation

Throughout this prospectus, we provide a number of key performance indicators used by management and typically used by our competitors in the franchise industry, including same store sales, system-wide sales and average unit volume ("AUV"). These are operating measures that include sales by franchisees that are not revenue realized by us in accordance with GAAP. While we do not record sales by franchisees as revenue and such sales are not included in our consolidated financial statements, we believe that these operating measures aid in understanding how we derive our royalty and marketing revenue and are important in evaluating our performance. Same store sales refers to period-over-period sales comparisons for the base of studios (which we define to include studios in North America that have been open for at least 13 calendar months as of the measurement date). System-wide sales represent gross sales by all studios globally, which includes sales by franchisees that are not revenue recognized by us in accordance with GAAP. While we do not record sales by franchisees as revenue, and such sales are not included in our consolidated financial statements, this operating metric relates to our revenue because our royalty and marketing revenue are calculated based on a percentage of franchised studio sales. AUV consists of the average sales for the trailing 12 calendar months for all studios in North America that have been open for at least 13 calendar months as of the measurement date. AUV is calculated by dividing sales during the applicable period for all studios being measured by the number of studios being measured. Quarterly run-rate AUV is calculated as the quarterly AUV multiplied by four, for North American studios that are at least 6 months old at the beginning of the respective quarter. Monthly run-rate AUV is calculated as the monthly AUV multiplied by twelve, for North American studios that are at least 6 months old at the beginning of the respective month. AUV and other key performance indicators are discussed in more detail in "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Performance Indicators."

All key performance indicators, except Adjusted EBITDA, provided throughout this prospectus are presented on an adjusted basis to reflect historical information of brands we acquired in 2017, 2018 and 2021 and therefore include time periods during which certain of our brands were operated by our predecessors. We acquired Club Pilates and CycleBar in September 2017, Stretch Lab in November 2017, Row House in December 2017, AKT in March 2018, Yoga Six in July 2018, Pure Barre in October 2018, Stride in December 2018 and Rumble in March 2021.

References throughout this prospectus to comparisons to industry competitors are as of March 31, 2021.

References throughout this prospectus to "North America" refer to the United States and Canada and references to "international" refer to countries other than the United States and Canada.

References throughout this prospectus to the sale or selling of a license refer to the grant of a right to a third party to access our intellectual property and all other services that we provide under our franchise agreements.

References throughout this prospectus to the number of licenses sold in North America and globally reflect the cumulative number of licenses sold by us (or, outside of North America, by our master franchisees), since inception through the date indicated. Licenses contractually obligated to open refer to licenses sold net of opened studios and terminations. Licenses contractually obligated to be sold internationally reflect the number of licenses that master franchisees are contractually obligated to sell to franchisees outside of North America under master franchise agreements.

References throughout this prospectus to an "open" studio refer to any studio that has conducted classes and is operational, although such studio may have temporarily suspended in-person classes for a period of time due to the COVID-19 pandemic.

PROSPECTUS SUMMARY

This summary highlights selected information that is presented in greater detail elsewhere in this prospectus. This summary does not contain all of the information you should consider before investing in our Class A common stock. You should read this entire prospectus carefully, including "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes thereto included elsewhere in this prospectus, before deciding whether to invest in our Class A common stock.

Xponential Fitness, Inc.

Xponential Fitness is a curator of leading boutique fitness brands across multiple verticals. Our mission is to make highly specialized workouts in motivating, community-based environments accessible to everyone. We are the largest boutique fitness franchisor in the United States with over 1,750 studios operating across nine distinct brands. Our diversified portfolio of brands spans a variety of fitness and wellness verticals, including Pilates, barre, cycling, stretch, rowing, yoga, boxing, dance and running. By leveraging our network of over 1,400 franchisees, we are able to capitalize on popular and proven fitness modalities to rapidly and efficiently expand boutique fitness experiences globally. Collectively, our brands offer consumers engaging experiences that appeal to a broad range of ages, fitness levels and demographics. Across our system, over 850,000 unique consumers completed nearly 20 million in-studio, live stream and virtual workouts in 2020. The foundation of our business is built on strong partnerships with franchisees. We provide franchisees with extensive support to help maximize the performance of their studios and enhance their return on investment. In turn, this partnership accelerates our growth and increases our profitability. We believe our unique combination of a scaled multi-brand offering, resilient franchise model with strong unit economics and integrated platform has enabled us to build our leading market position in the large and growing U.S. boutique fitness industry.

Our Market Leading Brand Portfolio

CLUB PILATES

- Largest Pilates brand, created with the vision to make Pilates more accessible, approachable and welcoming to everyone
- 633 studios

pure barre

- Largest barre brand; offers an effective, low-impact workout for all ages and fitness levels
- 589 studios

CYCLEBAR

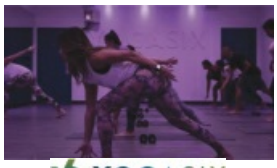
- Largest indoor cycling brand, offering an inclusive low-impact/high intensity indoor cycling experience for all ages and experience levels
- 226 studios

STRETCH LAB

- First to offer 1x1 assisted stretching classes
- Highly complementary with our other brands
- 109 studios

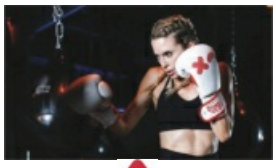
ROW HOUSE

- Largest rowing brand, offering full body/low impact workout which has revolutionized the way people view indoor rowing
- 87 studios

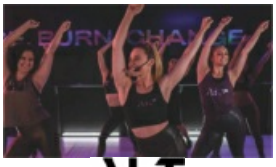


YOGASIX

- Largest franchised yoga brand, dedicated to the evolution and modernization of yoga
- 93 studios



- Boxing-based concept offering a 10-round, high energy cardio workout split between boxing drills and resistance training
- 13 studios



- Dance-based cardio concept founded by celebrity trainer Anna Kaiser combining dance, intervals and strength training
- 20 studios

STRIDE

- Treadmill-based cardio and strength workout, offering coached interval running classes for all fitness levels
- 5 open studios

Note: Studio counts as of March 31, 2021.

We carefully built the Xponential Fitness brand portfolio through a series of acquisitions, targeting select health and wellness verticals. In curating our portfolio, we identified brands with exceptional programming and a loyal consumer base which we believed would benefit from our operational expertise, franchising experience and scaled platform. With over 245 years of collective industry experience, our management team and brand presidents are the driving force behind our operational excellence. We have established a proven operational model (the "Xponential Playbook") that helps franchisees generate compelling studio economics. This model has allowed us to provide extensive support to franchisees during the COVID-19 pandemic. The key pillars of our Xponential Playbook include:

- *optimizing the studio prototype and investment cost;*
- *thoroughly vetting franchisee candidates;*
- *real estate identification, site selection, studio build-out and design assistance;*
- *comprehensive pre-opening support, including membership sales, marketing support, employee training and programming development;*
- *detailed studio-level operational framework and best practices;*
- *intensive instructor and studio-level management training;*
- *our robust digital platform offerings that allow franchisees to generate incremental revenue;*
- *data-driven analytical tools to support marketing strategies, member acquisition and retention;*
- *sophisticated technology systems, including uniform point-of-sale and reporting systems, to drive studio-level performance;*
- *centralized model capable of providing resources to franchisees in the event of exceptional crises, such as the COVID-19 pandemic; and*
- *ongoing monitoring and support to promote success.*

The Xponential Playbook is designed to help franchisees achieve compelling AUVs, strong operating margins and an attractive return on their invested capital. Studios are generally designed to be between 1,000 and 2,500 square feet in size, depending on the brand. The smaller box format contributed to a relatively low average initial franchisee investment of approximately $350,000 in 2019 and 2020. By utilizing the Xponential Playbook, our model is generally designed to generate, on average, an AUV of $500,000 in year two of operations and studio-level operating margins ranging between 25% and 30%, resulting in an unlevered cash-on-cash return of approximately 40%.

We believe our integrated platform, which supports our nine brands, is a unique competitive advantage in the boutique fitness industry and enables us to accelerate growth and enhance operating margins. Our multi-brand offering results in higher franchisee lead flow and conversion, which lowers franchisee acquisition costs. Existing franchisees also serve as an embedded pipeline for continued expansion across our brands. As a result of our scale, we benefit from greater access to real estate and favorable vendor relationships. Additionally, we leverage shared corporate services across franchise sales, real estate, supply chain, merchandising, information technology, finance, accounting and legal. As an integrated platform, we utilize technology to provide improved functionality, drive

efficiency and access compelling data across our brands. Our robust digital platform, with content spanning all of our brands, is an important example of our ability to utilize our integrated platform to enhance our individual brand offerings and member retention. We also benefit from knowledge sharing and best practices across the portfolio. We believe that we are in the early stages of unlocking the power of our platform and driving long-term growth.

As a franchisor, we benefit from multiple highly predictable and recurring revenue streams that enable us to scale our franchised studio base in a capital efficient manner. As of March 31, 2021, franchisees were contractually committed to open an additional 1,391 studios in North America. Converting our current pipeline of licenses sold to open studios in North America would nearly double our existing franchised studio base. Based on our internal and third-party analyses by Buxton Company, we estimate that franchisees could have a total of
approximately 6,900 studios in the United States alone. In addition, we had ten studios operating in four countries internationally and master franchisees were contractually obligated to sell licenses to franchisees to open an additional 693 studios in nine countries as of March 31, 2021.

Highlights of our platform's recent financial results and growth include:

- increased the number of open studios in North America from 813 as of December 31, 2017 to 1,712 as of December 31, 2020, representing a compound annual growth rate ("CAGR") of 28% and increased the number of open studios in North America from 1,527 as of March 31, 2020 to 1,765 as of March 31, 2021;

- increased cumulative North American franchise licenses sold from 1,498 as of December 31, 2017 to 3,273 as of December 31, 2020, representing a CAGR of 30%, and increased North American franchise licenses sold to 3,371 as of March 31, 2021. As of March 31, 2021, franchisees were contractually obligated to open a further 1,391 studios in North America. In addition, as of March 31, 2021, we had ten studios open internationally and master franchisees were contractually obligated to sell licenses to franchisees to open an additional 693 studios in nine countries;

- generated system-wide sales of $560 million and $442 million in 2019 and 2020, respectively, and $160 million and $132 million for the three months ended March 31, 2020 and 2021, respectively;

- generated average quarterly same store sales growth of 7% over the nine quarters ended March 31, 2020 and experienced a decline of 14% over the nine quarters ended March 31, 2021;

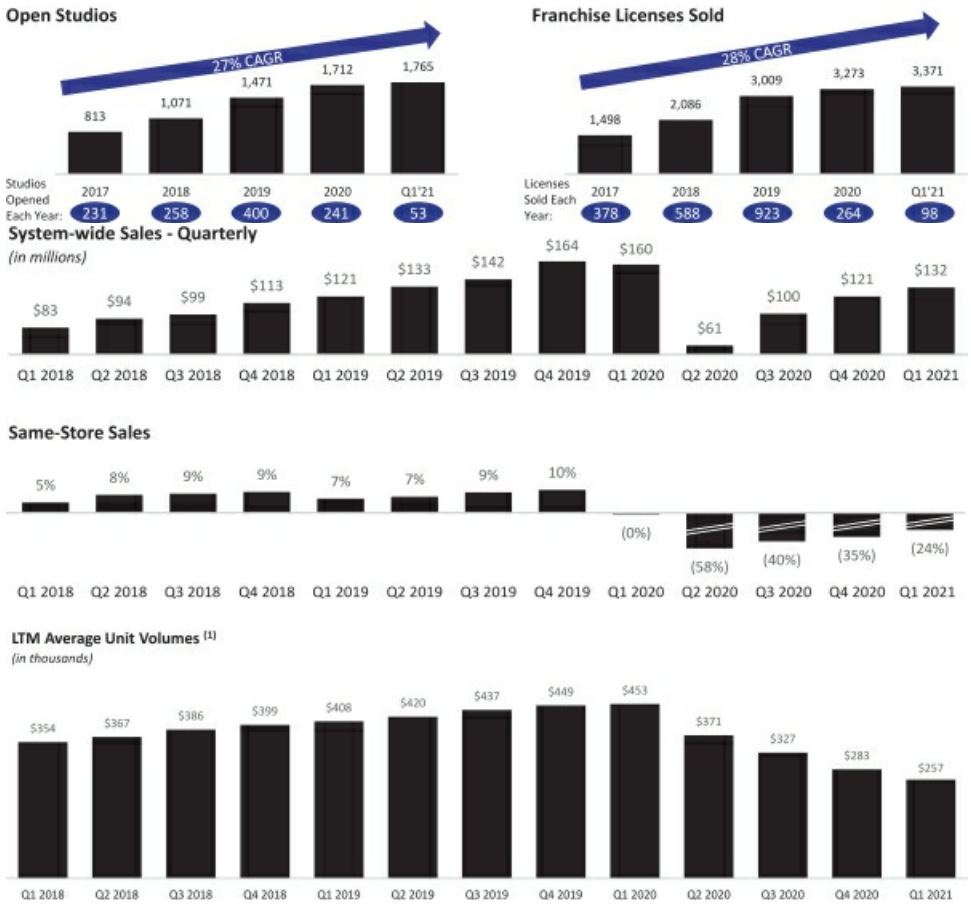
- experienced a decline in same store sales of 34% for the year ended December 31, 2020, and 0% and 24% for the three months ended March 31, 2020 and 2021, respectively, which reflects the impacts of the COVID-19 pandemic on studios;

- generated LTM AUV of $449 thousand and $283 thousand in 2019 and 2020, respectively, and $453 thousand and $257 thousand for the three months ended March 31, 2020 and 2021, respectively; and

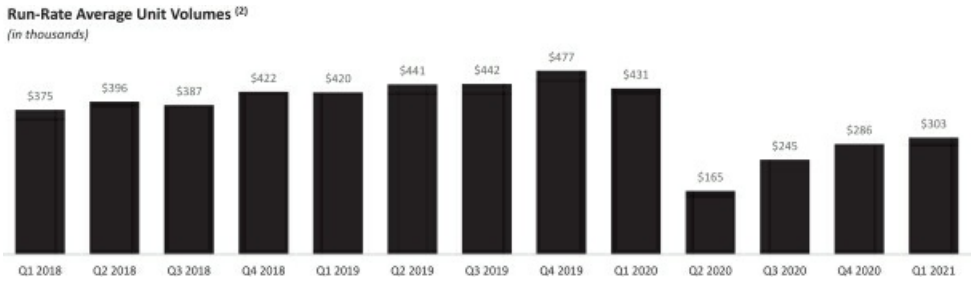
- generated a net loss of $37 million and $14 million in 2019 and 2020, respectively, and $2 million and $5 million for the three months ended March 31, 2020 and 2021, respectively.

All metrics above are presented on an adjusted basis to reflect historical information of the brands we acquired and therefore includes time periods during which certain of the brands were operated by our predecessors. We acquired Club Pilates and CycleBar in September 2017, Stretch Lab in November 2017, Row House in December 2017, AKT in March 2018, Yoga Six in July 2018, Pure Barre in October 2018, Stride in December 2018 and Rumble in March 2021.

As a result of the COVID-19 pandemic, our results of operations and the businesses of our franchisees were adversely affected beginning in March 2020 continuing through the remainder of 2020. The adverse effects of the COVID-19 pandemic have gradually begun to decrease in 2021 and have materially decreased in the second quarter of 2021 as vaccination rates in the United States have increased substantially and restrictions on indoor fitness classes have greatly decreased or been eliminated in most states. We believe that consumers will continue to return to boutique fitness at increasing levels in the second half of 2021 as recreational activity begins to return to more customary levels, and fitness activities begin to break from the solitary home fitness solutions that many consumers adopted during the COVID-19 pandemic.



(1) Represents LTM AUVs for North American studios open for 13+ months and adjusted for the Rumble acquisition.



(2) Represents run-rate AUVs for North American studios open for at least six months and adjusted for the Rumble acquisition. We calculate run-rate AUV as quarterly AUV multiplied by four, for studios that are at least six months old at the beginning of the respective quarter.

Note: The above data is presented for North America on an adjusted basis to reflect historical information of the brands we acquired and therefore includes time periods during which certain of the brands were operated by our predecessors. The franchise licenses sold chart reflects the cumulative number of licenses sold as of the period end. We acquired Club Pilates and CycleBar in September 2017, Stretch Lab in November 2017, Row House in December 2017, AKT in March 2018, Yoga Six in July 2018, Pure Barre in October 2018, Stride in December 2018, and Rumble in March 2021.

Our Industry

We operate in the large and growing boutique fitness segment of the broader health and fitness club industry. According to the International Health, Racquet & Sportsclub Association ("IHRSA"), the estimated size of the global health and fitness club industry was $96.7 billion in 2019, with more than 205,000 clubs serving over 184 million members. Prior to the COVID-19 pandemic, the U.S. health and fitness club industry experienced annual growth for more than 21 consecutive years. Since 2004, the industry had grown at a 6% CAGR, from approximately $14.8 billion in 2004 to approximately $35.0 billion in 2019.

Impact of the COVID-19 Pandemic and Expected Recovery.

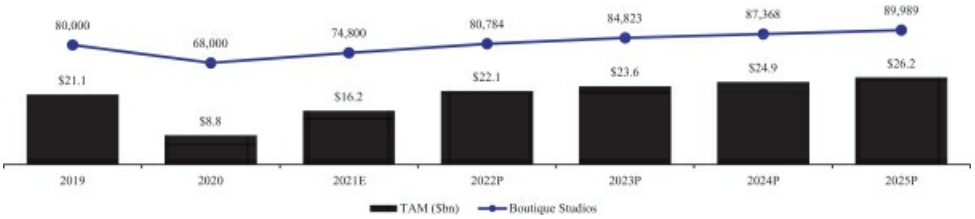
The health and fitness club industry contracted in 2020 as a result of the COVID-19 pandemic and related state and local government-mandated club and studio closures. While these restrictions had an adverse effect on the industry in 2020, we expect that the industry will recover as a result of growing consumer interest in health and wellness post-pandemic. According to IHRSA, as of the end of October 2020, more than 85% of fitness club users indicated their exercise regimen has changed over the past several months, with 50% reporting dissatisfaction with the new routines, stating that it is "less consistent," "less challenging" and/or "simply worse." Ninety-four percent of consumers say they will return to the gym in some capacity, 95% of consumers reported they miss at least one aspect of physically being at their gym, and 68% of consumers are prioritizing their health more now than prior to the COVID-19 pandemic. According to Kentley Insights projections published in January 2021, the U.S. health and fitness club industry revenue is expected to recover to $34.1 billion in revenue in 2021, and grow at a 5% CAGR thereafter to $41.3 billion in revenue by 2025.

We believe that we are well-positioned to address these shifts in consumer behavior and that industry growth will be driven by the following tailwinds:

- increased awareness of active lifestyles and the health benefits of exercise;
- increased fitness participation, particularly amongst Millennials and Generation Z (who accounted for approximately 50% of all health and fitness club membership in 2019); and
- increased levels of stress stemming from the COVID-19 pandemic and a desire to elevate mood through exercise and participation in a fitness community.

Boutique Fitness Expected to Recover by 2022 and Grow Faster Than the Broader Fitness Club Industry.

Boutique fitness is built around a social, supportive community of coaches, trainers and consumers helping each other achieve their fitness goals. A boutique fitness workout typically offers more customized programming and a more intensive experience complemented by increased levels of personal attention and guidance relative to a traditional health and fitness club. IHRSA estimates that between 2015 and 2019, boutique studio memberships increased 29%, outpacing memberships in the overall health and fitness club industry, which increased by 15%. An estimated 42% of health and fitness club consumers in the U.S. reported having a boutique fitness membership in 2018, up from 21% in 2013, according to IHRSA. We commissioned Frost & Sullivan to conduct an independent analysis to assess the total addressable market on the U.S. boutique fitness market. According to this analysis, the total market opportunity was $21.1 billion in 2019 and is expected to recover to $22.1 billion by 2022. The industry is expected to grow at a 24.5% CAGR, from $8.8 billion in 2020 to $26.2 billion by 2025.



Highly Attractive Boutique Fitness Consumer.

We believe boutique fitness consumers represent a highly attractive and loyal consumer group. While the industry appeals to a broad demographic, the Millennial consumer over-indexes to boutique fitness, and approximately 60% of boutique fitness consumers are between the ages of 25 and 44, according to IHRSA. On average, a boutique fitness studio member spent $90 per month, compared to $51 per month for the average health and fitness club consumer, in 2019, according to IHRSA. Not only do boutique fitness studio consumers spend more per month than any other category of fitness, they are also some of the most engaged consumers. 65% of boutique fitness consumers reported engagement with multiple boutique fitness facilities and 22% reported engagement with at least three boutique fitness facilities in 2018, according to IHRSA. On average, boutique fitness consumers used their facility 107 times in 2018, with 34% of consumers reporting usages of 150 times or more, which represented the highest percentage of any fitness industry segment, according to IHRSA.

Resiliency of the Xponential Franchise System and Opportunity to Increase Market Share.

We believe the combination of our scaled multi-brand offering, loyal and engaged consumer base and strong franchisee relationships has enabled us to successfully navigate the COVID-19 pandemic and will allow us to continue to take market share from our competitors. During 2020, we continued to sell licenses and open new studios. As of May 31, 2021, the membership levels of our franchisees recovered to approximately 97% of actively paying members relative to January 31, 2020 membership levels and membership visits were at 93% relative to January 31, 2020. As of May 31, 2021, run-rate AUVs recovered to approximately 84% of January 31, 2020 levels (excludes Rumble). As of May 2021, 97% of our studios have now resumed conducting indoor classes (excludes Rumble). Although the headwinds generated by the COVID-19 pandemic impacted the broader health and fitness club industry, some of our competitors were impacted to a greater degree, resulting in permanent studio closures and bankruptcies. IHRSA estimates that 19% of boutique fitness studios that shut down during the COVID-19 pandemic will remain permanently closed. As the largest franchisor in the boutique fitness industry with a demonstrated track record of resiliency, we believe that we are well-positioned to increase our market share as we move into the post-pandemic period.

Our Competitive Strengths

Diversified portfolio of leading boutique fitness brands.

Our portfolio of nine diversified brands spans a variety of popular fitness and wellness verticals including Pilates, barre, cycling, stretch, rowing, yoga, boxing, dance and running. We believe that our diversification represents a significant competitive advantage in a fragmented market comprised primarily of single-brand companies focused on an individual fitness or wellness vertical. The complementary nature of our brands allows our franchised studios to be located in close proximity to one another, providing variety and convenience to both consumers and franchisees. Our brands appeal to a broad range of consumers across ages, fitness levels and demographics and are positioned at an accessible price point. The strength of our brands is highlighted by the numerous accolades they have received, with three brands (Club Pilates, Pure Barre and CycleBar) each being listed among Entrepreneur's 2021 Franchise 500 rankings. We believe that our diversified brand offering expands our total addressable market and translates into increased use occasions for consumers, driving increased share of wallet and enhancing consumer lifetime value across our portfolio.

Market leading position with significant nationwide scale.

We are the largest boutique fitness franchisor in the United States with over 1,750 studios operating across nine brands. Our three largest brands have leading market share positions within their respective verticals. These brands, Club Pilates, Pure Barre and CycleBar, were approximately nine, four and two times larger than their next largest competitors, respectively, as of March 31, 2021. As the leaders in these verticals, and as one of few players of scale, we believe that we occupy an advantageous position in an otherwise highly fragmented boutique fitness market.

We are able to leverage the popularity and reputation of existing Xponential studios to support both new studio sales to franchisees and to support franchisees' ability to attract new customers to their studios. We believe that the continued expansion of the Xponential platform creates a network effect that reinforces our competitive position, making us increasingly attractive to potential franchisees and making studios increasingly popular with boutique fitness consumers. In conjunction with our scale, we have been able to achieve broad geographic diversification across the United States with studios in 48 states and the District of Columbia as of March 31, 2021. Our geographic reach represents a material competitive advantage, as we have demonstrated success across various markets and we are able to remain competitive nationally when extraordinary events heavily impact specific markets. According to Buxton Company, over 60% of the U.S. population (excluding Alaska and Hawaii) lives within 10 miles of an Xponential studio location. With 2020 system-wide sales of $442 million, we have penetrated only 5% of the U.S. boutique fitness market, and we believe that we are well-positioned to continue our growth.

Passionate, growing and loyal consumer base.

Our franchised studios provide differentiated and accessible boutique fitness experiences that are fun, energetic and deliver a strong sense of community, engendering loyalty and engagement with consumers. Across our system, over 850,000 unique consumers completed nearly 20 million in-studio, live stream and virtual workouts in 2020. As of May 31, 2021, our franchisees recovered to approximately 97% of actively paying members relative to January 31, 2020 membership levels (excludes Rumble). As of May 31, 2021, run-rate AUVs recovered to approximately 84% of January 31, 2020 levels (excludes Rumble). We believe that we were able to deepen our consumer loyalty during the COVID-19 pandemic through our robust digital platform offering, as well as the personal efforts of exceptional franchisees to strengthen their studio communities. Our digital platform had over 16,000 subscribers and offered over 2,400 digital workouts with multiple class formats within each brand as of May 31, 2021. Over 90% of class bookings were done through the XPO app in the 90

days ending May 31, 2021. Our brands serve a broad demographic; our consumer skews female and is typically between the ages of 20 and 60 years old, holds at least a bachelor's degree and reports household income greater than $75,000 per year. As of May 31, 2021, studios had over 385,000 members, of which over 335,000 were actively paying members on recurring membership packages. In addition, we continually seek ways to further heighten the Xponential consumer experience. For example, we launched a partnership with Apple in March 2021 that features Apple Watch integration across all of our popular fitness and wellness verticals and is designed to increase consumer engagement and retention across our franchised studios. Our franchised studios foster consumer engagement, personal accountability to achieve fitness goals and a strong sense of community, which drive repeat visits and maximize consumer lifetime value.

Xponential Playbook supports system-wide operational excellence.

We strategically partner with franchisees who have been vetted by a thorough selection process. Through the Xponential Playbook, we provide franchisees with significant support from the outset, focused on delivering a superior experience and maximizing studio-level productivity and profitability. Franchisees also benefit from the significant investments we have made in our corporate platform, through which we leverage integrated systems and shared services. While marketing and fitness programming are specific to each brand, nearly all other franchisee support functions are integrated across brands at the corporate level, and franchisees are guided through the key pillars of successful studio operations. We believe the relationships we maintain with franchisees drive tangible results for consumers: well-managed boutique fitness studios; access to technology capabilities; retention of highly qualified instructors; and a consistent, community-based experience across brands and geographies. We believe the extensive level of support we provide to franchisees is a key driver of system-wide operational excellence.

Asset-light franchise model and predictable revenue streams.

We believe our asset-light franchise model drives faster system-wide unit growth, compared to a similarly capitalized corporate-owned model. As a franchisor, we have multiple highly predictable revenue streams and low ongoing capital requirements. Upon the granting of access to a license, we receive a one-time, non-refundable upfront payment from franchisees for the right to open a studio in a specific territory. This is followed by a series of contractual payments once a studio is open, many of which are recurring, including royalty fees, technology fees, merchandise sales, marketing fees and instructor and management training revenues. Approximately 67% of our revenue in 2019 and 73% of our revenue in 2020 was considered recurring, and we believe this percentage will increase as franchise royalty fees are expected to account for a greater percentage of our revenue over time.

Highly attractive and predictable studio-level economics.

The Xponential Playbook is designed to help franchisees achieve compelling AUVs, strong operating margins and an attractive return on their invested capital. Studios are generally designed to be between 1,000 and 2,500 square feet in size, depending on the brand, which contributed to a relatively low average initial franchisee investment of approximately $350,000 in 2019 and 2020. Our model is generally designed to generate, on average under normal conditions, an AUV of $500,000 in year two of operations and studio-level operating margins ranging between 25% and 30%, resulting in an unlevered cash-on-cash return of approximately 40%. A studio reaches "base maturity" when it has annualized monthly revenues in the $400,000 to $600,000 AUV range. Using our model, we expect this to typically occur 6-12 months after studio opening. We believe that studios typically have opportunity to continue growing and maturing beyond that point, however. We believe the continued growth of the franchisee system reflects the attractiveness of our unit economic model. In 2019, 375 new franchisees joined our system, representing a 76% increase year-over-year. In 2020, we were able to attract 131 new franchisees in North America despite the material challenges faced by the overall fitness industry. Additionally, franchisees frequently re-invest

into our system, as 39% of new studios in 2019 and 36% of new studios in 2020 were opened by existing franchisees. We believe our strong studio-level economics have contributed to our growth.

Large and expanding franchisee base with visible organic growth.

Our large number of existing licenses sold represents an embedded pipeline to support the continued growth of our business. As of December 31, 2020, we had 3,273 franchise licenses sold in North America, compared to 2,086 franchise licenses sold as of December 31, 2018 on an adjusted basis to reflect historical information of the brands we have acquired. As of March 31, 2021, we had 3,371 cumulative franchise licenses sold and licenses for 1,391 studios in North America contractually obligated to be opened under existing franchise agreements. The franchisee network in North America has grown rapidly from 984 franchisees as of December 31, 2018 to 1,420 franchisees as of December 31, 2020, representing a CAGR of 20%. As of March 31, 2021, we had 1,442 franchisees in North America. Franchisees in North America are contractually obligated to open studios in their territories after purchasing a franchise license. In the event that franchisees are unable to meet their contractual obligations, we have the ability to resell or reassign their territory license(s) to another franchisee in the system or our franchisee pipeline. Based on our experience as a franchisor, we believe that a significant majority of our licenses sold will convert into operating studios. Accordingly, we have the potential to substantially increase our North American studio base through our existing licenses sold, providing us with highly visible unit growth and further increasing our already significant scale within the boutique fitness industry.

Proven and experienced management team with an entrepreneurial culture.

Our strategic vision and entrepreneurial culture are driven by our highly experienced management team, led by our Chief Executive Officer and founder, Anthony Geisler. Mr. Geisler has direct experience scaling franchised fitness brands, having previously served as the Chief Executive Officer of LA Boxing, and has worked with many members of our leadership team for several years. Our Brand Presidents are key members of our leadership team and act as the driving force behind their respective brands. Collectively, our management team fosters an entrepreneurial culture and mentality that resonate with franchisees. The strength of our management team is illustrated by the growth of the business and the recent honors that we and our brands have received, three brands (Club Pilates, Pure Barre and CycleBar) each being listed among Entrepreneur's 2021 Franchise 500 rankings. Our leadership team has significant experience scaling franchised fitness brands and has created a culture designed to enable our future success.

Our Growth Strategies

We believe we are well-positioned to capitalize on multiple opportunities to drive the long-term growth of our business:

Grow our franchised studio base across all brands in North America.

We have the opportunity to meaningfully expand our franchised studio footprint in North America by leveraging our multiple brands and verticals, as well as our proven portability across regions and demographics.

We have grown our franchised studio footprint in North America from 813 open studios across 47 U.S. states, the District of Columbia and Canada as of December 31, 2017 to 1,712 open studios across 48 U.S. states, the District of Columbia and Canada as of December 31, 2020, on an adjusted basis to reflect historical information of the brands we have acquired representing a CAGR of 28%. As of March 31, 2021, franchisees had 1,765 open studios in North America on an adjusted basis to reflect historical information of the brands we have acquired. We experienced lower license sales in 2020 than in 2019. We sold 923 licenses in 2019 and 264 licenses in 2020, and experienced delays in new studio openings in 2020 due to the COVID-19 pandemic. However, we have continued

opening studios throughout the COVID-19 pandemic and franchisees have opened 238 studios from March 31, 2020 through March 31, 2021. Our track-record of successful expansion demonstrates that the experience and value offered by our brands resonate with consumers across geographies, including urban and suburban markets, ages and income levels. Our small box format and multi-brand model have enabled us to scale rapidly, as franchisees have the ability to open studios from multiple brands adjacent or in close proximity to each other, creating cross-selling opportunities and providing consumers with greater optionality. As we scale, we expect to attract multi-studio franchisees to help us accelerate our pace of growth. Based on our internal and third-party analyses by Buxton Company, we believe that franchisees could have a total of approximately 6,900 studios in the United States alone. This estimate represents the number of potential studio locations in the United States that exists in 2021 based on the criteria we consider for franchise license locations, such as customer profiles, trade area analyses and brand performance. Franchisees provide the capital to open each studio location and we provide ongoing support.

Drive system-wide same store sales and grow AUV.

We believe we can help franchisees grow same store sales and AUVs by acquiring new consumers, increasing membership penetration, driving increased spend from consumers and expanding ancillary revenue streams through our franchised studios.

- *Acquiring new consumers:* We expect to grow our consumer reach through a variety of targeted marketing campaigns at both the brand and franchisee levels in order to increase brand awareness and drive studio traffic.

- *Increasing membership penetration:* We expect franchisees to convert new and occasional consumers into committed, long-term members by delivering consistent, effective workout experiences across our franchised studios. We intend to continue to utilize insights from our consumer management dashboard to refine our sales strategy and offer a variety of flexible membership options to attract consumers at different engagement levels and price points, including our existing four, eight and unlimited classes per month recurring membership options.

- *Driving increased spend from consumers:* We expect to increase spend from consumers by utilizing dynamic pricing tiers across markets and brands, up-tiering memberships, cross-selling memberships across our brands, driving further digital penetration and enhancing our membership engagement. We work closely with franchisees to optimize membership offerings based on local consumer demand, demographics and other market factors in order to maximize our share of wallet.

- *Utilize XPASS to enhance consumer experience and engagement while more effectively cross-selling across our brands*: We are in the process of implementing XPASS, a membership option that will offer our consumers access to all brands across the Xponential portfolio under a single monthly membership. XPASS is currently undergoing a trial period in three markets, allowing us to receive real-time feedback from consumers about their experience with the digital application. We believe that XPASS will enable us to attract and retain consumers that are seeking greater variety in their boutique workouts and that we will be able to leverage XPASS to introduce consumers to new brands and verticals within our platform.

- *Attract and retain consumers through our digital platform:* We believe there is an opportunity to further capitalize on growing consumer demand for digital and at-home fitness solutions by enhancing system-wide capabilities that complement our in-studio offerings. Our digital platform consists of a library of branded content that we make available to our consumers across our online and mobile platforms for a monthly fee. In addition to increasing engagement and retention with our existing in-studio members, our digital platform enables us and franchisees to reach new

consumers and generate incremental revenues without increasing overhead costs. This enables our brands to deliver high-quality fitness content and maintain strong levels of member engagement, even when studios are closed. Using the experience, knowledge and data we gathered in 2020, we are planning to further enhance our production studio, increase production talent and upgrade our content to more closely resemble the in-studio experience at home, so members can experience all nine of our brands at any time. Our new All Access-GO digital platform is expected to significantly enhance our member experience and further increase our brands' reach, accessibility and subscriber engagement.

- *Expanding additional revenue streams within our franchised studios:* We believe we have the opportunity to increase consumer spending at our franchised studios by expanding our offering of branded and third-party retail products across apparel and other health and wellness categories. During government-mandated studio closures due to the COVID-19 pandemic, franchisees were able to generate revenue in part through retail sales, including the sale of at-home fitness equipment such as exercise balls and weights. We expect that franchisees will be able to continue to leverage this revenue stream in the future as some consumers may continue to make at-home fitness a complementary component of their health and wellness regimens.

Expand operating margins.

We have built our franchised boutique fitness platform across verticals through a series of acquisitions, investments in our brands, corporate infrastructure and leadership team. We expect to realize improved operating leverage and increase operating margins over time as we continue to expand our franchised studio base and leverage our shared services and platform. Our business model provides us with highly predictable and recurring revenue streams, attractive margins and minimal capital requirements, resulting in the ability to invest in future growth initiatives.

Grow our brands and studio footprint internationally.

We believe there is significant opportunity for further international growth in the $97 billion global health and fitness club industry, underscored by our track-record of successful expansion across a diverse array of North American markets and our recent expansion into multiple international markets.

We are focused on expanding into markets with attractive demographics, including household income, level of education and fitness participation. We have developed strong relationships and executed master franchise agreements with master franchisees to propel our international growth. These master franchise agreements obligate master franchisees to arrange the sale of licenses to franchisees in one or more countries outside North America. As of March 31, 2021, we had ten studios open internationally across Saudi Arabia, Japan, Australia and South Korea, and master franchisees were contractually obligated to sell licenses to franchisees to open an additional 693 studios in nine countries, of which 60 must be sold by the end of 2021.

COVID-19 Related Developments

In March 2020, the World Health Organization declared COVID-19 to be a global pandemic. By mid-March, the spread of COVID-19 significantly impacted the global economy as federal, state, local and foreign governments mandated stay-at-home orders, encouraged social distancing measures and implemented travel restrictions and prohibitions on non-essential activities and businesses. In an effort to limit the spread of COVID-19, comply with public health guidelines and protect franchisees and their consumers and franchisees temporarily closed nearly all Xponential studios. We also temporarily closed our corporate headquarters, but otherwise maintained a full staff that worked from home and provided continuous support to our franchisees throughout the pandemic.

The COVID-19 pandemic has significantly impacted our ability to generate revenue. A substantial portion of our revenue is derived from royalty fees and other fees and commissions generated from activities associated with franchisees and equipment sales to franchisees. These revenue streams were affected by the decline in system-wide sales as almost all studios were temporarily closed intermittently beginning in mid-March and throughout 2020 and early 2021, and new studio openings were delayed. We are reliant on the performance of franchisees in successfully operating their studios and paying royalties to us on a timely basis. Disruptions in franchisees' operations for a significant amount of time due to studio closures or the COVID-19 pandemic related social distancing, or other movement restricting policies put in place in an effort to slow the spread of COVID-19, have adversely impacted and will likely continue to adversely impact royalty payments from franchisees, or result in our providing payment relief or other forms of support to franchisees, and may materially adversely affect our business, results of operations, cash flows and financial condition.

Despite the fact that studios were closed, franchisees maintained strong member loyalty and experienced low cancellation rates, with many members maintaining actively paying accounts or putting their memberships "on hold." Members who did not pay membership dues while "on hold" kept their agreements and maintained the ability to reactivate when studios reopened, mitigating high member cancellation rates. While studios were closed, we continued to generate revenue from franchise license and royalty payments as customers engaged with our digital platform services and purchased additional products. We also took action to reduce non-essential selling, general and administrative expenses. As of March 31, 2021, substantially all of our franchised studios had resumed operations. Additionally, we have continued opening studios and selling licenses throughout the COVID-19 pandemic. From March 31, 2020 through March 31, 2021, franchisees have opened 238 studios.

The adverse effects of the COVID-19 pandemic have gradually begun to decrease in 2021. In the second quarter of 2021 in particular, as vaccination rates have increased substantially in the United States and restrictions on indoor fitness classes in most states have either been reduced or eliminated, franchisees' membership visits have increased. As of May 31, 2021, our franchisees recovered to approximately 97% of actively paying members relative to January 31, 2020 membership levels and membership visits were at 93% relative to January 31, 2020 (excludes Rumble). As of May 31, 2021, run-rate AUVs recovered to approximately 84% of January 31, 2020 levels (excludes Rumble).

During this time, we took significant action to support franchisees. We advised franchisees about opportunities that may be available to them under the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") and provided guidance to facilitate negotiations with landlords and vendors to support their efforts to manage operating expenses. We also temporarily reduced the amount we collected from franchisees for our brand marketing funds. In addition, we provided franchisees with guidelines throughout the re-opening process to help them adapt their studio operations to new public health guidelines and safety standards. Our franchisee re-opening plan includes recommended instructions on:

- implementing social distancing measures through reductions in class sizes and equipment repositioning;
- increasing the number of classes offered and changing scheduling to allow for additional deep cleaning between classes and provide additional schedule flexibility for consumers;
- heightening sanitization and cleaning procedures, including through the use of medical-grade disinfectant, increased focus on high touch areas, usage of personal protective gear and contactless check-in; and
- leveraging ancillary revenue streams, including at home offerings (including our digital platform and virtual events) and merchandise sales.

During the COVID-19 pandemic, unlimited memberships included free access to our digital platform. Our other customers and the general public could access the platform for a fee. During the COVID-19 pandemic, we leveraged our digital platform capabilities to engage with existing members, attract new customers and generate additional revenue from equipment and merchandise sales through the platform. In April 2020, we engaged with a leading provider of premium digital health and wellness content to provide our subscribers with access to audio-guided and structured workouts. We also streamed free workouts on social media networks, including Facebook and Instagram, to attract new customers.

We cannot predict the degree to which, or period over which, we will continue to be affected by the COVID-19 pandemic. Although we have implemented measures, including those described above, to mitigate the impact of the COVID-19 pandemic on our business, we expect the pandemic will continue to present difficulties for franchisees, as well as our overall business, results of operations, cash flows and financial condition. As the COVID-19 pandemic may continue to impact areas in which our studios operate, additional studios may have to close or re-close in the future. For a further discussion of the adverse impacts of the COVID-19 pandemic on our business, see “Risk Factors—Our business and results of operations have been and are expected to continue to be materially adversely impacted by the ongoing COVID-19 pandemic.” The COVID-19 pandemic may also have the effect of heightening many of the other risks described in “Risk Factors”. The COVID-19 pandemic continues to evolve, and we will continue to monitor the situation closely.

Recent Developments

Preliminary Estimated Financial and Other Data

The following presents preliminary estimates of certain of our consolidated financial and other data for the three months ended June 30, 2021 and actual consolidated financial and other data for the three months ended June 30, 2020. Our consolidated financial statements as of, and for the three months ended June 30, 2021 are not yet available and are subject to completion of our financial closing procedures. The following information reflects our preliminary estimates based on currently available information and is subject to change. We have provided ranges, rather than specific amounts, for the preliminary estimated results described below primarily because we are still in the process of finalizing our financial and operating results as of and for the three months ended June 30, 2021 and, as a result, our final reported results may vary materially from the preliminary estimates. The preliminary estimated financial and other data set forth below have been prepared by, and are the responsibility of, our management. Our auditors have not audited, reviewed, compiled or applied agreed-upon procedures with respect to the preliminary estimated financial data. Accordingly, our auditors do not express an opinion or any other form of assurance with respect thereto. Our preliminary estimated results also include non-GAAP financial measures. Neither such measures nor our estimates of GAAP results should be viewed as a substitute for interim financial statements prepared in accordance with GAAP. Our unaudited financial and other data for the three months ended June 30, 2020 reflect the impact of the COVID-19 pandemic. You should not place undue reliance on the preliminary estimates, and the preliminary estimates are not necessarily indicative of the results to be expected in the future. The preliminary estimates should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Special Note Regarding Forward-Looking Statements," "Risk Factors" and the consolidated financial statements and related notes thereto included elsewhere in this prospectus.

	Three Months Ended June 30,		
	2020	2021	
	Actual	Low (Estimated)	High (Estimated)
		($ in thousands)	
Net revenue	$	$	$
Net income (loss)	$	$	$
Adjusted EBITDA	$	$	$
System-wide sales	$	$	$
Number of new studio openings in North America			
Number of studios operating in North America (cumulative total as of period end)			
Number of licenses sold in North America (cumulative total as of period end)			
Number of licenses contractually obligated to be sold internationally (cumulative total as of period end)			
AUV (LTM as of period end)	$	$	$
Same store sales	%	%	%

The following table reconciles expected net loss to expected Adjusted EBITDA for the three months ended June 30, 2021 and reconciles actual net income to Adjusted EBITDA for the three months ended June 30, 2020:

	Three Months Ended June 30,		
	2020	2021	
	Actual	Low (Estimated)	High (Estimated)
		(in thousands)	
Net loss	$	$	$
Interest expense, net			
Income taxes			
Depreciation and amortization			
EBITDA			
Equity-based compensation			
Acquisition and transaction expenses (income)			
Management fees and expenses			
Integration and related expenses			
Litigation expenses			
Adjusted EBITDA	$	$	$

Risk Factors

Our business is subject to a number of risks and uncertainties that you should understand before making an investment decision. These risks are discussed more fully under "Risk Factors" and include:

- Our business and results of operations have been and are expected to continue to be materially adversely impacted by the ongoing COVID-19 pandemic.
- Shifts in consumer behavior may materially adversely impact our business.
- We have incurred operating losses in the past, may incur operating losses in the future and may not achieve or maintain profitability in the future.
- We have a limited operating history and our past financial results may not be indicative of our future performance. Further, our revenue growth rate is likely to slow as our business matures.
- Our financial results are affected by the operating and financial results of, and our relationships with, master franchisees and franchisees.
- If we fail to successfully implement our growth strategy, which includes the opening of new studios by existing and new franchisees in existing and new markets, our ability to increase our revenue and results of operations could be adversely affected.
- The number of new studios that actually open in the future may differ materially from the number of studio licenses sold to potential, existing and new franchisees.
- Our success depends substantially on our ability to maintain the value and reputation of our brands.
- Our expansion into new markets may present increased risks due to our unfamiliarity with those markets.

- Our expansion into new international markets exposes us to a number of risks that may differ in each country where we have licensed franchisees.
- If we or master franchisees fail to identify, recruit and contract with a sufficient number of qualified franchisees, our ability to open new studios and increase our revenue could be materially adversely affected.
- Franchisees may incur rising costs related to the construction of new studios and maintenance of existing studios, which could adversely affect the attractiveness of our franchise model and, in turn, our business, results of operations, cash flows and financial condition.
- If franchisees are unable to identify and secure suitable sites for new studios, our ability to open new studios and increase our revenue could be materially adversely affected.
- We have identified material weaknesses in our internal control over financial reporting for the year ended December 31, 2020.

Organizational Structure

We currently conduct our business through Xponential Fitness LLC and its subsidiaries. Xponential Fitness LLC is a wholly owned subsidiary of Xponential Holdings LLC. Following this offering, Xponential Fitness, Inc. will be a holding company and its sole material asset will be a controlling ownership interest in Xponential Fitness LLC through its ownership interest in Xponential Holdings LLC.

Prior to the consummation of the Reorganization Transactions, H&W Franchise Intermediate Holdings LLC ("H&W Intermediate"), the sole owner of Xponential Holdings LLC, will merge with and into H&W Franchise Holdings LLC ("H&W Franchise Holdings"), which will in turn merge with and into Xponential Holdings LLC, which will survive the merger and simultaneously amend and restate its limited liability company agreement to among other things, appoint us as its managing member and reclassify its outstanding limited liability company units (the "LLC Units") as non-voting units (other than the Series A-5 Units held by certain Continuing Pre-IPO LLC Members which will be redeemed in connection with this offering) and authorize a class of mirror preferred units (the "Preferred Units"). Xponential Holdings LLC will also effect a unit split to optimize the capital structure to facilitate this offering. We refer to the limited liability company agreement of Xponential Holdings LLC, as in effect at the time of this offering, as the "Amended LLC Agreement." After these transactions and prior to the consummation of the Reorganization Transactions and this offering, all of Xponential Holdings LLC's outstanding equity interests will be owned by the following persons, (collectively, the "Pre-IPO LLC Members"):

- H&W Investco, L.P., which is controlled by Mark Grabowski, a member of our board of directors;
- LAG Fit, Inc., which is beneficially owned by Mr. Geisler, our Chief Executive Officer and founder;
- LCAT, which is an affiliate of Mr. Magliacano, a former member of our board of directors;
- Rumble Holdings LLC; and
- Certain other direct or indirect former equity holders in H&W Franchise Holdings.

In connection with this offering, we intend to enter into the following series of transactions to implement an internal reorganization, which we collectively refer to as the "Reorganization Transactions." We refer to the Pre-IPO

LLC Members who will retain their equity ownership in Xponential Holdings LLC in the form of LLC Units, immediately following the consummation of the Reorganization Transactions as "Continuing Pre-IPO LLC Members."

- Because we will manage and operate the business and control the strategic decisions andday-to-day operations of Xponential Fitness LLC through our ownership of Xponential Holdings LLC and because we will also have a substantial financial interest in Xponential Fitness LLC through our ownership of Xponential Holdings LLC, we will consolidate the financial results of Xponential Fitness LLC and Xponential Holdings LLC, and a portion of our net income will be allocated to the non-controlling interest to reflect the entitlement of the ContinuingPre-IPO LLC Members to a portion of Xponential Holdings LLC's net income. In addition, because Xponential Holdings LLC will be under the common control of the Pre-IPO LLC Members before and after the Reorganization Transactions, we will account for the Reorganization Transactions as a reorganization of entities under common control and will initially measure the interests of the Continuing Pre-IPO LLC Members in the assets and liabilities of Xponential Holdings LLC at their carrying amounts as of the date of the completion of the consummation of the Reorganization Transactions.

- Our amended and restated certificate of incorporation that will be in effect upon the completion of the offering will authorize the issuance of two classes of common stock, Class A common stock and Class B common stock (collectively, our "common stock") and Preferred Stock and the certificates of designation we will adopt in connection with this offering will designate 200,000 shares of our Preferred Stock as 6.50% Series A-1 Convertible Preferred Stock (the "Series A-1 preferred stock") and 200,000 shares of our Preferred Stock as 6.50% Series A Convertible Preferred Stock (the "Series A Convertible preferred stock and, together with the Series A-1 preferred stock, the "Convertible Preferred"). Each share of common stock will entitle its holder to one vote per share on all matters submitted to a vote of our stockholders. See "Description of Capital Stock."

- Prior to completion of this offering, Rumble Holdings LLC, which is treated as a corporation for U.S. tax purposes and directly owns LLC Units (the "Blocker Company"), will be contributed to Xponential Fitness, Inc. in exchange for Class A common stock of Xponential Fitness, Inc. The Blocker Company will thereafter merge with and into Xponential Fitness, Inc. We refer to such transaction as the "Merger." Equity holders of the Blocker Company (the "Rumble Shareholder") will receive a number of shares of our Class A common stock equal to the number of LLC Units held by the Blocker Company prior to the Merger.

- Prior to the completion of this offering, we will issue 200,000 shares of Convertible Preferred to the Preferred Investors in exchange for $200 million cash proceeds.

- Each Continuing Pre-IPO LLC Member (other than LCAT) will be issued a number of shares of our Class B common stock equal to the number of vested LLC Units held by such Continuing Pre-IPO LLC Member.

- Under the Amended LLC Agreement, holders of LLC Units (other than us) will have the right, from and after the completion of this offering (subject to the terms of the Amended LLC Agreement), to require Xponential Holdings LLC to redeem all or a portion of their LLC Units for, at our election, newly-issued shares of Class A common stock on a one-for-one basis or a cash payment equal to the volume-weighted average market price of one share of our Class A common stock for each LLC Unit redeemed (subject to customary adjustments, including for stock splits, stock dividends, reclassifications, and a unit split to optimize the capital structure to facilitate this offering) or the net proceeds from a substantially contemporaneous offering of our Class A common stock in accordance with the terms of the Amended LLC Agreement. Additionally, in the event of a

redemption request from a holder of LLC Units, we may, at our option, effect a direct exchange of cash or Class A common stock for LLC Units in lieu of such a redemption. Shares of Class B common stock will be cancelled on a one-for-one basis if we, following a redemption request from a holder of LLC Units, redeem or exchange LLC Units of such holder pursuant to the terms of the Amended LLC Agreement. See "Certain Relationships and Related Party Transactions—Amended LLC Agreement." Except for transfers to us or to certain permitted transferees pursuant to the Amended LLC Agreement, holders of LLC Units are not permitted to sell, transfer or otherwise dispose of any LLC Units or shares of Class B common stock.

- We will issue shares of Class A common stock to the public pursuant to this offering.

- We will use all of the net proceeds from this offering (including net proceeds received if the underwriters exercise their option to purchase additional shares of Class A common stock in full), together with the $200 million in proceeds we expect to receive from the sale of Convertible Preferred to (i) acquire newly issued Preferred Units and LLC Units (at a price per LLC Unit equal to the initial public offering price per share of Class A common stock after deducting underwriting discounts and commissions), (ii) purchase all of the shares of LCAT from LCAT shareholders for $ million and (iii) to acquire LLC Units from certain Pre-IPO LLC Members, including Anthony Geisler, our Chief Executive Officer, at a purchase price per LLC Unit equal to the initial public offering price of Class A common stock.

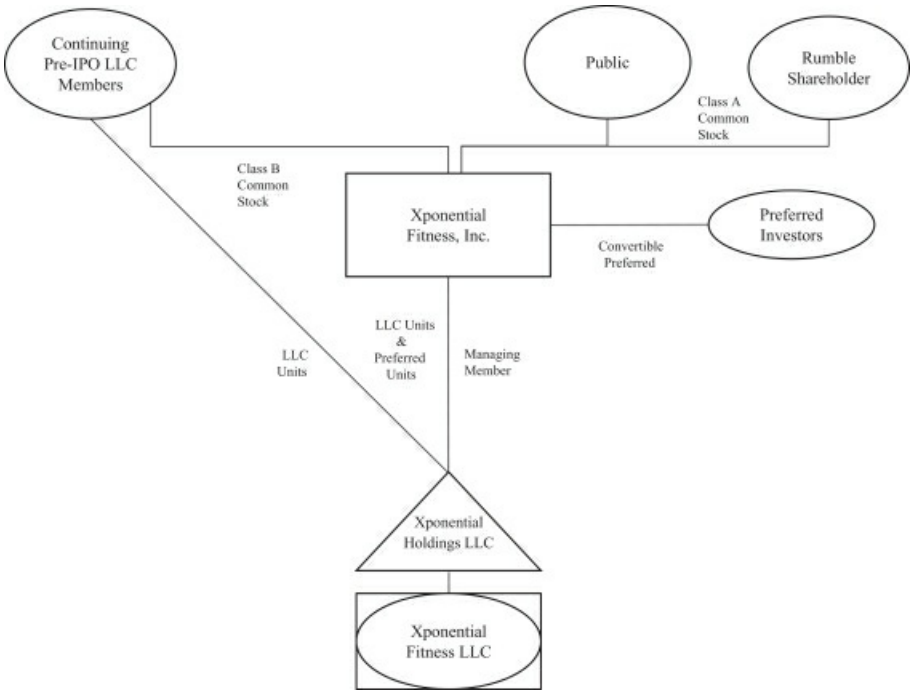
- After our acquisition of LCAT from LCAT shareholders, LCAT will merge with and into Xponential Fitness, Inc., after which Xponential Fitness Inc. will own directly the LLC Units previously held by LCAT. A portion of the LLC Units acquired by us by reason of the purchase of LCAT may be recapitalized into Preferred Units in order to ensure that the total number of Preferred Units held by Xponential Fitness, Inc. equals the total number of shares of Convertible Preferred outstanding. LCAT is not considered a Continuing Pre-IPO LLC Member.

- We will enter into a tax receivable agreement ("TRA") that will obligate us to make payments to the Continuing Pre-IPO LLC Members, the Rumble Shareholder and any future party to the TRA in the aggregate generally equal to 85% of the applicable cash savings that we actually realize as a result of certain favorable tax attributes we will acquire from the Blocker Company in the Merger or that may result from the purchase or exchange of LLC Units from Continuing Pre-IPO LLC Members in this offering, future taxable redemptions or exchanges of LLC Units by Continuing Pre-IPO LLC Members and certain payments made under the TRA. We will retain the benefit of the remaining 15% of these tax savings.

- We will cause Xponential Holdings LLC to use the proceeds from the issuance of LLC Units and Preferred Units to us (i) to repay approximately $ million of outstanding borrowings under our Term Loan, (ii) to pay $ million of prepayment penalties and $ million in interest in connection with the repayment of the Term Loan, (iii) to pay fees and expenses of approximately $ million in connection with this offering and the Reorganization Transactions , (iv) to redeem for $ million the Series A-5 preferred interests held by certain of the Continuing Pre-IPO Members, including affiliates of Anthony Geisler, our Chief Executive Officer and (v) the balance for working capital. See "Use of Proceeds."

The diagram below depicts our organizational structure immediately following the consummation of the Reorganization Transactions, the completion of this offering and the application of the net proceeds from this offering and issuance of the Convertible Preferred, based on an assumed initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus) and assuming no exercise of the underwriters' option to purchase additional shares of Class A common stock. This chart is

provided for illustrative purposes only and does not purport to represent all legal entities within our organizational structure.



Our corporate structure following the completion of this offering, as described above, is commonly referred to as an"Up-C" structure, which is commonly used by partnerships and limited liability companies when they undertake an initial public offering of their business. Our Up-C structure will allow ContinuingPre-IPO LLC Members to continue to realize tax benefits associated with owning interests in an entity that is treated as a partnership, or "pass-through" entity, for income tax purposes following this offering. One of these benefits is that future taxable income of Xponential Holdings LLC that is allocated to such owners will be taxed on a flow-through basis and, therefore, will not be subject to corporate taxes at the entity level. Additionally, because the LLC Units that Continuing Pre-IPO LLC Members will hold are redeemable, at our election, for either newly-issued shares of Class A common stock on a one-for-one basis or a cash payment in accordance with the terms of the Amended LLC Agreement, our Up-C structure also provides the ContinuingPre-IPO LLC Members with potential liquidity that holders ofnon-publicly traded limited liability companies are not typically afforded. See "Organizational Structure" and "Description of Capital Stock."

We will also hold LLC Units, and therefore receive the same benefits as ContinuingPre-IPO LLC Members with respect to their ownership in an entity treated as a partnership, or "pass-through" entity, for income tax purposes. The acquisition of LLC Units from certain Continuing Pre-IPO LLC Members in connection with this offering, future taxable redemptions or exchanges by holders of LLC Units for shares of our Class A common stock or cash, the Merger and other transactions described herein are expected to result in favorable tax attributes that will be allocated to us. These tax attributes would not be available to us in the

absence of those transactions and are expected to reduce the amount of tax that we would otherwise be required to pay in the future. In connection with the Reorganization Transactions, we will enter into a TRA that will obligate us to make payments to the Continuing Pre-IPO LLC Members, the Rumble Shareholder and any future party to the TRA in the aggregate generally equal to 85% of the applicable cash savings that we actually realize as a result of these tax attributes and tax attributes resulting from certain payments made under the TRA. We will retain the benefit of the remaining 15% of these tax savings. See "Organizational Structure—Holding Company Structure and the Tax Receivable Agreement."

Under the Amended LLC Agreement, we will receive a pro rata share of any tax distributions made by Xponential Holdings LLC to its members that hold LLC Units in respect of taxable income allocated by Xponential Holdings LLC to holders of LLC Units. Such tax distributions will be calculated based upon an assumed tax rate, which, under certain circumstances, may cause Xponential Holdings LLC to make tax distributions that, in the aggregate, exceed the amount of taxes that Xponential Holdings LLC would have paid if it were a similarly situated corporate taxpayer. We will also receive tax distributions equal to our anticipated tax liability in respect of distributions on our Preferred Units. Funds used by Xponential Holdings LLC to satisfy its tax distribution obligations will not be available for reinvestment in our business. See "Risk Factors—Risks Related to Our Organizational Structure."

Upon the consummation of the Reorganization Transactions, the completion of this offering and the application of the net proceeds from this offering:

- We will be appointed as the managing member of Xponential Holdings LLC and will hold Preferred Units and LLC Units, constituting % of the outstanding economic interests in Xponential Holdings LLC (or Preferred Units and LLC Units, constituting % of the outstanding economic interests in Xponential Holdings LLC, if the underwriters exercise their option to purchase additional shares of Class A common stock in full).

- The Pre-IPO LLC Members will hold (i) shares of Class A common stock and (ii) LLC Units, which together represent approximately % of the economic interest in Xponential Holdings LLC (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full) and (ii) through their ownership of Class A and Class B common stock, approximately % of the combined voting power of Xponential Fitness, Inc. (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full).

- Investors in this offering will collectively hold (i) shares of our Class A common stock, representing approximately % of the combined voting power of Xponential Fitness, Inc. (or shares and %, respectively, if the underwriters exercise their option to purchase additional shares of Class A common stock in full) and (ii) through our ownership of LLC Units will hold approximately % of the economic interest in Xponential Holdings LLC (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full).

- The Preferred Investors will collectively hold (i) 200,000 shares of Convertible Preferred. Shares of our Series A preferred stock are voting, but shares of our Series A-1 preferred stock are non-voting. Any shares of Series A-1 preferred stock we issue to the Preferred Investors will convert on a one-to-one basis to shares of Series A preferred stock when permitted under relevant antitrust restrictions. Assuming the maximum shares of Series A preferred stock initially issuable to the Preferred Investors, such shares would represent approximately % of the combined voting power of Xponential Fitness, Inc., and (ii) through our ownership of the Preferred Units the Preferred Investors will hold approximately % of the economic interest in Xponential Holdings LLC.

See "Organizational Structure," "Certain Relationships and Related Party Transactions" and "Description of Capital Stock" for more information on the rights associated with our common stock, the Convertible Preferred, the LLC Units and the Preferred Units.

Implications of Being an Emerging Growth Company

As a company with less than $1.07 billion (as adjusted for inflation from time to time pursuant to the rules of the Securities and Exchange Commission (the "SEC")) in annual gross revenue during our last fiscal year, we qualify as an "emerging growth company" under the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). An emerging growth company may take advantage of reduced reporting requirements and is relieved of certain other significant requirements that are otherwise generally applicable to public companies. As an emerging growth company:

- we may present as few as two years of audited financial statements and two years of related management discussion and analysis of financial condition and results of operations;
- we are exempt from the requirement to obtain an attestation report from our auditors on management's assessment of our internal control over financial reporting under the Sarbanes-Oxley Act of 2002, as amended (the "Sarbanes-Oxley Act"), for up to five years or until we no longer qualify as an emerging growth company;
- we are permitted to provide reduced disclosure regarding our executive compensation arrangements pursuant to the rules applicable to smaller reporting companies, which means we do not have to include a compensation discussion and analysis and certain other disclosures regarding our executive compensation; and
- we are not required to hold non-binding advisory votes on executive compensation or golden parachute arrangements.

In addition to the relief described above, the JOBS Act permits us an extended transition period for complying with new or revised accounting standards affecting public companies. We have elected to use this extended transition period, which means that our financial statements may not be comparable to the financial statements of public companies that comply with such new or revised accounting standards on a non-delayed basis.

In this prospectus we have elected to take advantage of the reduced disclosure requirements relating to executive compensation, and in the future we may take advantage of any or all of these exemptions for so long as we remain an emerging growth company. We will remain an emerging growth company until the earliest of (i) the end of the fiscal year during which we have total annual gross commissions and fees of $1.07 billion (as adjusted for inflation pursuant to SEC rules from time to time) or more, (ii) the end of the fiscal year following the fifth anniversary of the completion of this offering, (iii) the date on which we have, during the previous three-year period, issued more than $1.0 billion in non-convertible debt or (iv) the date on which we are deemed to be a "large accelerated filer" under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Corporate Information

Xponential Fitness LLC was founded in August 2017 and Xponential Fitness, Inc. was incorporated in the State of Delaware on January 14, 2020. Xponential Fitness LLC became a wholly owned subsidiary of Xponential Holdings LLC on February 24, 2020. Our principal executive offices are located at 17877 Von Karman Ave, Suite 100, Irvine, CA, 92614 and our telephone number is (949) 346-3000. Our website is located at www.xponential.com. Our website and the information contained therein or connected thereto, or accessible therefrom, is not incorporated into this prospectus or the registration statement of which it forms a part.

THE OFFERING

Class A common stock offered by us	shares (or shares if the underwriters exercise their option to purchase additional shares of Class A common stock in full).
Class A common stock to be outstanding immediately after this offering	shares (or shares if the underwriters exercise their option to purchase additional shares of Class A common stock in full). If all outstanding LLC Units held by the Continuing Pre-IPO LLC Members were redeemed or exchanged for newly-issued shares of Class A common stock on a one-for-one basis, shares of Class A common stock (or shares if the underwriters exercise their option to purchase additional shares of Class A common stock in full) would be outstanding.
Class B common stock to be outstanding immediately after this offering	shares. Immediately after this offering, the Continuing Pre-IPO LLC Members will own 100% of the outstanding shares of our Class B common stock.
Series A and Series A-1 Convertible Preferred Stock	The Preferred Investors have entered into an agreement with us pursuant to which they have agreed to purchase $200 million of our Convertible Preferred in a private placement. The Convertible Preferred will have an initial conversion price equal to $ per share (assuming an initial public offering price of $ per share) and will be mandatorily convertible under certain circumstances and redeemable at the option of the holder beginning on the date that is eight years from the consummation of this offering or upon change of control. The Series A preferred stock will vote on an as converted basis with the Class A and Class B common stock and will have certain rights to appoint additional directors, including up to a majority of our Board of Directors under certain limited circumstances relating to an event of default or our failure to repay amounts due to the Convertible Preferred holders upon a redemption. Shares of our Series A-1 preferred stock are non-voting; however, any shares of Series A-1 preferred stock we issue to the Preferred Investors will convert on a one-to-one basis to shares of Series A preferred stock when permitted under relevant antitrust restrictions. Holders of our Series A preferred stock are entitled to quarterly coupon payments at the rate per annum of 6.50% of the Fixed Liquidation Preference per share, initially $1,000 per share, of our Series A preferred stock (the "preferential coupon"). In the event we do not pay any preferential coupons in cash, the Fixed Liquidation Preference of the Series A preferred stock shall automatically increase at the PIK Rate of 7.50%, on a compounding basis, on the applicable coupon payment date (the "PIK coupon" and, together with the preferential coupon, the "preferred coupons"). Thereafter, the preferential coupons shall accrue and be payable on such increased

	Fixed Liquidation Preference and such increased Fixed Liquidation Preference shall be the Fixed Liquidation Preference with respect to such Series A preferred stock. The consummation of this offering and the sale of the Convertible Preferred are conditional on each other, and are scheduled to close substantially simultaneously with each other.
Voting power held by holders of Class A common stock after giving effect to this offering	% (or % if all outstanding LLC Units held by the ContinuingPre-IPO LLC Members were redeemed or exchanged for a corresponding number of newly-issued shares of Class A common stock and % if the underwriters also exercise their right to purchase additional shares of Class A common stock in full).
Voting power held by holders of Class B common stock after giving effect to this offering	% (or 0% if all outstanding LLC Units held by the ContinuingPre-IPO LLC Members were redeemed or exchanged for a corresponding number of newly-issued shares of Class A common stock).
Voting power held by holders of Convertible Preferred after giving effect to this offering	% (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full), assuming all Convertible Preferred is held as Series A preferred stock.
Voting rights after giving effect to this offering	Each share of common stock will entitle its holder to one vote per share. Investors in this offering will hold approximately % of the combined voting power of our common stock (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full). Our Class A common stock, Class B common stock and holders of Series A preferred stock generally vote together as a single class on all matters submitted to a vote of our stockholders. See “Description of Capital Stock.”
Use of proceeds	We estimate that our net proceeds from this offering will be approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares of Class A common stock in full), after deducting underwriting discounts and commissions of approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares of Class A common stock in full). We will use all of the net proceeds from this offering (including net proceeds received if the underwriters exercise their option to purchase additional shares of Class A common stock in full), together with the $200 million in proceeds we expect to receive from the sale of

	Convertible Preferred to (i) acquire newly issued Preferred Units and LLC Units (at a price per LLC Unit equal to the initial public offering price per share of Class A common stock after deducting underwriting discounts and commissions), (ii) purchase all of the shares of LCAT from LCAT shareholders for $ million and (iii) to acquire LLC Units from certain Pre-IPO LLC Members, including Anthony Geisler, our Chief Executive Officer, at a purchase price per LLC Unit equal to the initial public offering price of Class A common stock. We will cause Xponential Holdings LLC to use the proceeds from the issuance of the LLC Units and Preferred Units to us (i) to repay approximately $ million of outstanding borrowings under our Term Loan, (ii) to pay $ million of prepayment penalties and accrued interest in connection with the repayment of the Term Loan, (iii) to pay fees and expenses of approximately $ million in connection with this offering and the Reorganization Transactions, (iv) to redeem for $ million the Series A-5 preferred interests held by certain of the Continuing Pre-IPO Members, including affiliates of Anthony Geisler, our Chief Executive Officer and (v) the balance for working capital. We estimate that the offering expenses (other than the underwriting discounts and commissions) will be approximately $ million. All of such offering expenses will be paid for by Xponential Holdings LLC. See "Use of Proceeds."
Redemption rights of the holders of LLC Units	Under the Amended LLC Agreement, holders of LLC Units (other than us) will have the right, from and after the completion of this offering (subject to the terms of the Amended LLC Agreement), to require Xponential Holdings LLC to redeem all or a portion of their LLC Units for, at our election, newly-issued shares of Class A common stock on a one-for-one basis or a cash payment determined in accordance with the terms of the Amended LLC Agreement. Additionally, in the event of a redemption request from a holder of LLC Units, we may, at our option, effect a direct exchange of cash or Class A common stock for LLC Units in lieu of such a redemption. Shares of Class B common stock will be cancelled on a one-for-one basis if we, following a redemption request from a holder of LLC Units, redeem or exchange LLC Units of such holder pursuant to the terms of the Amended LLC Agreement. See "Certain Relationships and Related Party Transactions—Amended LLC Agreement." Except for transfers to us pursuant to the Amended LLC Agreement or to certain permitted transferees, holders of LLC Units are not permitted to sell, transfer or otherwise dispose of any LLC Units or shares of Class B common stock.
Tax receivable agreement	Upon the completion of this offering, we will be a party to a TRA with the ContinuingPre-IPO LLC Members and the Rumble Shareholder. Under the TRA, we generally will be required to pay to the TRA parties in the aggregate 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that

	we actually realize as a result of (i) certain tax attributes that are created as a result of the redemptions or exchanges of LLC Units for shares of our Class A common stock or cash, including in connection with the acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering, (ii) any existing tax attributes associated with LLC Units we acquire, the benefit of which will be allocable to us as a result of the Merger and exchanges by Continuing Pre-IPO LLC Members of their LLC Units for shares of our Class A common stock or cash, including in connection with the acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering, (including the portion of Xponential Holdings LLC's existing tax basis in its assets that is allocable to the LLC Units that are redeemed or acquired), (iii) tax benefits related to imputed interest, (iv) net operating losses and certain other tax attributes of the Blocker Company ("NOLs") available to us as a result of the Merger and (v) tax attributes resulting from payments under the TRA. These payment obligations are our obligations and not obligations of Xponential Holdings LLC. Our obligations under the TRA will also apply with respect to any person who is issued LLC Units in the future and who becomes a party to the TRA. See "Organizational Structure—Holding Company Structure and the Tax Receivable Agreement."
Controlled company exemption	After the completion of this offering, we will be considered a "controlled company" for the purposes of NYSE listing requirements. As a "controlled company," we will not be subject to certain corporate governance requirements, including the requirements that: (i) a majority of our board of directors consists of independent directors, as defined under the rules of the NYSE; and (ii) our Human Capital Management and Nominating and Corporate Governance Committees be composed of entirely independent directors. See "Management—Controlled Company."
Reserved Share Program	At our request, the underwriters have reserved for sale, at the initial public offering price, up to 5% of the shares offered by this prospectus for sale to some of our directors, officers, employees, friends and family, business associates and related persons. If these persons purchase reserved shares, this will reduce the number of shares available for sale to the general public. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same terms as the other shares offered by this prospectus. See "Underwriting—Reserved Shares."
Proposed NYSE symbol	"XPOF"

Unless otherwise indicated, all information in this prospectus:

- gives effect to the Reorganization Transactions and assumes the effectiveness of our amended and restated certificate of incorporation and bylaws, which we will adopt prior to completion of this offering;

- assumes an initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus);
- assumes the underwriters do not exercise their option to purchase up to additional shares of Class A common stock;
- excludes up to shares of our Class A common stock issuable upon the conversion of the Convertible Preferred;
- excludes shares of Class A common stock reserved for issuance upon the redemption or exchange of LLC Units that will be held by the Continuing Pre-IPO LLC Members after the completion of this offering;
- excludes up to shares of Class A common stock that may vest in the future depending on the valuation of our Class A common stock in connection with the acquisition of Rumble in March 2021;
- excludes shares of Class A common stock that may be granted under our 2021 Omnibus Incentive Plan (the "2021 Plan"), which includes restricted stock units ("RSUs") that we expect to grant to certain employees and directors in connection with this offering. See "Executive Compensation—2021 Omnibus Incentive Plan" and "Executive Compensation—IPO Restricted Stock Unit Awards" for additional information;
- and excludes shares of our Class A common stock to be reserved for future issuance under our 2021 Employee Stock Purchase Plan (the "ESPP"), which will become effective prior to the completion of this offering. Our ESPP provides for annual automatic increases in the number of shares of our Class A common stock reserved thereunder. See "Executive Compensation—2021 Employee Stock Purchase Plan" for additional information.

SUMMARY CONSOLIDATED FINANCIAL AND OTHER DATA

The following sets forth summary consolidated financial and other data of Xponential Fitness LLC, a subsidiary of Xponential Holdings LLC, and Xponential Fitness LLC's consolidated subsidiaries. Xponential Fitness, Inc. was formed as a Delaware corporation on January 14, 2020 and Xponential Holdings LLC was formed as a Delaware limited liability company on February 19, 2020, and neither has, to date, conducted any activities other than those incident to its formation, the Reorganization Transactions and the preparation of this prospectus and the registration statement of which this prospectus forms a part.

The summary consolidated statement of operations data for the years ended December 31, 2018, 2019 and 2020 and the summary consolidated balance sheet data as of December 31, 2019 and 2020 are derived from our audited consolidated financial statements and related notes thereto included elsewhere in this prospectus. The summary consolidated statement of operations data for the three months ended March 31, 2020 and 2021 and summary consolidated balance sheet data as of March 31, 2021 have been derived from our unaudited condensed consolidated financial statements included elsewhere in this prospectus.

The results indicated below are not necessarily indicative of the results to be expected in the future and should be read in conjunction with, and are qualified by reference to "Capitalization," "Unaudited Pro Forma Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and related notes thereto included elsewhere in this prospectus. Results for the three months ended March 31, 2021 are not necessarily indicative of results to be expected for the full year.

	Years Ended December 31,			Three Months Ended March 31,	
	2018(1)	2019	2020	2020	2021
			(in thousands)		
Consolidated Statement of Operations Data					
Revenue, net:					
Franchise revenue	$ 19,852	$ 47,364	$ 48,056	$ 14,847	$ 13,755
Equipment revenue	22,646	40,012	20,642	6,735	4,066
Merchandise revenue	9,575	22,215	16,648	5,064	4,232
Franchise marketing fund revenue	3,745	8,648	7,448	2,697	2,483
Other service revenue	3,446	10,891	13,798	2,444	4,529
Total revenue, net	59,264	129,130	106,592	31,787	29,065
Operating costs and expenses:					
Costs of product revenue	22,901	41,432	25,727	8,098	5,344
Costs of franchise and service revenue	3,127	5,703	8,392	2,082	2,319
Selling, general and administrative expenses	44,551	80,495	60,917	11,873	16,602
Depreciation and amortization	3,513	6,386	7,651	1,814	2,055
Marketing fund expense	3,285	8,217	7,101	2,585	2,616
Acquisition and transaction expenses (income)	18,095	7,948	(10,990)	(774)	350
Total operating costs and expenses	95,472	150,181	98,798	25,678	29,286
Operating loss	(36,208)	(21,051)	7,794	6,109	(221)
Other income (expense):					
Interest income	(56)	(168)	(345)	(90)	(95)
Interest expense	6,253	16,087	21,410	7,986	4,423
Total other expense	6,197	15,919	21,065	7,896	4,328
Loss before income taxes	(42,405)	(36,970)	(13,271)	(1,787)	(4,549)
Income taxes	73	164	369	162	201
Net loss	$(42,478)	$ (37,134)	$ (13,640)	$ (1,949)	$ (4,750)

	As of December 31, 2019	As of December 31, 2020	As of March 31, 2021	Pro Forma As Adjusted(2)
		(in thousands)		
Consolidated Balance Sheet Data				
Cash, cash equivalents and restricted cash	$ 9,339	$ 11,299	$ 7,350	
Total assets	325,667	322,838	340,647	
Total debt(3)	159,671	189,840	198,901	
Total member's equity/stockholders' equity	26,678	4,749	10,106	

(1) See Note 3—Acquisition of Businesses in the notes to the consolidated financial statements included elsewhere in this prospectus.

(2) The pro forma adjustments related to this offering (the "Offering Adjustments") are described in the notes to the unaudited pro forma consolidated financial information included elsewhere in this prospectus, and principally include the following:

- adjustments for the Reorganization Transactions and the entry into the TRA;
- the issuance of shares of our Class A common stock to the purchasers in this offering in exchange for net proceeds of approximately $ million, based on an assumed initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus), after deducting underwriting discounts and commissions but before offering expenses;
- the application by us of the net proceeds from this offering and the issuance of shares of Class A common stock (assuming shares of Class A common stock are sold in this offering, and assuming the underwriters do not exercise their option to purchase additional shares of Class A common stock) to acquire newly-issued LLC Units from Xponential Holdings LLC at a purchase price per LLC Unit equal to the initial public offering price of Class A common stock after deducting underwriting discounts and commissions;
- the application of the net proceeds from this offering, together with the $200 million in proceeds we expect to receive from the sale of Convertible Preferred to (i) acquire newly issued Preferred Units and LLC Units (at a price per LLC Unit equal to the initial public offering price per share of Class A common stock after deducting underwriting discounts and commissions), (ii) purchase all of the shares of LCAT from LCAT shareholders for $ million and (iii) to acquire LLC Units from certain Pre-IPO LLC Members, including Anthony Geisler, our Chief Executive Officer, at a purchase price per LLC Unit equal to the initial public offering price of Class A common stock;
- the application by Xponential Holdings LLC of the proceeds from the issuance of the LLC Units and Preferred Units to us (i) to repay approximately $ million of outstanding borrowings under our Term Loan, (ii) to pay $ million of prepayment penalties and accrued interest in connection with the repayment of the Term Loan, (iii) to pay fees and expenses of approximately $ million in connection with this offering and the Reorganization Transactions, (iv) to redeem for $ million the Series A-5 preferred interests held by certain of the Continuing Pre-IPO Members, including affiliates of Anthony Geisler, our Chief Executive Officer and (v) the balance for working capital; and
- the provision for federal and state income taxes of Xponential Fitness, Inc. as a taxable corporation at an effective rate of % for the years ended December 31, 2019 and 2020 respectively (which effective rates were calculated using the U.S. federal income tax rate of 21%).

(3) Includes long-term debt, notes payable and present value of amounts due under settlement agreements, but excludes contingent consideration and deferred loan costs. Amounts due under settlement agreements were $4.4 million, $2.0 million and $1.3 million as of December 31, 2019, December 31, 2020 and March 31, 2021, respectively. These amounts are recorded on our consolidated balance sheet as accrued expenses of $2.7 million, $2.0 million and $1.3 million and contingent consideration from acquisitions of $1.7 million, $0 and $0 at December 31, 2019, December 31, 2020 and March 31, 2021, respectively.

	Years Ended December 31,			Three Months Ended March 31,	
	2018	2019	2020	2020	2021
	($ in thousands)				
Key Performance Indicators(1)					
System-wide sales	$ 389,251	$ 560,361	$ 442,148	$ 160,023	$ 131,610
Number of new studio openings in North America	258	400	241	56	53
Number of studios operating in North America (cumulative total as of period end)	1,071	1,471	1,712	1,527	1,765
Number of licenses sold in North America (cumulative total as of period end)	2,086	3,009	3,273	3,139	3,371
Number of licenses contractually obligated to be sold internationally (cumulative total as of period end)	35	489	593	548	693
AUV (LTM as of period end)	$ 399	$ 449	$ 283	$ 453	$ 257
Same store sales	8%	9%	(34%)	0%	(24%)
Adjusted EBITDA(2)	$ (10,621)	$ 16,474	$ 9,807	$ 7,787	$ 3,557

(1) See “Basis of Presentation” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Performance Indicators” for the definition of and additional information about these metrics. All key performance indicators, except Adjusted EBITDA, are presented on an adjusted basis to reflect historical information of the brands we acquired and therefore includes time periods during which certain of the brands were operated by our predecessors. We acquired Club Pilates and CycleBar in September 2017, Stretch Lab in November 2017, Row House in December 2017, AKT in March 2018, Yoga Six in July 2018, Pure Barre in October 2018, Stride in December 2018 and Rumble in March 2021.

(2) We define adjusted EBITDA as EBITDA (net income/loss before interest, taxes, depreciation and amortization), adjusted for the impact of certain non-cash and other items that we do not consider in our evaluation of ongoing operating performance. These items include equity-based compensation, acquisition and transaction expenses (including change in fair value of contingent consideration), management fees and expenses (that will be discontinued after this offering), integration and related expenses and litigation expenses (consisting of legal and related fees for specific proceedings that arise outside of the ordinary course of our business) that we do not believe reflect our underlying business performance. We believe that adjusted EBITDA is an appropriate measure of operating performance because it eliminates the impact of expenses that we do not believe reflect our underlying business performance. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Financial Measures.”

The following table presents a reconciliation of net loss, the most directly comparable financial measure calculated in accordance with GAAP, to adjusted EBITDA, for the years ended December 31, 2018, 2019 and 2020 and the three months ended March 31, 2020 and 2021.

	Years Ended December 31,			Three Months Ended March 31,	
	2018	2019	2020	2020	2021
	(in thousands)				
Net loss	$ (42,478)	$ (37,134)	$ (13,640)	$ (1,949)	$ (4,750)
Interest expense, net	6,197	15,919	21,065	7,896	4,328
Income taxes	73	164	369	162	201
Depreciation and amortization	3,513	6,386	7,651	1,814	2,055
EBITDA	(32,695)	(14,665)	15,445	7,923	1,834
Equity-based compensation	1,969	2,064	1,751	418	222
Acquisition and transaction expenses (income)	18,095	7,948	(10,990)	(774)	350
Management fees and expenses	847	557	795	220	192
Integration and related expenses	467	15,022	386	—	—
Litigation expenses	696	5,548	2,420	—	959
Adjusted EBITDA	$ (10,621)	$ 16,474	$ 9,807	$ 7,787	$ 3,557

RISK FACTORS

An investment in our Class A common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below together with all of the other information contained in this prospectus, including our consolidated financial statements and the related notes thereto included elsewhere in this prospectus, before deciding to invest in our Class A common stock. If any of the following risks actually occurs, our business, prospects, results of operations, cash flows and financial condition could suffer materially, the trading price of our Class A common stock could decline and you could lose all or part of your investment.

Risks Related to Our Business and Industry

Our business and results of operations have been and are expected to continue to be materially adversely impacted by the ongoing COVID-19 pandemic.

The outbreak of COVID-19, which was declared a pandemic by the World Health Organization, has continued to impact global economic activity. A public health pandemic such as COVID-19 poses the risk that we or our employees, franchisees, suppliers and other partners may be prevented from conducting business activities for an indefinite period of time, due to shutdowns, travel restrictions, social distancing requirements, stay-at-home orders and advisories and other restrictions suggested or mandated by governmental authorities. The COVID-19 pandemic may also have the effect of heightening many of the other risks described elsewhere in this report, such as those relating to our growth strategy, international operations, franchisees' ability to attract and retain members, supply chain, health and safety risks to members, loss of key employees and changes in consumer preferences, as well as risks related to our significant indebtedness, including our ability to generate sufficient cash and comply with the terms of and restrictions under the agreements governing such indebtedness.

The extent of the impact of the COVID-19 pandemic remains highly uncertain and difficult to predict. However, the continued spread of the virus and the measures taken in response to it have disrupted our operations and have adversely impacted our business, financial condition and results of operations. For example, in response to the COVID-19 pandemic, franchisees temporarily closed almost all studios system-wide in mid-March 2020, although substantially all of our franchised studios have resumed operations as of March 31, 2021. We and franchisees took other actions, such as temporary rent deferrals and reduced marketing activities, as additional measures to preserve cash and liquidity during closure periods. As the COVID-19 pandemic continues to impact areas in which our studios operate, certain of our studios have had to re-close or significantly reduce capacity, and additional studios may have to re-close or further reduce capacity, pursuant to local guidelines. As a result of COVID-19, franchisees have also experienced to date, and may continue to experience, a decrease in net membership base. The COVID-19 pandemic and these responses have adversely affected and will continue to adversely affect our and franchisees' sales.

The COVID-19 pandemic has significantly impacted our ability to generate revenue. A substantial portion of our revenue is derived from royalty fees and other fees and commissions generated from activities associated with franchisees and equipment sales to franchisees. These revenue streams were affected by the decline in system-wide sales as almost all studios were temporarily closed intermittently beginning in mid-March and throughout 2020 and early 2021, and new studio openings were delayed. We are reliant on the performance of franchisees in successfully operating their studios and paying royalties to us on a timely basis. Disruptions in franchisees' operations for a significant amount of time due to studio closures or the COVID-19 pandemic-related social distancing, or other movement restricting policies put in place in an effort to slow the spread of COVID-19, have adversely impacted and will likely continue to adversely impact royalty payments from franchisees, or result in our providing payment relief or other forms of support to franchisees, and may materially adversely affect our business, results of operations, cash flows and financial condition.

The COVID-19 pandemic has also adversely affected franchisees' ability to open new studios. Social distancing and stay-at-home or shelter-in-place orders and mandates as well as construction restrictions related to the COVID-19 pandemic have caused a slowdown in planned openings and in construction related processes

such as onsite inspections, permitting, construction completion and installation of equipment in some jurisdictions. We have also been largely unable to conduct in-person marketing and sales meetings and training sessions for franchisees at our headquarters. These changes may adversely affect our ability to grow our business.

If the business interruptions caused by the COVID-19 pandemic continue for a substantial period of time, we or franchisees may need to seek other sources of liquidity. The COVID-19 pandemic is adversely affecting the availability of liquidity generally in the credit markets, and there can be no guarantee that additional liquidity, whether through the credit markets or government programs, will be readily available or available on favorable terms, especially the longer the COVID-19 pandemic persists.

The ultimate impact of the COVID-19 pandemic and any significant resurgences on our business and results of operations is unknown and will depend on future developments, which are highly uncertain and cannot be predicted with confidence, including the duration of the COVID-19 pandemic, new developments concerning the severity of or potential treatments or vaccines for COVID-19, and any additional preventative and protective actions that governments, or we, may direct, which may result in an extended period of continued business disruption and reduced operations. We expect our business, across all of our geographies, will continue to be impacted, but the significance of the impact of the COVID-19 pandemic on our business and the duration for which it may have an impact cannot be determined at this time.

Moreover, even after social distancing, stay-at-home and other governmental orders and advisories are lifted, consumer demand may remain weak and consumer behavior may shift, including as a result of consumers' hesitancy to return to in-person studios. The COVID-19 pandemic has resulted in, and may continue to result in, significant disruption of the global economy. A recession, depression or other adverse economic impact resulting from the COVID-19 pandemic could dampen consumer spending generally and demand for fitness classes or boutique fitness specifically. In addition, consumers may be reluctant to participate in in-person fitness classes even after governmental orders and advisories are lifted, and may be particularly reluctant to participate in our brands' offerings given the small indoor spaces in which our studios operate. If a COVID-19 outbreak were to occur in any of the in-person studios, our brand's reputation may be harmed and consumer demand for indoor classes may decrease further. Decreased consumer demand for any of these reasons would have an adverse impact on our and franchisees' business, financial condition and results of operations, and we cannot predict when or if our brands will return to the pre-COVID-19 pandemic active membership and demand levels.

The COVID-19 pandemic may also have the effect of heightening many of the other risks described in this "Risk Factors" section, such as those relating to our growth strategy, international operations, our and franchisees' ability to attract and retain members, our supply chain, health and safety risks to our members, loss of key employees and changes in consumer preferences, as well as risks related to our significant indebtedness, including our ability to generate sufficient cash and comply with the terms of and restrictions under the agreements governing such indebtedness.

Shifts in consumer behavior may materially adversely impact our business.

As a result of the COVID-19 pandemic, consumers may be reluctant to participate in in-person fitness classes even after governmental orders and advisories are lifted, and may be particularly reluctant to participate in our brands' offerings given the small indoor spaces in which our studios operate. Moreover, consumers have been adopting in-home fitness solutions, a trend which accelerated during the COVID-19 pandemic. This trend may reduce the number of times consumers participate in in-person fitness classes in studios. Decreased consumer demand due to a general shift in consumer behavior would have an adverse impact on our and franchisees' business, financial condition and results of operations, and we cannot predict when or if our brands will return to the pre-COVID-19 pandemic active membership and demand levels.

We have incurred operating losses in the past, may incur operating losses in the future and may not achieve or maintain profitability in the future.

We have incurred operating losses each year since our formation in 2017, including a net loss of $13.6 million for 2020 and $4.8 million for the three months ended March 31, 2021, and may continue to incur net losses for the foreseeable future. As a result, we had a total accumulated deficit of $107.5 million and $112.2 million as of December 31, 2020 and March 31, 2021, respectively. We expect our operating expenses to increase in the future as we increase our sales and marketing efforts, expand our operating infrastructure and expand into new geographies. Further, as a public company, we will incur additional legal, accounting and other expenses that we did not incur as a private company. These efforts and additional expenses may be more costly than we expect, and we cannot guarantee that we will be able to increase our revenue to offset our increased operating expenses. Our revenue growth may slow or our revenue may decline for a number of other reasons, including reduced demand for new franchises, reduced demand for the services and products offered by franchisees, increased competition, reduction in openings of new studios, a decrease in the growth or reduction in the size of our overall market or if we cannot capitalize on growth opportunities. If our revenue does not grow at a greater rate than our operating expenses, we will not be able to achieve profitability.

We have a limited operating history and our past financial results may not be indicative of our future performance. Further, our revenue growth rate is likely to slow as our business matures.

Anthony Geisler, our Chief Executive Officer and founder, acquired Club Pilates in March 2015. We were founded in August 2017 and acquired Club Pilates, our first brand, in September 2017. We have a limited history of generating revenue. As a result of our short operating history, we have limited financial data that can be used to evaluate our business. Therefore, our historical revenue growth should not be considered indicative of our future performance. In particular, we have experienced periods of high revenue growth, notably since we acquired Pure Barre in October 2018, that we do not expect to continue as our business matures. Estimates of future revenue growth are subject to many risks and uncertainties and our future revenue may differ materially from our projections. We have encountered, and will continue to encounter, risks and difficulties frequently experienced by growing companies in rapidly changing industries, including market acceptance of our and franchisees' services and products, the need to increase sales at existing studios, opening new studios, increasing competition and increasing expenses as we expand our business. We cannot be sure that we will be successful in addressing these and other challenges we may face in the future, and our business may be adversely affected if we do not manage these risks.

Our financial results are affected by the operating and financial results of, and our relationships with, master franchisees and franchisees.

A substantial portion of our revenue comes from royalties generated by franchised studios and studios franchised through master franchisees, other fees and commissions generated from activities associated with franchisees and equipment sales and leases to franchisees. As a result, our financial results are largely dependent upon the operational and financial results of franchisees. As of December 31, 2020, we had 1,040 franchisees operating 1,722 open studios on an adjusted basis and 1,060 franchisees operating 1,775 open studios as of March 31, 2021 on an adjusted basis. Negative economic conditions, including inflation, increased unemployment levels and the effect of decreased consumer confidence or changes in consumer behavior, or any continued disruptions in franchisees' operations for a significant amount of time due to the COVID-19 pandemic-related social distancing, or other movement restricting policies put in place in an effort to slow the spread of COVID-19, could materially harm franchisees' financial condition, which would cause our royalty and other revenues to decline and, as a result, materially and adversely affect our business, results of operations, cash flows and financial condition. For example, our revenue was negatively affected by the decline in system-wide sales as a majority of our and franchisees' studios were closed during mid-March and throughout 2020, and new studio openings were delayed. In addition, if franchisees fail to renew their franchise agreements with us, or otherwise cease operating, our royalty and other revenues may decrease, which in turn could materially and adversely affect our business, results of operations, cash flows and financial condition.

Franchisees are an integral part of our business. We would be unable to successfully implement our growth strategy without the participation of franchisees. The failure of franchisees to focus on the fundamentals of studio operations, such as quality, service and studio appearance, would adversely affect our business, results of operations, cash flows and financial condition.

If we fail to successfully implement our growth strategy, which includes opening new studios by existing and new franchisees in existing and new markets, our ability to increase our revenue and results of operations could be adversely affected.

Our growth strategy relies in large part upon new studio development by existing and new franchisees. Franchisees face many challenges in opening new studios, including:

- availability and cost of financing;
- selection and availability of suitable studio locations;
- competition for studio sites;
- negotiation of acceptable lease and financing terms;
- impact of and responses to the COVID-19 pandemic;
- construction and development cost management;
- selection and availability of suitable general contractors;
- punctual commencement and progress of construction and development;
- equipment delivery or installation delays;
- health, fitness and wellness trends in new geographic regions and acceptance of our and franchisees' services and products;
- employment, training and retention of qualified personnel;
- competition for consumers and qualified instructors;
- ability to open new studios during the timeframes we and franchisees expect;
- securing required domestic or foreign governmental permits and approvals; and
- general economic and business conditions.

Our growth strategy also relies on our and master franchisees' ability to identify, recruit and enter into agreements with a sufficient number of qualified franchisees. In addition, our and franchisees' ability to successfully open and operate studios in new markets may be adversely affected by a lack of awareness or acceptance of our brands and a lack of existing marketing efforts and operational execution in these new markets. To the extent that we and franchisees are unable to implement effective marketing and promotional programs and foster recognition and affinity for our brands in new markets, franchisees' studios in these new markets may not perform as expected and our growth may be significantly delayed or impaired. In addition, franchisees of new studios may have difficulty securing adequate financing, particularly in new markets, where there may be a lack of adequate operating history and brand familiarity. New studios may not be successful or same store sales may not increase at historical rates, which could materially and adversely affect our business, results of operations, cash flows and financial condition.

In addition, new studios build their sales volume and customer base over time and, as a result, generally yield lower amounts of revenue for us than more mature studios. New studios may not achieve sustained results consistent with more mature studios on a timely basis, or at all, which could have an adverse effect on our financial condition, operating results and growth rate.

The majority of new franchisees' studio development is funded by franchisee investment and, therefore, our growth strategy is dependent on the ability of franchisees or prospective franchisees to access funds to finance such development. If franchisees (or prospective franchisees) are unable to obtain financing at commercially reasonable rates, or at all, they may be unwilling or unable to invest in the development of new studios, and our future growth could be adversely affected. In particular, our Chief Executive Officer and founder is the owner of Intensive Capital Inc. ("ICI"), which directly and indirectly has provided financing to a limited number of franchisees. ICI has discontinued lending to franchisees and franchisees may be unable to obtain financing on the same or similar terms or on the same timeline and our future growth could be adversely affected. From time to time, we may also offer short term financing to franchisees. If we offer financing and franchisees are unable to repay the amounts borrowed, our business, results of operations, cash flows and financial condition could be adversely affected.

To the extent franchisees are unable to open new studios on the timeline we anticipate, we will not realize the revenue growth that we expect. Franchisees' failure to add a significant number of new studios would adversely affect our ability to increase our revenue and operating income and could materially and adversely affect our business, results of operations, cash flows and financial condition.

The number of new studios that actually open in the future may differ materially from the number of studio licenses sold to potential, existing and new franchisees.

The number of new studios that actually open in the future may differ materially from the number of U.S. licenses sold and international licenses to be sold via master franchise agreements. As of March 31, 2021, we had 1,391 studios in North America contractually obligated to be opened under existing franchise agreements and 693 licenses to be sold internationally via master franchise agreements in respect of studios that had not yet opened, on an adjusted basis to reflect historical information of brands we have acquired. Historically, a portion of our licenses sold have not ultimately resulted in new studios. From inception to March 31, 2021, 215 licenses had been terminated in North America and two had been terminated internationally. We expect that this percentage may increase over time. Of the franchisees that opened their first studio in 2019, on average it took approximately 12.2 months from signing the franchise agreement to open. Of the franchisees that opened their first studio in 2020, on average it took approximately 14.6 months from signing the franchise agreement to open. The length of time increased during 2020 due to COVID-related opening restrictions. However, the historic conversion rate of signed studio commitments to new studio locations may not be indicative of the conversion rate we will experience in the future, and the total number of new studios that actually open in the future may differ materially from the number of licenses sold that we have at any point in time. In addition, the timing of new studio openings is sometimes delayed for a variety of reasons, and delayed openings would adversely affect our business, results of operations, cash flows and financial condition.

Our success depends substantially on our ability to maintain the value and reputation of our brands.

Our success is dependent in large part upon our ability to maintain and enhance the value of our brands and the connection of franchisees' customers to our brands. Maintaining, protecting and enhancing our brands depends largely on the success of our marketing efforts, ability to provide consistent, high-quality services and our ability to successfully secure, maintain and defend our rights to use trademarks important to our brands. We believe that the importance of our brands will increase as competition within our markets further intensifies and brand promotion activities may require substantial expenditures. Our brands could be harmed if we fail to achieve these objectives or if our public image were to be tarnished by negative publicity. In particular, studios offer services that involve physical interaction, and any claims of inappropriate touching or behavior by

franchisees' employees or independent contractors, even if unsubstantiated, could harm our and our brands' reputations. Unfavorable publicity about us, including our brands, services, products, customer service, personnel, technology and suppliers, could diminish confidence in, and the use of, our services and products. Such negative publicity also could have an adverse effect on the size, engagement and loyalty of franchisees' customers and result in decreased revenue, which could have an adverse effect on our business, results of operations, cash flows and financial condition.

Our expansion into new markets may present increased risks due to our unfamiliarity with those markets.

Certain new franchised studios and studios franchised through master franchisees are planned for markets where there may be limited or no market recognition of our brands. Those new markets may have competitive conditions, consumer preferences and discretionary spending patterns that are different from those in our existing markets. As a result, studios in these new markets may be less successful than studios in existing markets. Franchisees may need to build brand awareness in those new markets through greater investments in advertising and promotional activity than franchisees originally planned. Franchisees may find it more difficult in new markets to hire, motivate and retain qualified employees who can project our vision, passion and culture. Studios opened in new markets may also have lower average sales than studios opened in existing markets. Sales at studios opened in new markets may take longer to ramp up and reach expected sales and profit levels, and may never do so, thereby adversely affecting our business, results of operations, cash flows and financial condition.

Our expansion into international markets exposes us to a number of risks that may differ in each country where we have licensed franchisees.

We currently have franchised studios in Canada, signed master franchise agreements governing the development of franchised studios in Australia, Japan, Saudi Arabia, Singapore, South Korea and Spain, entered into international expansion agreements in the Dominican Republic, Austria and Germany and plan to continue to grow internationally. However, our international operations are in early stages. Expansion into international markets will be affected by local economic and market conditions. Therefore, as we expand internationally, franchisees may not experience the operating margins we expect, and our results of operations and growth may be materially and adversely affected. Our financial condition and results of operations may also be adversely affected if the global markets in which our franchised studios compete are affected by changes in political, economic or other factors. These factors, over which neither we nor franchisees have control, may include:

- impact of the COVID-19 pandemic, including social distancing and other restrictions imposed due to the COVID-19 pandemic;
- recessionary or expansive trends in international markets;
- increases in the taxes we or franchisees pay and other changes in applicable tax laws;
- legal and regulatory changes, and the burdens and costs of our and franchisees' compliance with a variety of foreign laws;
- changes in inflation rates;
- changes in exchange rates and the imposition of restrictions on currency conversion or the transfer of funds;
- difficulty in protecting our brands, reputation and intellectual property;
- difficulty in collecting royalties;

- political and economic instability; and
- other external factors, including actual or perceived threats to public health.

If we or master franchisees fail to identify, recruit and contract with a sufficient number of qualified franchisees, our ability to open new studios and increase our revenue could be materially adversely affected.

The opening of new studios depends, in part, upon the availability of prospective franchisees who meet our criteria. We or master franchisees may not be able to identify, recruit or contract with qualified franchisees in our target markets on a timely basis or at all. In addition, franchisees may not ultimately be able to access the financial or management resources that they need to open the studios contemplated by their agreements with us, or they may elect to cease studio development for other reasons. If we or master franchisees are unable to recruit qualified franchisees or if franchisees are unable or unwilling to open new studios as planned, our growth may be slower than anticipated, which could materially adversely affect our ability to increase our revenue and materially adversely affect our business, results of operations, cash flows and financial condition.

Franchisees may incur rising costs related to the construction of new studios and maintenance of existing studios, which could adversely affect the attractiveness of our franchise model and, in turn, our business, results of operations, cash flows and financial condition.

Franchisees' studios require significant upfront and ongoing investment, including periodic remodeling and equipment replacement. Further, studio operating costs have increased in connection with franchisees' responses to the COVID-19 pandemic, including implementing required and recommended measures designed to mitigate the spread of COVID-19. If franchisees' costs are greater than expected, franchisees may need to outperform their operational plan to achieve their targeted return. In addition, increased costs may result in lower profits to franchisees, which may cause them to cease operations or make it harder for us to attract new franchisees, which in turn could materially and adversely affect our business, results of operations, cash flows and financial condition.

In addition, if a franchisee is unwilling or unable to acquire the necessary financing to invest in the maintenance and upkeep of its studios, including periodic remodeling and equipment replacement, the quality of its studios could deteriorate, which may have a negative impact on the image of our brands and franchisees' ability to attract and retain customers, which in turn may have a negative impact on our business, results of operations, cash flows and financial condition.

If franchisees are unable to identify and secure suitable sites for new studios, our ability to open new studios and increase our revenue could be materially adversely affected.

To successfully expand our business, franchisees must identify and secure sites for new studios that meet our established criteria. Franchisees face significant competition for such sites and, as a result, franchisees may lose or be forced to pay significantly higher prices for such sites. If franchisees are unable to identify and secure sites for new studios that meet our established criteria, our revenue growth rate and results of operations may be negatively impacted. Additionally, if our or franchisees' analysis of the suitability of a new studio site is incorrect, franchisees may not be able to recover their capital investment in developing and building the new studio.

As we increase our number of franchised studios, franchisees may also open studios in higher-cost markets, which could entail, among other expenses, greater lease payments and construction costs. The higher level of invested capital at these studios may require higher operating margins and higher net income per studio to produce the level of return we, franchisees and our potential franchisees expect. Failure to provide this level of return could adversely affect our business, results of operations, cash flows and financial condition.

Opening new studios in close proximity to existing studios may negatively impact existing studios' revenue and profitability.

Franchisees currently operate studios in 48 U.S. states and the District of Columbia, Canada, Australia, Japan, Saudi Arabia and South Korea, and we plan to continue to seek franchisees to open new studios in the future, some of which will be in existing markets. We intend to continue opening new franchised studios in existing markets as part of our growth strategy, some of which may be located in close proximity to studios already in those markets. Opening new studios in close proximity to existing studios may attract some customers away from those existing studios, which may lead to diminished revenue and profitability for us and franchisees rather than increased market share. In addition, as a result of opening new studios in existing markets, and because older studios will represent an increasing proportion of our studio base over time, same store sales may be lower in future periods than they have been historically.

New brands or services that we launch in the future may not be as successful as we anticipate, which could have a material adverse effect on our business, results of operations, cash flows and financial condition.

We acquired Stretch Lab in November 2017, Row House in December 2017, AKT in March 2018, Yoga Six in July 2018, Stride in December 2018 and Rumble in March 2021. We launched our digital platform offerings in 2019. We may launch additional brands, services or products in the future. We cannot assure you that any new brands, services or products we launch will be accepted by consumers, that we will be able to recover the costs incurred in developing new brands, services or products, or that new brands, services or products will be successful. If new brands, services or products are not as successful as we anticipate, it could have a material adverse effect on our business, results of operations, cash flows and financial condition.

Franchisees could take actions that harm our business.

Franchisees are contractually obligated to operate their studios in accordance with the operational, safety and health standards set forth in our agreements with them. Franchisees are independent third parties and their actions are outside of our control. In addition, we cannot be certain that franchisees will have the business acumen or financial resources necessary to operate successful franchises, and certain state franchise laws may limit our ability to terminate or modify our franchise agreements with them. Franchisees own, operate and oversee the daily operations of their studios, and their employees and independent contractors are not our employees or independent contractors. As a result, the ultimate success and quality of any studio rests with the franchisee. If franchisees do not operate their studios in a manner consistent with required standards and comply with local laws and regulations, franchise fees and royalties paid to us may be adversely affected and the image of our brands and our reputation could be harmed, which in turn could adversely affect our business, results of operations, cash flows and financial condition. Furthermore, we may have disputes with franchisees that could damage the image of our brands, our reputation and our relationships with franchisees.

Franchisees may not successfully execute our suggested best practices, which could harm our business.

Franchisees may not successfully execute our suggested best practices, which include our recommended plan for operating and managing a studio. We believe our suggested best practices provide key principles designed to help franchisees manage and operate a studio efficiently. If a franchisee is unable to manage or operate their studio efficiently, the performance and quality of service of the studio could be adversely affected, which could reduce customer engagement and negatively affect our royalty revenues and brand image. Further, we expect franchisees to follow our suggested best practices, and if a franchisee does not adopt the principles outlined by us, franchisees may not generate the revenue we expect and our forecasts and projections may be inaccurate, which in turn could adversely affect our business, results of operations, cash flows and financial condition.

We are subject to a variety of additional risks associated with franchisees.

Our franchise model subjects us to a number of risks, any one of which may impact our royalty revenues collected from franchisees, harm the goodwill associated with our brands, and materially and adversely impact our business, results of operations, cash flows and financial condition.

Franchisee bankruptcies. A franchisee bankruptcy could have a substantial negative impact on our ability to collect payments due under our agreements with such franchisee. In the event of a franchisee bankruptcy, the bankruptcy trustee may reject its franchise agreement or agreements, area development agreement or any other agreements pursuant to Section 365 under the U.S. Bankruptcy Code, in which case there would be no further royalty payments or any other payments from such franchisee, and we may not ultimately recover those payments in a bankruptcy proceeding of such franchisee in connection with a damage claim resulting from such rejection.

Franchisee changes in control. Franchisees are independent business owners. Although we have the right to approve franchisees, including any transferee franchisees, it can be difficult to predict in advance whether a particular franchisee will be successful. If an individual franchisee is unable to successfully establish, manage and operate its studio, the performance and quality of service of the studio could be adversely affected, which could reduce sales and negatively affect our royalty revenues, the image of our brands and our reputation. In the event of the death or disability of a franchisee (if a natural person) or a principal of a franchisee entity, the executors and representatives of the franchisee are required to transfer the relevant franchise agreements with us to the franchisee's heirs, trust, personal representative or conservator, as applicable. In any transfer situation, the transferee may not be able to perform the former franchisee's obligations under such franchise agreements and successfully operate the studio. In such a case, the performance and quality of service of the studio could be adversely affected, which could also reduce sales and negatively affect our royalty revenues, the image of our brands and our reputation.

Franchisee insurance. Franchise agreements require each franchisee to maintain certain insurance types at specified levels. Losses arising from certain extraordinary hazards, however, may not be covered, and insurance may not be available (or may be available only at prohibitively expensive rates) with respect to many other risks. Moreover, any loss incurred could exceed policy limits and policy payments made to franchisees may not be made on a timely basis. Any such loss or delay in payment could have a material adverse effect on a franchisee's ability to satisfy its obligations under its franchise agreement with us or other contractual obligations, which could negatively affect our operating and financial results.

Franchisees that are operating entities. Franchisees may be natural persons or legal entities. Franchisees that are operating companies (as opposed to limited purpose entities) are subject to business, credit, financial and other risks, which may be unrelated to the operation of their studios. These unrelated risks could materially and adversely affect a franchisee that is an operating company and its ability to service its customers and maintain studio operations while making royalty payments, which in turn may materially and adversely affect our business, results of operations, cash flows and financial condition.

Franchise agreement termination and nonrenewal. Each of our franchise agreements is subject to termination by us as the franchisor in the event of a default. The default provisions under our franchise agreements are drafted broadly and include, among other things, any failure to meet performance standards.

In addition, each of our franchise agreements has an expiration date. Upon the expiration of a franchise agreement, we or the franchisee may, or may not, elect to renew the franchise agreement. The franchise agreement renewal is contingent on, among other requirements, the franchisee's execution of the then-current form of franchise agreement (which may include increased royalty rates, advertising fees and other fees and costs), the satisfaction of certain conditions (including studio renovation and modernization and other requirements) and the payment of a renewal fee. If a franchisee is unable or unwilling to satisfy any of these requirements, the expiring franchise agreement will terminate upon the expiration of its term.

Franchisee litigation and effects of regulatory efforts. We and franchisees are subject to a variety of litigation risks, including, but not limited to, customer claims, personal injury claims, harassment claims, vicarious liability claims, litigation with or involving our relationship with franchisees, litigation alleging that the franchisees are our employees or that we are the co-employer of franchisees' employees, landlord/tenant disputes, intellectual property claims, gift card claims, employee allegations of improper termination and discrimination, claims related to violations of the Americans with Disabilities Act of 1990 (the "ADA"), the Fair Labor Standards Act, the Occupational Safety and Health Act (the "OSHA") and other employment-related laws. Each of these claims may increase costs, reduce the execution of new franchise agreements and affect the scope and terms of insurance or indemnifications we and franchisees may have. Litigation against a franchisee or its affiliates by third parties or regulatory agencies, whether in the ordinary course of business or otherwise, may also include claims against us by virtue of our relationship with the defendant-franchisee, whether under vicarious liability, joint employer or other theories. In addition to such claims decreasing the ability of a defendant-franchisee to make royalty payments and diverting our management and financial resources, adverse publicity resulting from such allegations may materially and adversely affect us, the image of our brands and our reputation, regardless of whether the allegations are valid or we are liable. Our international operations may be subject to additional risks related to litigation, including difficulties in enforcement of contractual obligations governed by foreign law due to differing interpretations of rights and obligations, compliance with multiple and potentially conflicting laws, new and potentially untested laws and judicial systems, and reduced or diminished protection of intellectual property. A substantial judgment against us or one of our subsidiaries could materially and adversely affect our business, results of operations, cash flows and financial condition.

In addition, we, master franchisees, and franchisees are subject to various regulatory efforts, such as efforts to enforce employment laws, which include efforts to categorize franchisors as the co-employers of their franchisees' employees, legislation to categorize independent contractors as employees, legislation to categorize individual franchised businesses as large employers for the purposes of various employment benefits, and other legislation or regulations that may have a disproportionate impact on franchisors and/or franchised businesses. These efforts may impose greater costs and regulatory burdens on us and franchisees, and negatively affect our ability to attract and retain franchisees.

We could also become subject to class action or other lawsuits related to the above-described or different matters in the future. In the ordinary course of business, we are also the subject of regulatory actions regarding the enforceability of the non-compete clauses included in our franchise agreements. In particular, certain states have public policies that may call into question the enforceability of non-compete clauses. Regardless, however, of whether any claim brought against us in the future is valid or we are liable, such a claim would be expensive to defend and may divert time, money and other valuable resources away from our operations and, thereby, hurt our business.

Insurance may not be available at all or in sufficient amounts to cover any liabilities with respect to these or other matters. A judgment or other liability in excess of our insurance coverage for any claims, or any adverse publicity resulting from such claims, could adversely affect our business, results of operations, cash flows and financial condition.

Franchise agreements and franchisee relationships. Franchisees develop and operate their studios under terms set forth in our area development and franchise agreements, respectively. These agreements give rise to long-term relationships that involve a complex set of obligations and cooperation. We have a standard set of agreements that we typically use with franchisees. However, we reserve the right to negotiate terms of our franchise agreements with individual franchisees or groups of franchisees (*e.g.*, a franchisee association). We and franchisees may not always maintain a positive relationship or interpret our agreements in the same way. Our failure to have positive relationships with franchisees could individually or in the aggregate cause us to change or modify our business practices, which may make our franchise model less attractive to franchisees or their customers.

While our franchisee revenues are not concentrated among one or a small number of parties, the success of our business does depend in large part on our ability to maintain contractual relationships with franchisees in profitable studios. A typical franchise agreement has a ten-year term. No franchisee accounted for more than 5% of our total studios. If we fail to maintain or renew our contractual relationships with these significant franchisees on acceptable terms, or if one or more of these significant franchisees were to become unable or otherwise unwilling to pay amounts due to us, our business, results of operations, cash flows and financial condition could be materially adversely affected.

Macroeconomic conditions or an economic downturn or uncertainty in our key markets could adversely affect discretionary spending and reduce demand for our and franchisees' services and products, which could adversely affect our and franchisees' ability to increase sales at existing studios or to open new studios.

Recessionary economic cycles, low consumer confidence, inflation, higher interest rates, higher levels of unemployment, higher consumer debt levels, higher tax rates and other changes in tax laws or other economic factors that may negatively affect our ability to attract franchisees and a decrease in discretionary consumer spending could reduce demand for health, fitness and wellness services and products, which could adversely affect our revenue and operating margins and make opening new studios more difficult. In recent years, the United States and other significant economic markets have experienced cyclical downturns and worldwide economic conditions remain uncertain. As global economic conditions continue to be volatile or economic uncertainty remains, trends in consumer discretionary spending also remain unpredictable and subject to reductions. Unfavorable economic conditions may decrease demand for our franchises. In addition, unfavorable economic conditions may lead consumers to have lower disposable income and reduce the frequency with which they purchase our and franchisees' services and products. In addition, disasters or outbreaks, such as the COVID-19 pandemic, as well as any resulting recession, depression or other long-term economic impact, could negatively impact consumer spending in the impacted regions or depending upon the severity, globally, which could adversely impact our or franchisees' operating results. This could result in fewer transactions or limitations on the prices we and franchisees can charge for services and products, either of which could reduce our sales and operating margins. All of these factors could have a material adverse impact on our results of operations and growth strategy.

Our future success depends on the continuing efforts of our key employees and franchisees' ability to attract and retain highly skilled personnel.

Our future success depends, in part, on the services of our senior management team and other key employees at our corporate headquarters, as well as on our and franchisees' ability to recruit, retain and motivate key employees. Competition for such employees can be intense, and the inability to identify, attract, develop, integrate and retain the additional qualified employees required to expand our and franchisees' activities, or the loss of current key employees, could adversely affect our and franchisees' operating efficiency and financial condition. In particular, we are highly dependent on the services of Anthony Geisler, our Chief Executive Officer and founder, who is critical to the development of our business, vision and strategic direction. We also heavily rely on the continued service and performance of our senior management team, including each of our brand presidents, who provide leadership, contribute to the core areas of our business and help us to efficiently execute our business. If our senior management team, including any new hires that we make in the future, fails to work together effectively and to execute our plans and strategies on a timely basis, our business and future growth prospects could be harmed.

Additionally, the loss of any key personnel could make it more difficult to manage our operations, reduce our employee retention and revenue and impair our ability to compete. Although we have entered into employment offer letters with certain of our key personnel, including Mr. Geisler, these letters have no specific duration and constitute at-will employment. We do not maintain key person life insurance policies on any of our employees.

Competition for highly skilled personnel is often intense. We and franchisees may not be successful in attracting, integrating or retaining qualified personnel to fulfill our or their needs. We have from time to time experienced, and we expect to continue to experience in the future, difficulty in hiring and retaining highly skilled employees with appropriate qualifications.

Our investments in underperforming studios may be unsuccessful, which could adversely affect our business, results of operations, cash flows and financial condition.

From time to time, we take ownership of underperforming studios with a view to improving the operating results of the studio and ultimately re-licensing it to a different franchisee. As a result of the COVID-19 pandemic, we took ownership of a larger number of studios in 2020 than we have taken in previous years. As of December 31, 2020, we had ownership of 40 studios, compared to 14 and four studios as of December 31, 2018 and 2019, respectively. As of March 31, 2021, we had ownership of 49 studios. There is no guarantee that we will be successful in improving the operating results of such a studio or refranchising it. If the costs of operating the studio are greater than expected, the studio is otherwise unattractive due to its location or otherwise or we are required to operate the studio for an extended period of time, our business, results of operations, cash flows and financial condition may be adversely affected. We are actively seeking to refranchise our company-owned studios, as operating company-owned studios is not a component of our business model. However, we may not be able to do so and we expect that if we have not been able to do so by December 31, 2021, we may choose to close most or all such studios to the extent they are not profitable at that time and would incur charges in connection therewith for asset impairment and lease termination, employee severance and related matters, which could adversely affect our business, results of operations, cash flows and financial condition. In addition, our operation of studios may also have the effect of heightening many of the other risks for us described in this "Risk Factors" section that are related to the franchisee's operation of its studios, such as those relating to our ability to attract and retain members, health and safety risks to our members, loss of key employees and changes in consumer preferences.

From time to time, we also make cash support payments to franchisees of underperforming studios. The support payments are intended to help franchisees improve their studios. The support payments may not be sufficient to help franchisees improve their results, and we may never realize a return on the support payments, which could materially and adversely affect our business, results of operations, cash flows and financial condition.

Disruptions in the availability of financing for current or prospective franchisees could adversely affect our business, results of operations, cash flows and financial condition.

Any decline in the capital markets or limits on credit availability may negatively affect the ability of current or prospective franchisees to access the financial or management resources that they need to open or continue operating the studios contemplated by their agreements with us. Franchisees generally depend upon financing from banks or other financial institutions in order to construct and open new studios and to provide working capital. If there is a decline in the credit environment, financing may become difficult to obtain for some or all of our current and prospective franchisees. If current or prospective franchisees face difficulty obtaining financing, the number of our franchised studios may decrease, franchise fee revenues and royalty revenues could decline and our planned growth may slow, which would negatively impact our business, results of operations, cash flows and financial condition.

Our Chief Executive Officer and founder owns ICI, which has provided financing to a limited number of franchisees in the past. ICI has discontinued lending to franchisees and franchisees may be unable to obtain funds to finance new studios on similar terms or timelines and our ability to have franchisees open new studios and increase our revenue could be materially adversely affected.

Our Chief Executive Officer and founder is the owner of ICI, which directly and indirectly has provided financing to a limited number of franchisees to fund working capital, equipment leases, franchise fees and other

related expenses. ICI has discontinued lending to franchisees and franchisees may be unable to obtain financing on the same or similar terms or on the same timeline and our future growth could be adversely affected.

We operate in a highly competitive market and we may be unable to compete successfully against existing and future competitors.

Our services are offered in a highly competitive market. We face significant competition in every aspect of our business, including other fitness studios, personal trainers, health and fitness clubs, at-home fitness equipment, online fitness services and health and wellness apps. We also compete to sell franchises to potential franchisees who may choose to purchase franchises in boutique fitness from other operators, or franchises in other industries. Moreover, we expect the competition in our market to intensify in the future as new and existing competitors introduce new or enhanced services and products that compete with ours and as the industry continues to shift towards more online offerings. Franchisees compete with other fitness industry participants, including:

- other national and regional boutique fitness offerings, some of which are franchised and others of which are owned centrally at a corporate level;
- other fitness centers, including gyms and other recreational facilities;
- individually owned and operated boutique fitness studios;
- personal trainers;
- racquet, tennis and other athletic clubs;
- online fitness services and health and wellness apps;
- the home-use fitness equipment industry; and
- businesses offering similar services.

Our competitors may develop, or have already developed, services, products, features or technologies that are similar to ours or that achieve greater consumer acceptance, may undertake more successful service and product development efforts, create more compelling employment opportunities, franchise opportunities or marketing campaigns, or may adopt more aggressive pricing policies. Our competitors may develop or acquire, or have already developed or acquired, intellectual property rights that significantly limit or prevent our ability to compete effectively in the public marketplace. In addition, our competitors may have significantly greater resources than us, allowing them to identify and capitalize more efficiently upon opportunities in new markets and consumer preferences and trends, more quickly transition and adapt their services and products, devote greater resources to marketing and advertising, or be better positioned to withstand substantial price competition. If we are unable to compete effectively against our competitors, they may acquire and engage customers or generate revenue at the expense of our efforts, which could have an adverse effect on our business, results of operations, cash flows and financial condition.

Franchisees may be unable to attract and retain customers, which would materially and adversely affect our business, results of operations, cash flows and financial condition.

The success of our business depends on franchisees' ability to attract and retain customers. Our and franchisees' marketing efforts may not be successful in attracting customers to studios, and customer engagement may materially decline over time, especially at studios in operation for an extended period of time. Customers may cancel their memberships at any time after giving proper advance notice, subject to an initial minimum term

applicable to certain memberships. Franchisees may also cancel or suspend memberships if a customer fails to provide payment. In addition, franchised studios experience attrition and must continually engage existing customers and attract new customers in order to maintain membership levels. Some of the factors that could lead to a decline in customer engagement include changing desires and behaviors of consumers or their perception of our brands, changes in discretionary spending trends and general economic conditions, effects of outbreaks, such as the current COVID-19 pandemic, including consumer hesitancy to return to in-person indoor studios, social distancing requirements, stay-at-home orders and advisories, other restrictions suggested or mandated by governmental authorities, market maturity or saturation, a decline in our ability to deliver quality service at a competitive price, a decrease in monthly membership dues as a result of direct and indirect competition in our industry, a decline in the public's interest in health, fitness and wellness, or a decline in the public's interest in attending in-person fitness classes, among other factors. In order to increase membership levels, we may from time to time allow franchisees to offer promotions or lower monthly dues or annual fees. If we and franchisees are not successful in optimizing price or in increasing membership levels in new and existing studios, growth in monthly membership dues or annual fees may suffer. Any decrease in our average dues or fees or higher membership costs may adversely impact our business, results of operations, cash flows and financial condition.

If we are unable to anticipate and satisfy consumer preferences and shifting views of health, fitness and wellness, our business may be adversely affected.

Our success depends on our ability to identify and originate trends, as well as to anticipate and react to changing consumer preferences and demands relating to health, fitness and wellness, in a timely manner. Our business is subject to changing consumer preferences and trends that cannot be predicted with certainty. Developments or shifts in research or public opinion on the types of health, fitness and wellness services our brands provide could negatively impact consumers' preferences for such services and negatively impact our business. If we are unable to introduce new or enhanced offerings in a timely manner, or if our new or enhanced offerings are not accepted by consumers, our competitors may introduce similar offerings faster than us, which could negatively affect our rate of growth. Moreover, our new offerings may not receive consumer acceptance as preferences could shift rapidly to different types of health, fitness and wellness offerings or away from these types of offerings altogether, and our future success depends in part on our ability to anticipate and respond to these shifts. For example, during the COVID-19 pandemic, many of our members have shifted to at-home workouts. We are unable to predict whether our active membership levels will return to the same levels as our franchisees experienced before the COVID-19 pandemic. Failure to anticipate and respond in a timely manner to changing consumer preferences and demands could lead to, among other things, lower revenue at our franchised studios and, therefore, lower revenue from royalties. Even if we are successful in anticipating consumer preferences and demands, our ability to adequately react to and address them will partially depend upon our continued ability to develop and introduce innovative, high-quality offerings. Development of new or enhanced offerings may require significant time and financial investment, which could result in increased costs and a reduction in our operating margins. For example, we have historically incurred higher levels of sales and marketing expenses accompanying the introduction of each brand and service.

Our planned growth could place strains on our management, employees, information systems and internal controls, which may adversely impact our business.

Since our founding in 2017, we have experienced significant growth in our business activities and operations. This expansion has placed, and our planned future expansion may place, significant demands on our administrative, operational, financial and other resources. Any failure to manage growth effectively could seriously harm our business. To be successful, we will need to continue to implement management information systems and improve our operating, administrative, financial and accounting systems and controls. We will also need to train new employees and maintain close coordination among our executive, accounting, finance, legal, human resources, risk management, marketing, technology, sales and operations functions. These processes are time-consuming and expensive, increase management responsibilities and divert management attention, and we may not realize a return on our investment in these processes. In addition, we believe the culture we and

franchisees foster at studios is an important contributor to our success. However, as we expand we may have difficulty maintaining our culture or adapting it sufficiently to meet the needs of our operations. These risks may be heightened as our growth accelerates. In 2019, franchisees opened 400 studios, compared to 258 studios in 2018 and 231 studios in 2017, in North America on an adjusted basis to reflect historical information of the brands we have acquired. In 2020, franchisees opened 241 studios in North America on an adjusted basis to reflect historical information of the brands we have acquired. Our failure to successfully execute on our planned expansion of studios could materially and adversely affect our business, results of operations, cash flows and financial condition.

Our business is subject to various laws and regulations and changes in such laws and regulations, our or franchisees' failure to comply with existing or future laws and regulations, could adversely affect our business, results of operations, cash flows and financial condition.

We are subject to a trade regulation rule on franchising, known as the FTC Franchise Rule, promulgated by the U.S. Federal Trade Commission (the "FTC"), which regulates the offer and sale of franchises in the United States and its territories and requires us to provide to all prospective franchisees certain mandatory disclosure in a franchise disclosure document ("FDD"). In addition, we are subject to state franchise sales laws in approximately 19 U.S. states that regulate the offer and sale of franchises by requiring us to make a business opportunity exemption or franchise filing or obtain franchise registration prior to making any offer or sale of a franchise in those states and to provide a FDD to prospective franchisees. We are subject to franchise sales laws in six provinces in Canada that regulate the offer and sale of franchises by requiring us to provide a FDD in a prescribed format to prospective franchisees and that further regulate certain aspects of the franchise relationship. Our failure to comply with such franchise sales laws may result in a franchisee's right to rescind its franchise agreement and damages and may result in investigations or actions from federal or state franchise authorities, civil fines or penalties, and stop orders, among other remedies. We are also subject to franchise relationship laws in at least 22 U.S. states that regulate many aspects of the franchise relationship, including renewals and terminations of franchise agreements, franchise transfers, the applicable law and venue in which franchise disputes must be resolved, discrimination and franchisees' right to associate, among others. Our failure to comply with such franchise relationship laws may result in fines, damages and our inability to enforce franchise agreements where we have violated such laws. In addition, in certain states under certain circumstances, such as allegations of fraud, we may be temporarily prevented from offering or selling franchises until either our annual FDD filing, or any amendment to our FDD filing, is accepted by the relevant regulatory agency. Our non-compliance with franchise sales laws or franchise relationship laws could result in our liability to franchisees and regulatory authorities as described above, our inability to enforce our franchise agreements, inability to sell licenses and a reduction in our anticipated royalty or franchise revenue, which in turn may materially and adversely affect our business, results of operations, cash flows and financial condition.

We and franchisees are also subject to the Fair Labor Standards Act of 1938, as amended, and various other laws in the United States and Canada governing such matters as minimum-wage requirements, overtime and other working conditions. A significant number of our and franchisees' employees are paid at rates related to the U.S. federal minimum wage. Increases in the U.S. federal minimum wage would increase our and franchisees' labor costs, which might result in our and franchisees' inadequately staffing studios. Such increases in labor costs and other changes in labor laws could affect studio performance and quality of service, decrease royalty revenues and adversely affect our brands.

Our and franchisees' operations and properties are subject to extensive U.S. and Canadian federal, state, provincial and local laws and regulations, as well laws and regulations in other countries in which we and franchisees have begun operating, or in the future may operate, including those relating to environmental, building and zoning requirements. Our and franchisees' development of properties depends to a significant extent on the selection and acquisition of suitable sites, which are subject to zoning, land use, environmental, traffic and other regulations and requirements. Failure to comply with these legal requirements could result in, among other things, revocation of required licenses, administrative enforcement actions, fines and civil and criminal liability, which could adversely affect our business, results of operations, cash flows and financial condition.

We and franchisees are responsible at the studios we operate for compliance with state and provincial laws that regulate the relationship between studios and their customers. Many states and provinces have consumer protection regulations that may limit the collection of dues or fees prior to a studio opening, require disclosure of certain pricing information, mandate the maximum length of membership contracts and "cooling off" periods for customers after the purchase of a membership, set escrow and bond requirements for studios, govern customer rights in the event of a customer relocation or disability, provide for specific customer rights when a studio closes or relocates or preclude automatic membership renewals. Our or franchisees' failure to comply fully with these rules or requirements may subject us or franchisees to fines, penalties, damages and civil liability, or result in membership contracts being void or voidable. In addition, states may modify these laws and regulations in the future. Any additional costs which may arise in the future as a result of changes to the legislation and regulations or in their interpretation could individually or in the aggregate cause us to change or limit our business practices, which may make our business model less attractive to franchisees or their customers.

We currently are, and may in the future be, subject to legal proceedings, regulatory disputes and governmental inquiries that could cause us to incur significant expenses, divert our management's attention, and materially harm our business, results of operations, cash flows and financial condition.

From time to time, we may be subject to claims, lawsuits, government investigations and other proceedings involving competition and antitrust, intellectual property, privacy, consumer protection, securities, tax, labor and employment, gift cards, commercial disputes and other matters that could adversely affect our business, results of operations, cash flows and financial condition. In the ordinary course of business, we are the subject of complaints or litigation, including litigation related to acquisitions, classification of independent contractors, trademark disputes, claims related to misrepresentations in our franchise disclosure documents and claims related to our franchise agreements or employment agreements. For example, suits have been brought against us by founders of brands we have acquired, alleging, among other complaints, breach of contract. If any of these lawsuits are decided adversely against us, it may adversely affect our business, results of operations, cash flows and financial condition. Litigation related to laws or regulations, or changes in laws or regulations, governing instructor certifications may also adversely affect our or franchisees' businesses. For example, suits have been brought against Stretch Lab franchisees alleging that flexologists must be certified massage therapists. If any of these lawsuits are decided adversely against franchisees, or laws or regulations regarding instructor certifications change, franchisees may face increased labor costs, which could adversely affect the franchisee's business and results of operations, which may adversely affect our business, results of operations, cash flows and financial condition.

Litigation and regulatory proceedings may be protracted and expensive, and the results are difficult to predict. Additionally, our litigation costs could be significant. Adverse outcomes with respect to litigation or any of these legal proceedings may result in significant settlement costs or judgments, penalties and fines, or require us to modify, make temporarily unavailable or stop offering or selling certain services or products, all of which could negatively affect our sales and revenue growth. In particular, any allegations of fraud could temporarily prevent us from offering or selling franchises in certain states for a period of time.

The results of litigation, investigations, claims and regulatory proceedings cannot be predicted with certainty, and determining reserves for pending litigation and other legal and regulatory matters requires significant judgment. There can be no assurance that our expectations will prove correct, and even if these matters are resolved in our favor or without significant cash settlements, these matters, and the time and resources necessary to litigate or resolve them, could harm our business, results of operations, cash flows and financial condition.

We, master franchisees and franchisees could be subject to claims related to health and safety risks to customers that arise while at our and franchisees' studios.

The use of our and franchisees' studios poses some potential health and safety risks to customers through, among other things, physical exertion and the physical nature of the services offered. Claims might be

asserted against us and franchisees for a customer's death or injury sustained while exercising and using the facilities at a studio, for harassment in connection with services offered at a studio, or product liability claims arising from use of equipment in the studio, and we may be named in such a suit even if the products claim relates to the operations or facilities of a franchisee. We may not be able to successfully defend such claims. We also may not be able to maintain our general liability insurance on acceptable terms in the future or maintain a level of insurance that would provide adequate coverage against potential claims. In addition, adverse publicity resulting from such allegations may materially and adversely affect us, the image of our brands and our reputation, regardless of whether such allegations are valid or we are liable. Depending upon the outcome, these matters may have a material adverse effect on our business, results of operations, cash flows and financial condition.

We, master franchisees and franchisees rely heavily on information systems provided by a single provider, and any material failure, interruption, weakness or termination with such supplier may prevent us from effectively operating our business and damage our reputation.

We and franchisees in North America increasingly rely on information systems provided by ClubReady, LLC ("ClubReady"), including thepoint-of-sale processing systems in our franchised studios and other information systems managed by ClubReady, to interact with franchisees and customers and to collect and maintain customer information or other personally identifiable information, including for the operation of studios, collection of cash, management of our equipment supply chain, accounting, staffing, payment of obligations, Automated Clearing House ("ACH") transactions, credit and debit card transactions and other processes and procedures. Our and franchisees' ability to efficiently and effectively manage studios depends significantly on the reliability and capacity of these systems, and any potential failure of ClubReady to provide quality uninterrupted service is beyond our and their control.

We recently notified ClubReady of a breach of contract related to our position that ClubReady had failed to meet its contractual performance obligations, and that we intend to move forward with litigation if the breach is not cured. If we ultimately terminate our relationship with ClubReady, we may incur substantial delays and expense in finding and integrating an alternative studio management and payment service provider into our operating systems. We believe there are alternate studio management and payment service providers that are capable of supporting our platform and franchisees, however the integration of the new system could temporarily disrupt our and franchisees' business and the quality and reliability of such alternative service provider may not be comparable to that of ClubReady.

Franchisees outside of North America also rely on information systems, and any disruption in such information systems could negatively impact such franchisees' operations, which could adversely affect our business, results of operations or financial condition.

Our and franchisees' operations depend upon our and their ability, as well as the ability of third-party service providers such as ClubReady, to protect our and their computer equipment and systems against damage from physical theft, fire, power loss, telecommunications failure or other catastrophic events, as well as from internal and external security breaches, viruses, denial-of-service attacks and other disruptive problems. The failure of these systems to operate effectively, maintenance problems, upgrading or transitioning to new platforms, expanding our systems as we grow, a breach in security of these systems or other unanticipated problems could result in interruptions to or delays in our business and customer service and reduce efficiency in our operations. In addition, the implementation of technology changes and upgrades to maintain current and integrate new systems, as well as transitions from one service provider to another, may cause service interruptions, operational delays due to the learning curve associated with using a new system, transaction processing errors and system conversion delays and may cause us to fail to comply with applicable laws. If our, franchisees' or our third-party service providers' information systems fail and the back-up or disaster recovery plans are not adequate to address such failures, our revenue could be reduced and the image of our brands and our reputation could be materially adversely affected. If we need to move to a different third-party system, our operations could be interrupted. In addition, remediation of such problems could result in significant, unplanned operating or capital expenditures.

If we, master franchisees, franchisees or ClubReady fail to properly maintain the confidentiality and integrity of our data, including customer credit, debit card and bank account information and other personally identifiable information, we could incur significant liability or become subject to costly litigation and our reputation and business could be materially and adversely affected.

In the ordinary course of business, we, master franchisees, and franchisees collect, use, transmit, store and otherwise process customer and employee data, including credit and debit card numbers, bank account information, driver's license numbers, dates of birth and other highly sensitive personally identifiable information, in information systems that we, master franchisees, franchisees or our third-party service providers, including ClubReady, maintain. Some of this data is sensitive and could be an attractive target of criminal attack by malicious third parties with a wide range of motives and expertise, including organized criminal groups, hackers, "hactivists," disgruntled current or former employees, and others. The integrity and protection of that customer and employee data is critical to us.

Despite the security measures we have in place to comply with applicable laws and rules, our, master franchisees', franchisees' and our third-party service providers' facilities and systems may be vulnerable to both external and internal threats, including security breaches, acts of cyber terrorism or sabotage, vandalism or theft, misuse, unauthorized access, computer viruses, ransomware, denial-of-service attacks, misplaced, corrupted or lost data, programming or human errors or other similar events. Certain of our third-party service providers lack sufficient design and implementation of general information technology controls and we lack sufficient controls over information provided by certain third-party service providers, which could expose us to any of the foregoing risks. A number of retailers and other companies have recently experienced serious cyber security breaches of their information technology systems. Furthermore, the size and complexity of our, master franchisees', franchisees' and our third-party service providers' information systems make such systems potentially vulnerable to security breaches from inadvertent or intentional actions by our employees, franchisees or vendors, or from attacks by malicious third parties. Because such attacks are increasing in sophistication and change frequently in nature, we, franchisees, master franchisees and our third-party service providers may be unable to anticipate these attacks or implement adequate preventative measures, and any compromise of our or their systems may not be discovered promptly.

Under certain laws, regulations and contractual obligations, a cybersecurity breach could also require us to notify customers, employees or other groups of the incident. For example, laws in all 50 U.S. states require businesses to provide notice to clients whose personal information has been disclosed as a result of a data breach. These laws are not consistent, and compliance in the event of a widespread data breach is difficult and may be costly. Moreover, states have been frequently amending existing laws, requiring attention to changing regulatory requirements. The forgoing could result in adverse publicity, loss of sales and revenue, or an increase in fees payable to third parties. It could also result in significant fines, penalties orders, sanctions and proceedings or actions against us by governmental bodies and other regulatory authorities, clients or third parties or remediation and other costs that could adversely affect our business, results of operations, cash flows and financial condition. Any such proceeding or action could damage our reputation, force us to incur significant expenses in defense of these proceedings, distract our management, increase our costs of doing business or result in the imposition of financial liability.

Furthermore, we may be required to disclose personal data pursuant to demands from individuals, privacy advocates, regulators, and government and law enforcement agencies in various jurisdictions with conflicting privacy and security laws. This disclosure or the refusal to disclose personal data may result in a breach of privacy and data protection policies, notices, laws, rules, court orders and regulations and could result in proceedings or actions against us in the same or other jurisdictions, damage to the image of our brands and our reputation, and our inability to provide our services and products to consumers in certain jurisdictions.

A security breach involving the misappropriation, loss or other unauthorized disclosure of personal, sensitive or confidential information, whether by us, franchisees or our third-party service providers, could have

material adverse effects on our and franchisees' business, operations, brands, reputation and financial condition, including decreased revenue, material fines and penalties, litigation, increased financial processing fees, compensatory, statutory, punitive or other damages, adverse actions against our licenses to do business and injunctive relief by court or consent order. We maintain cyber risk insurance, but do not require franchisees to do so. In the event of a significant data security breach, our insurance may not cover all our losses that we would be likely to suffer and in addition, franchisees may not have any or adequate coverage.

Failure by us, master franchisees, franchisees or third-party service providers to comply with existing or future data privacy laws and regulations could have a material adverse effect on our business.

The collection, maintenance, use, disclosure and disposal of personally identifiable information by us, master franchisees and franchisees is regulated by federal, state and provincial governments and by certain industry groups, including the Payment Card Industry organization and the National Automated Clearing House Association. Federal, state, provincial governments and industry groups may also consider and implement from time to time new privacy and security requirements that apply to us and franchisees. Compliance with evolving privacy and security laws, requirements and regulations may result in cost increases due to necessary systems changes, new limitations or constraints on our business models and the development of new administrative processes. They also may impose further restrictions on our collection, disclosure and use of personally identifiable information that is stored in one or more of our, master franchisees', franchisees' or our third-party service providers' databases.

The U.S. federal government and various states and governmental agencies have adopted or are considering adopting various laws, regulations and standards regarding the collection, use, retention, security, disclosure, transfer and other processing of sensitive and personal information. Certain state laws may be more stringent or broader in scope, or offer greater individual rights, with respect to sensitive and personal information than federal, international or other state laws, and such laws may differ from each other, which may complicate compliance efforts. For example, the California Consumer Privacy Act (the "CCPA"), which increases privacy rights for California residents and imposes obligations on companies that process their personal information, came into effect on January 1, 2020. Among other things, the CCPA requires covered companies to provide new disclosures to California consumers and provide such consumers new data protection and privacy rights, including the ability to opt-out of certain sales of personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for certain data breaches that result in the loss of personal information. This private right of action may increase the likelihood of, and risks associated with, data breach litigation. The CCPA was amended in September 2018 and November 2019, and it is possible that further amendments will be enacted, but even in its current format, it remains unclear how various provisions of the CCPA will be interpreted and enforced. Additionally, California voters approved a new privacy law, the California Privacy Rights Act (the "CPRA"), in the November 2020 election. Effective starting on January 1, 2023, the CPRA will significantly modify the CCPA, including by expanding consumers' rights with respect to certain sensitive personal information. The CPRA also creates a new state agency that will be vested with authority to implement and enforce the CCPA and the CPRA. There are many other state-based data privacy and security laws and regulations that may impact our business. All of these evolving compliance and operational requirements impose significant costs that are likely to increase over time, may require us to modify our data processing practices and policies, divert resources from other initiatives and projects and could restrict the way services involving data are offered, all of which may adversely affect our business, results of operations, cash flows and financial condition. State laws are changing rapidly and there is discussion in Congress of a new federal data protection and privacy law to which we may be subject.

As we expand internationally, we may become subject to additional data privacy laws and regulations, including the European Union's General Data Protection Regulation (the "GDPR"), which went into effect in May 2018 and which imposes additional obligations on companies with respect to the processing of personal data and the cross-border transfer of such data. The GDPR imposes onerous accountability obligations requiring data controllers and processors to maintain a record of their data processing and policies. If our ,master franchisees',

franchisees' or service providers' privacy or data security measures fail to comply with the GDPR requirements, we may be subject to litigation, regulatory investigations, enforcement notices requiring us to change the way we use personal data and/or fines of up to 20 million Euros or up to 4% of the total worldwide annual turnover of the preceding financial year, whichever is higher, as well as compensation claims by affected individuals, negative publicity, reputational harm and a potential loss of business and goodwill. While we continue to address the implications of the recent changes to European Union data privacy regulations, data privacy remains an evolving landscape at both the domestic and international level, with new regulations coming into effect and continued legal challenges, and our efforts to comply with the evolving data protection rules may be unsuccessful. It is possible that these laws may be interpreted and applied in a manner that is inconsistent with our practices. Accordingly, we may be required to devote significant resources to understanding and complying with this changing landscape.

Noncompliance with privacy laws, industry group requirements or a security breach involving the misappropriation, loss or other unauthorized disclosure of personal, sensitive or confidential information, whether by us, franchisees or our third-party service providers, could have material adverse effects on our and franchisees' business, operations, brands, reputation and financial condition, including decreased revenue, material fines and penalties, litigation, increased financial processing fees, compensatory, statutory, punitive or other damages, adverse actions against our licenses to do business and injunctive relief by court or consent order.

Changes in legislation or requirements related to electronic funds transfer, or our or franchisees' failure to comply with existing or future regulations, may adversely impact our business, results of operations, cash flows and financial condition.

We and franchisees accept payments for our services through electronic funds transfers ("EFTs") from customers' bank accounts and, therefore, we are subject to federal, state and provincial legislation and certification requirements governing EFTs, including the Electronic Funds Transfer Act. Some states, such as New York and Tennessee, have passed or considered legislation requiring health and fitness clubs to offer a prepaid membership option at all times and/or limit the duration for which memberships can auto-renew through EFTs, if at all. Our business relies heavily on the fact that franchisees' customers continue on a month-to-month basis after the completion of any initial term requirements, and compliance with these laws and regulations and similar requirements may be onerous and expensive. In addition, variances and inconsistencies from jurisdiction to jurisdiction may further increase the cost of compliance and doing business. States that have such health and fitness club statutes provide harsh penalties for violations, including membership contracts being void or voidable. Our failure to comply fully with these rules or requirements may subject us to fines, higher transaction fees, penalties, damages and civil liability and may result in the loss of our and franchisees' ability to accept EFTs, which would have a material adverse effect on our and franchisees' businesses, results of operations, cash flows and financial condition. In addition, any such costs that may arise in the future as a result of changes to such legislation and regulations or in their interpretation, could individually or in the aggregate cause us to change or limit our business practice, which may make our business model less attractive to franchisees and our and their members.

We and franchisees are subject to a number of risks related to ACH, credit card, debit card and gift card payments we accept.

We and franchisees accept payments through ACH, credit card, debit card and gift card transactions. Acceptance of these payment options subjects us and franchisees to rules, regulations, contractual obligations and compliance requirements, including payment network rules and operating guidelines, data security standards and certification requirements, and rules governing electronic funds transfers. For ACH, credit card and debit card payments, we and franchisees pay interchange and other fees, which may increase over time. An increase in those fees would require us to either increase the prices we or franchisees charge for our services and products, which could cause us to lose franchisees or franchisees to lose customers or suffer an increase in operating expenses, either of which could harm our business, results of operations and financial condition.

If we or any of our processing vendors have problems with our billing software, or the billing software malfunctions, it could have an adverse effect on customer satisfaction and could cause one or more of the major credit card companies to disallow continued use of their payment products. In addition, if our billing software fails to work properly and, as a result, customers' credit cards, debit cards or bank accounts are not properly charged on a timely basis or at all, we could lose revenue, which would harm our results of operations. In addition, if we or any of our processing vendors experience a cybersecurity breach affecting data related to services provided to us, we could experience reputational damage or incur liability. Further, we and any of our processing vendors must comply with the standards set by the payment card industry ("PCI"). If we or any of our vendors fail to comply with PCI protocols, we could be subject to fines.

If we fail to adequately control fraudulent ACH, credit card and debit card transactions, we may face civil liability, diminished public perception of our security measures and significantly higher ACH, credit card and debit card related costs, each of which could adversely affect our business, results of operations, cash flows and financial condition. The termination of our ability to accept payments through ACH, credit or debit card transactions would significantly impair our and franchisees' ability to operate our businesses.

In addition, we and franchisees offer gift cards for classes at our and franchisees' studios. Certain states include gift cards under their abandoned and unclaimed property laws and require companies to remit to the state cash in an amount equal to all or a designated portion of the unredeemed balance on the gift cards based on certain card attributes and the length of time that the cards are inactive. To date we have not remitted any amounts relating to unredeemed gift cards to states based upon our assessment of applicable laws. The analysis of the potential application of the abandoned and unclaimed property laws to our gift cards is complex, involving an analysis of constitutional, statutory provisions and factual issues. In the event that one or more states change their existing abandoned and unclaimed property laws or successfully challenge our or franchisees' positions on the application of its abandoned and unclaimed property laws to gift cards, our or franchisees' liabilities with respect to unredeemed gift cards may be material and may negatively affect our and franchisees' business, results of operations, cash flows and financial condition.

Our dependence on a limited number of suppliers for certain equipment, services and products could result in disruptions to our business and could adversely affect our revenue and results of operation.

Certain equipment, services and products used in franchisees' studios, including exercise equipment and point-of-sale software and hardware, are sourced from third-party suppliers. The ability of these third-party suppliers to successfully provide reliable and high-quality equipment, services and products is subject to technical and operational uncertainties that are beyond our or franchisees' control. Any disruption to our third-party suppliers' operations could impact our supply chain and our ability to service existing studios and open new studios on time or at all and thereby generate revenue. If we lose these third-party suppliers or such suppliers encounter financial hardships unrelated to our or franchisees' demand for their equipment, services or products, we may be unable to identify or enter into agreements with alternative suppliers on a timely basis on acceptable terms, if at all. Transitioning to new suppliers would be time consuming and expensive and may result in interruptions in our and franchisees' operations. If we should encounter delays or difficulties in securing the quantity of equipment, services and products that we or franchisees require to service existing studios and open new studios, our third-party suppliers encounter difficulties meeting our and franchisees' demands for equipment, services or products, our or franchisees' websites experience delays or become impaired due to errors in the third-party technology or there is a deficiency, lack or poor quality of equipment, services or products provided, our ability to serve franchisees and their customers, as well as to grow our brands, would be interrupted. If any of these events occur, it could have a material adverse effect on our business, results of operations, cash flows and financial condition.

Our intellectual property rights, including trademarks and trade names, may be infringed, misappropriated or challenged by others.

Our brands and related intellectual property are important to our continued success. If we were to fail to successfully protect our intellectual property rights for any reason, or if any third party misappropriates, dilutes or infringes our intellectual property, the value of our brands may be harmed, which could have an adverse effect on our business, results of operations, cash flows and financial condition. Any damage to the image of our brands or our reputation could cause sales to decline or make it more difficult to attract new franchisees and customers.

We have been and may in the future be required to initiate litigation to enforce our trademarks, service marks and other intellectual property. Third parties have and may in the future assert that we have infringed, misappropriated or otherwise violated their intellectual property rights, which could lead to litigation against us. Litigation is inherently uncertain and could divert the attention of management, result in substantial costs and diversion of resources and could negatively affect our sales and results of operations regardless of whether we are able to successfully enforce or defend our rights.

We and franchisees are dependent on certain music licenses to permit franchisees to use music in their studios and to supplement workouts. Any failure to secure such licenses or to comply with the terms and conditions of such licenses may lead to third-party claims or lawsuits against us and/or franchisees and could have an adverse effect on our business.

We obtain, and require franchisees to obtain, certain music licenses in connection with our digital platform, for use during classes and for ambiance in our and our franchisees' studios. In some cases, we require franchisees to license rights to music included on specific playlists that we provide. If we or franchisees fail to comply with any of the obligations under such license agreements, we or franchisees may be required to pay damages and the licensor may have the right to terminate the license. Termination by the licensor would cause us and franchisees to lose valuable rights, and could negatively affect our operations. Our business would suffer if any current or future licenses expire or if we or franchisees are unable to enter into necessary licenses on acceptable terms. In addition, the royalties and other fees payable by us and franchisees under these agreements could increase in the future, which could negatively affect our business.

Our quarterly results of operations and other operating metrics may fluctuate from quarter to quarter, which makes these results and metrics difficult to predict.

Our quarterly results of operations and other operating metrics have fluctuated in the past and may continue to fluctuate from quarter to quarter. Additionally, our limited operating history makes it difficult to forecast our future results. As a result, you should not rely on our past quarterly results of operations as indicators of future performance. You should take into account the risks and uncertainties frequently encountered by companies in rapidly evolving markets. Our financial condition and results of operations in any given quarter can be influenced by numerous factors, many of which we are unable to predict or are outside of our control, including:

- franchisees' ability to maintain and attract new customers and increase their usage of their studios;
- delays in opening new studios;
- the continued market acceptance of, and the growth of the boutique fitness market;
- our ability to maintain and attract new franchisees;
- our development and improvement of the quality of the studio experience, including enhancing existing and creating new services and products;

- strategic actions by us or competitors;
- additions or departures of our senior management or other key personnel;
- sales, or anticipated sales, of large blocks of our stock;
- guidance, if any, that we provide to the public, as well as any changes in this guidance or our failure to meet this guidance;
- results of operations that vary from expectations of securities analysis and investors;
- issuance of new or changed securities analysts' reports or recommendations;
- system failures or breaches of security or privacy;
- seasonality;
- constraints on the availability of franchisee financing;
- our ability to maintain operating margins;
- the diversification and growth of our revenue sources;
- our successful expansion into international markets;
- increases in marketing, sales and other operating expenses that we may incur to grow and expand our operations and to remain competitive;
- pricing pressure as a result of competition or otherwise;
- the timing and success of new product, service, feature and content introductions by us or our competitors or any other change in the competitive landscape of our market;
- the expansion of our digital platform;
- announcement by us, our competitors or vendors of significant contracts or acquisitions;
- public response to press releases or other public announcements by us or third parties, including our filings with the SEC;
- adverse litigation judgments, settlements or other litigation-related costs, including content costs for past use;
- delays by regulators in accepting our annual FDD filing or amendments to our FDD filing;
- changes in the legislative or regulatory environment, including with respect to privacy and advertising, or enforcement by government regulators, including fines, orders or consent decrees;
- fluctuations in currency exchange rates and changes in the proportion of our revenue and expenses denominated in foreign currencies;
- changes in our effective tax rate;

- changes in accounting standards, policies, guidance, interpretations or principles, including changes in fair value measurements or impairment charges;
- global pandemics, such as the current COVID-19 pandemic; and
- changes in business or macroeconomic conditions, including lower consumer confidence, recessionary conditions, increased unemployment rates, or stagnant or declining wages.

Any one of the factors above or the cumulative effect of some of the factors above may result in significant fluctuations in our results of operations.

The variability and unpredictability of our quarterly results of operations or other operating metrics could result in our failure to meet our expectations or those of analysts that cover us or investors with respect to revenue or other results of operations for a particular period.

You should not rely on past increases in same store sales as an indication of our future results of operations because they may fluctuate significantly.

The level of same store sales is a significant factor affecting our ability to generate revenue. Same store sales reflect the change in period-over-period sales for North America same store base. We define the same store base to include only sales from studios in North America that have been open for at least 13 calendar months.

A number of factors have historically affected, and will continue to affect, our same store sales, including, among other factors:

- competition;
- overall economic trends, particularly those related to consumer spending;
- franchisees' ability to operate studios effectively and efficiently to meet consumer expectations;
- changes in the prices franchisees charge for memberships or classes;
- studio closures due to the COVID-19 pandemic and responses to the COVID-19 pandemic; and
- marketing and promotional efforts.

Therefore, the increases in historical same store sales growth should not be considered indicative of our future performance. In particular, a number of our brands have a limited number of studios operating, and the limited operating data makes it difficult to forecast results, and as a result, same store sales may differ materially from our projections.

Use of social media may adversely impact our reputation or subject us to fines or other penalties.

There has been a substantial increase in the use of social media platforms, including blogs, social media websites and other forms of internet-based communication, which allow individuals access to a broad audience of consumers and other interested persons. Negative commentary about us and our brands may be posted on social media platforms or similar media at any time and may harm the image of our brands and our or franchisees' reputations or businesses. Consumers value readily available information about fitness studios and often act on such information without further investigation or regard to its accuracy. The harm may be immediate without affording us an opportunity for redress or correction.

We also use social media platforms as marketing tools. For example, we maintain Facebook and Twitter accounts for us and each of our brands. As laws and regulations rapidly evolve to govern the use of these platforms and media, the failure by us, our employees, franchisees or third parties acting at our direction to abide by applicable laws and regulations in media could adversely impact our and franchisees' business, results of operations, cash flows and financial condition or subject us to fines or other penalties.

We may require additional capital to support business growth and objectives, and this capital might not be available to us on attractive terms, if at all, and may result in stockholder dilution.

We expect that our existing cash and cash equivalents, together with our net proceeds from this offering, will be sufficient to meet our anticipated cash needs for at least the next twelve months. In addition, we intend to continue to make investments to support our business growth and may require additional capital to fund our business and to respond to competitive challenges, including the need to promote our services and products, develop new services and products, enhance our existing services, products and operating infrastructure and, potentially, to acquire complementary businesses and technologies. Accordingly, we may need to engage in equity or debt financings to secure additional funds. There can be no assurance that such additional funding will be available on terms attractive to us, or at all. Our inability to obtain additional funding when needed could have an adverse effect on our business, results of operations, cash flows and financial condition. If additional funds are raised through the issuance of equity or convertible debt securities, holders of our Class A common stock could suffer significant dilution, and any new shares we issue could have rights, preferences and privileges superior to those of our Class A common stock. Our outstanding credit facility includes a number of covenants that limit our and our subsidiaries' ability to, among other things, incur additional indebtedness or create liens, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. Any debt financing secured by us in the future could include similar or more restrictive covenants, which may likewise limit our ability to obtain additional capital and pursue business opportunities.

We may engage in merger and acquisition activities, which could require significant management attention, disrupt our business, dilute stockholder value and adversely affect our results of operations.

As part of our business strategy, we acquired our first company in 2017, and we have made and may in the future make investments in other companies. We may be unable to find suitable acquisition candidates and to complete acquisitions on favorable terms, if at all, in the future. If we do complete acquisitions, we may not ultimately strengthen our competitive position or achieve our goals and any acquisitions we complete could be viewed negatively by customers or investors. Moreover, an acquisition, investment or business relationship may result in unforeseen operating difficulties and expenditures, including disrupting our ongoing operations, diverting management from their primary responsibilities, subjecting us to additional liabilities, increasing our expenses and adversely impacting our business, results of operations, cash flows and financial condition. Moreover, we may be exposed to unknown liabilities and the anticipated benefits of any acquisition, investment or business relationship may not be realized, if, for example, we fail to successfully integrate such acquisitions, or the technologies associated with such acquisitions, into our company.

To pay for any such acquisitions, we would have to use cash, incur debt or issue equity securities, each of which may affect our financial condition or the value of our capital stock, as well as result in dilution to holders of our Class A common stock. If we incur more debt, it would result in increased fixed obligations and could subject us to covenants or other restrictions that would impede our ability to manage our operations. We may also create future obligations in connection with any such acquisition. For example, in connection with our acquisition of Row House in 2017, we agreed to pay to the sellers 20% of the fair market value of Row House Franchise, LLC upon a change of control. We may not be able to predict or control the timing or size of a change of control payment, which could adversely impact our results of operations, cash flows and financial condition.

If any of our retail products are unacceptable to us or franchisees' customers, our business could be harmed.

We have occasionally received, and may in the future continue to receive, shipments of retail products that fail to comply with our technical specifications or that fail to conform to our quality control standards. We have also received, and may in the future continue to receive, products that either meet our technical specifications but that are nonetheless unacceptable to us, or products that are otherwise unacceptable to franchisees' customers. Under these circumstances, unless we are able to obtain replacement products in a timely manner, we risk the loss of revenue resulting from the inability to sell those products and related increased administrative and shipping costs. Additionally, if the unacceptability of our products is not discovered until after such products are purchased by franchisees' customers, these customers could lose confidence in the quality of our retail products, which could have an adverse effect on the image of our brands, our reputation and our results of operations.

We may face exposure to foreign currency exchange rate fluctuations.

While we have historically transacted in U.S. dollars, we have transacted in some foreign currencies, such as the Canadian Dollar, and may transact in more foreign currencies in the future. Accordingly, changes in the value of foreign currencies relative to the U.S. dollar can affect our revenue and results of operations. As a result of such foreign currency exchange rate fluctuations, it could be more difficult to detect underlying trends in our business and results of operations. In addition, to the extent that fluctuations in currency exchange rates cause our results of operations to differ from our expectations or the expectations of our investors, the trading price of our Class A common stock could be lowered. We do not currently maintain a program to hedge transactional exposures in foreign currencies. However, in the future, we may use derivative instruments, such as foreign currency forward and option contracts, to hedge certain exposures to fluctuations in foreign currency exchange rates. The use of such hedging activities may not offset any or more than a portion of the adverse financial effects of unfavorable movements in foreign exchange rates over the limited time the hedges are in place and may introduce additional risks if we are unable to structure effective hedges with such instruments.

Failure to comply with anti-corruption and anti-money laundering laws, including the U.S. Foreign Corrupt Practices Act and similar laws associated with our activities outside of the United States, could subject us to penalties and other adverse consequences.

We currently have franchised studios in Canada, signed master franchise agreements governing the development of franchised studios in Australia, Japan, Saudi Arabia, Singapore, South Korea and Spain, entered into international expansion agreements in the Dominican Republic, Austria and Germany and plan to continue to grow internationally. As we operate and expand globally, we may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities. We are subject to the U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA PATRIOT Act, and other applicable anti-bribery and anti-money laundering laws in countries in which we conduct activities. These laws prohibit companies and their employees and third-party intermediaries from corruptly promising, authorizing, offering, or providing, directly or indirectly, improper payments or anything of value to foreign government officials, political parties and private-sector recipients for the purpose of obtaining or retaining business, directing business to any person, or securing any advantage. In addition, U.S. public companies are required to maintain records that accurately and fairly represent their transactions and have an adequate system of internal accounting controls. In many foreign countries, including countries in which we may conduct business, it may be a local custom that businesses engage in practices that are prohibited by the FCPA or other applicable laws and regulations. We face significant risks if we or any of our directors, officers, employees, franchisees, agents or other partners or representatives fail to comply with these laws and governmental authorities in the United States and elsewhere could seek to impose substantial civil and/or criminal fines and penalties which could have a material adverse effect on our business, reputation, results of operations, cash flows and financial condition.

Our employees, contractors, franchisees and agents may take actions in violation of our policies or applicable law. Any such violation could have an adverse effect on our reputation, business, results of operations and prospects.

Any violation of the FCPA, other applicable anti-corruption laws, or anti-money laundering laws could result in whistleblower complaints, adverse media coverage, investigations, loss of export privileges, severe criminal or civil sanctions and, in the case of the FCPA, suspension or debarment from U.S. government contracts, any of which could have a materially adverse effect on our reputation, business, results of operations, cash flows and financial condition. In addition, responding to any enforcement action may result in a significant diversion of management's attention and resources and significant defense costs and other professional fees.

The forecasts of market growth included in this prospectus may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, we cannot assure you that our business will grow at a similar rate, if at all.

Growth forecasts are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. The forecasts in this prospectus relating to the expected growth in the boutique health and fitness market, including estimates based on our internal survey data, may prove to be inaccurate. Even if the market experiences the forecasted growth described in this prospectus, we may not grow our business at a similar rate, or at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, the forecasts of market growth included in this prospectus should not be taken as indicative of our future growth.

Our management team has limited experience managing a public company.

Most members of our management team have limited experience managing a publicly traded company, interacting with public company investors and complying with the increasingly complex laws pertaining to public companies. Our management team may not successfully or efficiently manage our transition to being a public company subject to significant regulatory oversight and reporting obligations under the federal securities laws and the continuous scrutiny of securities analysts and investors. These new obligations and constituents will require significant attention from our senior management and could divert their attention away from the day-to-day management of our business, which could adversely affect our business, results of operations, cash flows and financial condition.

If our estimates or judgments relating to our critical accounting policies prove to be incorrect, our results of operations could be adversely affected.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as described in "Management's Discussion and Analysis of Financial Condition and Results of Operations." The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities and equity, and the amount of revenue and expenses that are not readily apparent from other sources. Significant assumptions and estimates used in preparing our consolidated financial statements include those related to revenue recognition, merchandise and equipment revenue, other service revenue, contract costs, business combinations, acquisition-related contingent consideration, impairment of long-lived assets, including goodwill and intangible assets and equity-based compensation. Our results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below the expectations of securities analysts and investors.

Goodwill and indefinite-lived intangible assets are a material component of our balance sheet and impairments of these assets could have a significant impact on our results.

We have recorded a significant amount of goodwill and indefinite-lived intangible assets, representing our trademarks, on our balance sheet. We test the carrying values of goodwill and indefinite-lived intangible assets for impairment at least annually and whenever events or circumstances indicate the carrying value may not be recoverable. The estimates and assumptions about future results of operations and cash flows made in connection with impairment testing could differ from future actual results of operations and cash flows. While we have concluded that our goodwill and indefinite-lived intangible assets are not impaired, future events could cause us to conclude that the goodwill associated with a given segment, or one of our indefinite- lived intangible assets, may have become impaired. Any resulting impairment charge, although non-cash, could have a material adverse effect on our business, results of operations, cash flows and financial condition.

Our and franchisees' businesses are subject to the risk of earthquakes, fire, power outages, floods and other catastrophic events, and to interruption by manmade problems such as terrorism.

Our and franchisees' businesses are vulnerable to damage or interruption from earthquakes, fires, floods, power losses, terrorist attacks, acts of warbreak-ins and similar events. The third-party systems and operations and suppliers we rely on are subject to similar risks. For example, a significant natural disaster, such as an earthquake, fire or flood, could have an adverse effect on our and franchisees' business, results of operations, cash flows and financial condition, and our and franchisees' insurance coverage may be insufficient to compensate us and franchisees for losses that may occur. Acts of terrorism, which may be targeted at metropolitan areas that have higher population density than rural areas, could also cause disruptions in our, franchisees' or our suppliers' businesses or the economy as a whole.

Franchisees may be unable to obtain forgiveness of Paycheck Protection Plan loans, in whole or in part, in accordance with the provisions of the CARES Act, which could adversely affect our business, results of operations and financial condition.

In April 2020, we entered into a promissory note (the "PPP Loan") with Citizens Business Bank under the Paycheck Protection Program of the CARES Act pursuant to which Citizens Business Bank loaned us approximately $3.7 million. The PPP Loan was scheduled to mature in April 2022, bore interest at a rate of 1.0% per annum and required no payments during the first 16 months from the date of the loan. On June 10, 2021, we were notified by the Small Business Administration (the "SBA") that the PPP Loan was forgiven in full. However, certain aspects of the Paycheck Protection Program have resulted in significant media coverage and controversy. Despite our good-faith belief that we satisfied all eligibility requirements for the PPP Loan, and the SBA's decision to forgive the PPP Loan in full, the SBA retains the option to conduct additional reviews of the Paycheck Protection Program and loans made thereunder, and we and other companies who received loans pursuant to the Paycheck Protection Program may nonetheless be subject to adverse publicity and/or damage to our reputation, which could in turn adversely affect our reputation, business, results of operations, cash flows and financial condition.

In addition, we believe many franchisees have also secured loans under the Paycheck Protection Program. If any franchisees are unsuccessful in obtaining forgiveness of all or part of the principal amounts of their Paycheck Protection Program loans, such franchisees will be required to repay such unforgiven principal amounts, together with accrued and unpaid interest, in accordance with the terms of those loans. Such repayment obligations could materially restrict franchisees' operating and financial flexibility and financial condition, which could in turn adversely affect our business, results of operations, cash flows and financial condition.

As of March 31, 2021, we had total indebtedness of $198.9 million and our substantial indebtedness could adversely affect our financial condition and limit our ability to pursue our growth strategy.

We have a substantial amount of debt, which requires significant interest payments. As of March 31, 2021, we had total indebtedness of $198.9 million.

Our substantial level of indebtedness could adversely affect our financial condition and increase the possibility that we may be unable to generate cash sufficient to pay, when due, the principal of, interest on or other amounts due in respect of our indebtedness. Our substantial indebtedness, combined with our other existing and any future financial obligations and contractual commitments, could have important consequences. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to our indebtedness, and any failure to comply with the obligations under our outstanding credit facility, including restrictive covenants, could result in an event of default under such facility if such obligations are not waived or amended;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing funds available for working capital, capital expenditures, acquisitions, selling and marketing efforts, research and development and other purposes;
- increase our vulnerability to adverse economic and industry conditions, which could place us at a competitive disadvantage compared to our competitors that have proportionately less indebtedness;
- increase our cost of borrowing and cause us to incur substantial fees from time to time in connection with debt amendments or refinancings;
- increase our exposure to rising interest rates because a portion of our borrowings is at variable interest rates;
- limit our flexibility in planning for, or reacting to, changes in our business and the industries in which we operate; and
- limit our ability to borrow additional funds, or to dispose of assets to raise funds, if needed, for working capital, capital expenditures, acquisitions, selling and marketing efforts, research and development and other corporate purposes.

By the nature of their relationship to our enterprise, debt holders may have different points of view on the use of company resources as compared to our management. The financial and contractual obligations related to our debt also represent a natural constraint on any intended use of company resources.

If we are unable to satisfy the covenants in our credit agreement in the future for any reason, we may default. In the event that we default and are unable to restructure our obligations, our debt with our existing lenders could be accelerated and they could demand repayment, which would severely restrict our ability to operate our business.

In the event that we breach one or more covenants in our credit agreement or any future credit agreement and such breach is not waived or amended, our lenders may choose to declare an event of default and require that we immediately repay all amounts borrowed, together with accrued interest and other fees, and could also foreclose on the collateral granted to them to secure our indebtedness. In such an event, we could lose access to working capital and be unable to operate our business, which would have a material adverse effect on our business, financial condition and results of operations. In mid-March 2020, franchisees temporarily closed almost all studios system-wide as a result of the COVID-19 pandemic, and many studios remained closed throughout 2020. Due to the decreased revenue resulting from the studio closures, we exceeded the maximum total leverage ratio covenant in our prior credit agreement. In order to avoid breaching the maximum total leverage ratio covenant, we entered into an amendment to that credit agreement to increase the maximum total leverage ratio. We cannot predict future business interruptions that may occur, the nature or scope of any such interruptions or the degree to which, or the period over which, franchisees may need to close or re-close studios in the future, and there can be no assurance that in the future we will be able to satisfy the covenants under our credit agreement as a result of a business interruption or otherwise, or obtain any required waiver or amendment.

Restrictions imposed by our outstanding indebtedness and any future indebtedness may limit our ability to operate our business and to finance our future operations or capital needs or to engage in other business activities.

The terms of our outstanding indebtedness restrict us from engaging in specified types of transactions. These covenants restrict our ability, among other things, to:

- create, incur or assume additional indebtedness;
- encumber or permit additional liens on our assets;
- change the nature of the business conducted by Xponential Holdings LLC and certain of its subsidiaries;
- make payments or distributions to our affiliates or equity holders; and
- enter into certain transactions with our affiliates.

The covenants in our credit facility impose requirements and restrictions on our ability to take certain actions and, in the event that we breach one or more covenants and such breach is not waived, the lenders may choose to declare an event of default and require that we immediately repay all of our borrowings under the credit facility, plus certain prepayment fees, penalties and interest, and foreclose on the collateral granted to them to secure such indebtedness. Such repayment would have a material adverse effect on our business, financial condition and results of operations. In addition, unless waived, certain of the provisions in our credit facility will restrict our ability to consummate the Reorganization Transactions and this offering.

We will require a significant amount of cash to service our indebtedness. The ability to generate cash or refinance our indebtedness as it becomes due depends on many factors, some of which are beyond our control.

We are a holding company and, as such, have no independent operations or material assets other than our ownership of equity interests in our subsidiaries and our subsidiaries' contractual arrangements with franchisees, and we will depend on our subsidiaries to distribute funds to us so that we may pay our obligations and expenses. Our ability to make scheduled payments on, or to refinance our respective obligations under, our indebtedness and to fund planned capital expenditures and other corporate expenses will depend on the ability of our subsidiaries to make distributions, dividends or advances to us, which in turn will depend on their future operating performance and on economic, financial, competitive, legislative, regulatory and other factors and any legal and regulatory restrictions on the payment of distributions and dividends to which they may be subject. Many of these factors are beyond our control. We can provide no assurance that our business will generate sufficient cash flow from operations or that future borrowings will be available to us in an amount sufficient to enable us to satisfy our respective obligations under our indebtedness or to fund our other needs. In order for us to satisfy our obligations under our indebtedness and fund planned capital expenditures, we must continue to execute our business strategy. If we are unable to do so, we may need to reduce or delay our planned capital expenditures or refinance all or a portion of our indebtedness on or before maturity. Significant delays in our planned capital expenditures may materially and adversely affect our future revenue prospects. In addition, we can provide no assurance that we will be able to refinance any of our indebtedness on commercially reasonable terms or at all.

Changes in the method for determining, and the potential replacement of, the London Interbank Offer Rate may affect our cost of borrowing.

As a result of concerns about the accuracy of the calculation of the London Interbank Offer Rate ("LIBOR"), a number of British Bankers' Association ("BBA") member banks entered into settlements with

certain regulators and law enforcement agencies with respect to the alleged manipulation of LIBOR. Actions by the BBA, regulators or law enforcement agencies as a result of these or future events may result in changes to the manner in which LIBOR is determined or its discontinuation. On July 27, 2017, the Chief Executive of the U.K. Financial Conduct Authority (the "FCA"), which regulates LIBOR, announced that the FCA will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021. This announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021, and it appears likely that LIBOR will be discontinued or modified by 2021.

The interest rate payable on our borrowings under our outstanding credit facility is determined by reference to LIBOR. Potential changes or uncertainty related to such potential changes or discontinuation may result in a sudden or prolonged increase or decrease in reported LIBOR, which could have a significant impact on the interest we are required to pay. Furthermore, although the terms of our credit facility contemplate the replacement of LIBOR with another reference rate in the event LIBOR comes into disuse, uncertainty related to such discontinuation and potential substitutes could make it difficult for us and our lenders to reach agreement on a reference rate, and any substitute reference rate could increase our cost of borrowing, any of which results could have an adverse impact on our business, financial condition, cash flows and results of operations.

Failure to obtain and maintain required licenses and permits or to comply with health and fitness regulations could lead to delays in opening studios, interruptions in services or the closure of studios, thereby harming our business.

The health and fitness market is subject to various federal, state and local government regulations, including those relating to required domestic or foreign governmental permits and approvals. Such regulations are subject to change from time to time. Our or franchisees' failure to obtain and maintain any required licenses permits or approvals could adversely affect our or franchisees' operating results. Difficulties or failure to maintain or obtain the required licenses, permits and approvals could adversely affect existing franchisees and delay or cancel the opening of new studios, which would adversely affect our results of operations.

Unanticipated changes in effective tax rates or adverse outcomes resulting from examination of our income or other tax returns could adversely affect our business, results of operations, cash flows and financial condition.

We are subject to income taxes in the United States and Canada, and our domestic and foreign tax liabilities will be subject to the allocation of expenses in differing jurisdictions. Our future effective tax rates could be subject to volatility or adversely affected by a number of factors, including:

- changes in the valuation of our deferred tax assets and liabilities;
- expected timing and amount of the release of any tax valuation allowances;
- tax effects of stock-based compensation;
- costs related to intercompany restructurings;
- changes in tax laws, regulations or interpretations thereof;
- lower than anticipated future earnings in jurisdictions where we have lower statutory tax rates; or
- higher than anticipated future earnings in jurisdictions where we have higher statutory tax rates.

In addition, we may be subject to audits of our income, sales and other transaction taxes by U.S. federal and state and foreign authorities. Outcomes from these audits could have an adverse effect on our financial condition and results of operations.

Risks Related to our Convertible Preferred

The terms of our Convertible Preferred have provisions that could result in a change of control of our Board in the case of an event of default by us, including our failure to pay amounts due upon redemption of the Convertible Preferred.

The terms of the Convertible Preferred include certain negative covenants related to our ability to incur indebtedness and engage in sales of assets under circumstances, as well as requirements to pay quarterly dividends in cash or in kind and to redeem the Convertible Preferred at the option of the holder thereof beginning eight years following their issuance or upon a person or group acquiring more than 50% of our voting power. Failure by us to satisfy any of the foregoing will result in an event of default with respect to the Convertible Preferred that would entitle the holders of the Convertible Preferred to require us to mandatorily redeem the Convertible Preferred at the mandatory redemption price, plus an applicable premium. If the Company fails to complete a required mandatory redemption within 30 days of the underlying requirement or demand for such redemption and so long as such event of default with respect to such mandatory redemption is continuing, the holders of the Convertible Preferred shall have the right: (i) to immediately appoint one additional individual to our board of directors, (ii) to, after such event of default has continued for six months, appoint an additional number of individuals to our board of directors such that the holders of the Convertible Preferred have the right to appoint not less than 25% of the directors to our board of directors and (iii) after such event of default has been continuing for a year, appoint an additional number of individuals to our board of directors such that the holders of the Convertible preferred have the right to appoint not less than a majority of the directors to our board of directors. This right exists so long as the Preferred Investors continue to hold at least 50% of the Convertible Preferred." This right exists only in respect of shares of our Series A preferred stock and so long as any of the Preferred Investors hold any shares of our Series A preferred stock but generally does not travel to transferees of the Series A preferred stock. In the event that Preferred Investors had this right they could exercise it in a manner that is not consistent with the interests of holders of our Class A common stock and may have us engage in transactions which may not necessarily be consistent with the views of our other directors or our Class A stockholders. If they assumed control of our Board of Directors, it would also likely result in the acceleration of other indebtedness of ours, and we may not have the ability to repay that indebtedness at that time.

The Convertible Preferred impacts our ability to pay dividends on our Class A common stock and imposes certain negative covenants on us.

The terms of the Convertible Preferred require that we pay a quarterly cash dividend of 6.5% on the outstanding Convertible Preferred or increase the liquidation preference (the "PIK Coupon") thereof at a rate of 7.5% in lieu of cash dividends. We may not pay dividends to holders of our Class A common stock unless we have made all of the requisite dividend payments in cash to holders of our Convertible Preferred or adjust the liquidation preference through the PIK Coupon. Even if we have made such dividend payments or adjustments, dividend payments to holders of our common stock will result in anti-dilution adjustments to the conversion price of the Convertible Preferred, and should we make cash dividend payments in excess of 6.5% in any twelve month period to holders of our common stock, the holders of the Convertible Preferred would participate ratably in that dividend. Our Credit Agreement provides that we may not pay cash dividends. However, we received a waiver from our lenders to make cash dividend payments on the Convertible Preferred, which is expected to become effective at the closing of this offering. If we elect or are otherwise required by a subsequent lender to pay dividends on the Convertible Preferred in the form of additional shares of Convertible Preferred, the liquidation preference of the Convertible Preferred would increase over time and the holders of the Convertible Preferred would have an increasing voting and economic interest in us, thereby diluting holders of our Class A common stock. The Convertible Preferred also contains provisions that limit our ability to sell assets, incur debt and repurchase our common stock.

The Convertible Preferred ranks senior to the Class A common stock.

The Convertible preferred ranks senior to the Class A common Stock. Accordingly, in the event of our liquidation or dissolution in bankruptcy or otherwise, the holders of the Convertible Preferred would receive their liquidation preference (initially $200 million and increasing over time with respect to accrued and unpaid dividends, if any) prior to any distribution being available to holders of our Class A common stock.

Risks Related to Our Organizational Structure

We are a holding company and our principal asset after the completion of this offering will be our % ownership interest in Xponential Holdings LLC, and we are accordingly dependent upon distributions from Xponential Holdings LLC to pay dividends, if any, and taxes, make payments under the TRA and pay other expenses.

We are a holding company and, upon completion of the Reorganization Transactions and this offering, our principal asset will be our direct and indirect ownership of % of the outstanding LLC Units and 100% of the Preferred Units. See "Organizational Structure." We have no independent means of generating revenue. Xponential Holdings LLC will be treated as a partnership for U.S. federal income tax purposes and, as such, generally will not be subject to U.S. federal income tax. Instead, the taxable income of Xponential Holdings LLC will be allocated to holders of Preferred Units and LLC Units, including us. Accordingly, we will incur income taxes on our allocable share of any net taxable income of Xponential Holdings LLC. We will also incur expenses related to our operations, and will have obligations to make payments under the TRA. As the managing member of Xponential Holdings LLC, we intend to cause Xponential Holdings LLC to make distributions to the holders of LLC Units and us, or, in the case of certain expenses and distributions in respect of the Preferred Units, payments to us, in amounts sufficient to (i) permit us to pay all applicable taxes payable by us and the holders of LLC Units, (ii) allow us to make any payments required under the TRA we intend to enter into as part of the Reorganization Transactions, (iii) fund dividends to our stockholders, including in respect of the Convertible Preferred, in accordance with our dividend policy, to the extent that our board of directors declares such dividends and (iv) pay our expenses.

Deterioration in the financial conditions, earnings or cash flow of Xponential Holdings LLC and its subsidiaries for any reason could limit or impair their ability to pay such distributions. Additionally, to the extent that we need funds and Xponential Holdings LLC is restricted from making such distributions to us under applicable law or regulation, as a result of covenants in its debt agreements or otherwise, we may not be able to obtain such funds on terms acceptable to us, or at all, and, as a result, could suffer a material adverse effect on our liquidity and financial condition.

In certain circumstances, Xponential Holdings LLC will be required to make distributions to us and the other holders of LLC Units, and the distributions that Xponential Holdings LLC will be required to make may be substantial.

Under the Amended LLC Agreement, Xponential Holdings LLC will generally be required from time to time to make pro rata distributions in cash to us and the other holders of LLC Units at certain assumed tax rates in amounts that are intended to be sufficient to cover the taxes on our and the other LLC Unit holders' respective allocable shares of the taxable income of Xponential Holdings LLC. We will also receive tax distributions equal to our anticipated tax liability in respect of distributions on our Preferred Units. As a result of (i) potential differences in the amount of net taxable income allocable to us and the other LLC Unit holders, (ii) the lower tax rate applicable to corporations than individuals and (iii) the use of an assumed tax rate, based on the tax rate applicable to individuals, in calculating Xponential Holdings LLC's distribution obligations, we may receive distributions significantly in excess of our tax liabilities and obligations to make payments under the TRA. Our board of directors will determine the appropriate uses for any excess cash so accumulated, which may include, among other uses, dividends, repurchases of our Class A common stock, the payment of obligations under the

TRA and the payment of other expenses. We will have no obligation to distribute such cash (or other available cash other than any declared dividend) to our stockholders. No adjustments to the redemption or exchange ratio of LLC Units for shares of Class A common stock will be made as a result of either (i) any cash distribution by us or (ii) any cash that we retain and do not distribute to our stockholders. To the extent that we do not distribute such excess cash as dividends on our Class A common stock and instead, for example, hold such cash balances or lend them to Xponential Holdings LLC, holders of LLC Units would benefit from any value attributable to such cash balances as a result of their ownership of Class A common stock following a redemption or exchange of their LLC Units.

We are controlled by the ContinuingPre-IPO LLC Members whose interests in our business may be different than yours.

Immediately following the completion of, and the application of the net proceeds from, this offering, our ContinuingPre-IPO LLC Members will control approximately % of the combined voting power of our Class A and Class B common stock and Convertible Preferred.

Because the Pre-IPO LLC Members hold a majority of their economic interests in our business through Xponential Holdings LLC rather than through Xponential Fitness, Inc., they may have conflicting interests with holders of shares of our Class A common stock. For example, the Continuing Pre-IPO LLC Members may have a different tax position from us, which could influence their decisions regarding whether and when we should dispose of assets or incur new or refinance existing indebtedness, especially in light of the existence of the TRA that we will enter into in connection with this offering, and whether and when we should undergo certain changes of control for purposes of the TRA or terminate the TRA. In addition, the structuring of future transactions may take into consideration these tax or other considerations even where no similar benefit would accrue to us. Pursuant to the Bipartisan Budget Act of 2015, for tax years beginning after December 31, 2017, if the Internal Revenue Service, or IRS, makes audit adjustments to Xponential Holdings LLC's federal income tax returns, it may assess and collect any taxes (including any applicable penalties and interest) resulting from such audit adjustment directly from Xponential Holdings LLC. If, as a result of any such audit adjustment, Xponential Holdings LLC is required to make payments of taxes, penalties and interest, Xponential Holdings LLC's cash available for distributions to us may be substantially reduced. These rules are not applicable to Xponential Holdings LLC for tax years beginning on or prior to December 31, 2017. In addition, the Continuing Pre-IPO LLC Members' significant ownership in us and resulting ability to effectively control us may discourage someone from making a significant equity investment in us, or could discourage transactions involving a change in control, including transactions in which you as a holder of shares of our Class A common stock might otherwise receive a premium for your shares over the then-current market price.

We will be required to pay the ContinuingPre-IPO LLC Members and any other persons that become parties to the TRA for certain tax benefits we may receive, and the amounts we may pay could be significant.

As described under "Organizational Structure," we will acquire certain favorable tax attributes from the Blocker Company in the Merger. In addition, acquisitions by Xponential Fitness, Inc. of LLC Units from certain Continuing Pre-IPO LLC Members in connection with this offering, future taxable redemptions or exchanges by Continuing Pre-IPO LLC Members of LLC Units for shares of our Class A common stock or cash, and other transactions described herein are expected to result in favorable tax attributes for us. These tax attributes would not be available to us in the absence of those transactions and are expected to reduce the amount of tax that we would otherwise be required to pay in the future.

Upon the completion of this offering, we will be a party to a TRA with the ContinuingPre-IPO LLC Members and the Rumble Shareholder. Under the TRA, we generally will be required to pay to the TRA parties in the aggregate 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that we actually realize as a result of (i) certain tax attributes that are created as a result of the redemptions or exchanges of LLC Units for shares of our Class A common stock or cash, including in connection with the

acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering, (ii) any existing tax attributes associated with LLC Units we acquire, the benefit of which will be allocable to us as a result of the Merger and exchanges by Continuing Pre-IPO LLC Members of their LLC Units for shares of our Class A common stock or cash, including in connection with the acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering, (including the portion of Xponential Holdings LLC's existing tax basis in its assets that is allocable to the LLC Units that are acquired), (iii) tax benefits related to imputed interest, (iv) NOLs available to us as a result of the Merger and (v) tax attributes resulting from payments under the TRA. These payment obligations are obligations of Xponential Fitness, Inc. and not of Xponential Holdings LLC.

The payment obligations under the TRA are our obligations, and we expect that the payments we will be required to make under the TRA will be substantial. Assuming no material changes in relevant tax law and that we earn sufficient taxable income to realize all tax benefits that are subject to the TRA, we expect that the tax savings associated with (1) the Merger, (2) the acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering and (3) future redemptions or exchanges of LLC Units as described above would aggregate to approximately $ over 15 years from the date of the completion of this offering, based on an assumed initial public offering price of $ per share of our Class A common stock, the midpoint of the estimated price range set forth on the cover page of this prospectus and assuming all future redemptions or exchanges would occur within one year of the completion of this offering. Under this scenario we would be required to pay the other parties to the TRA approximately 85% of such amount, or $, over the 15-year period from the date of the completion of this offering. The actual amounts we will be required to pay may materially differ from these hypothetical amounts, because potential future tax savings that we will be deemed to realize, and TRA payments by us, will be calculated based in part on the market value of our Class A common stock at the time of each redemption or exchange of an LLC Unit for a share of Class A common stock and the prevailing applicable federal tax rate (plus the assumed combined state and local tax rate) applicable to us over the life of the TRA and will depend on our generating sufficient future taxable income to realize the tax benefits that are subject to the TRA. See "Certain Relationships and Related Party Transactions—Tax Receivable Agreement." Payments under the TRA are not conditioned on our existing owners' continued ownership of us after this offering.

Payments under the TRA will be based on the tax reporting positions we determine, and the IRS or another tax authority may challenge all or a part of the existing tax basis, tax basis increases, NOLs or other tax attributes subject to the TRA, and a court could sustain such challenge. The TRA parties will not reimburse us for any payments previously made if such tax basis, NOLs or other tax benefits are subsequently challenged by a tax authority and are ultimately disallowed, except that any excess payments made to a TRA party will be netted against future payments otherwise to be made to such TRA party under the TRA, if any, after our determination of such excess. In addition, the actual state or local tax savings we may realize may be different than the amount of such tax savings we are deemed to realize under the TRA, which will be based on an assumed combined state and local tax rate applied to our reduction in taxable income as determined for U.S. federal income tax purposes as a result of the tax attributes subject to the TRA. In both such circumstances, we could make payments under the TRA that are greater than our actual cash tax savings and we may not be able to recoup those payments, which could negatively impact our liquidity. The TRA provides that (1) in the event that we breach any of our material obligations under the TRA or (2) if, at any time, we elect an early termination of the TRA, our obligations under the TRA (with respect to all LLC Units, whether or not LLC Units have been exchanged or acquired before or after such transaction) would accelerate and become payable in a lump sum amount equal to the present value of the anticipated future tax benefits calculated based on certain assumptions, including that we would have sufficient taxable income to fully utilize the deductions arising from the tax deductions, tax basis and other tax attributes subject to the TRA. The TRA also provides that, upon certain mergers, asset sales or other forms of business combination, or certain other changes of control, our or our successor's obligations with respect to tax benefits would be based on certain assumptions, including that we or our successor would have sufficient taxable income to fully utilize the increased tax deductions and tax basis and other benefits covered by the TRA. As a result, upon a change of control, we could be required to make payments under the TRA that are greater than the specified percentage of our actual cash tax savings, which could negatively impact our liquidity.

The change of control provisions in the TRA may result in situations where the Pre-IPO LLC Members have interests that differ from or are in addition to those of our other stockholders.

Finally, because we are a holding company with no operations of our own, our ability to make payments under the TRA depends on the ability of Xponential Holdings LLC to make distributions to us. To the extent that we are unable to make payments under the TRA for any reason, such payments will be deferred and will accrue interest until paid, which could negatively impact our results of operations and could also affect our liquidity in periods in which such payments are made.

Risks Related to Our Class A Common Stock and this Offering

Some provisions of Delaware law and our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect upon the completion of this offering may deter third parties from acquiring us and diminish the value of our Class A common stock.

Our amended and restated certificate of incorporation and our amended and restated bylaws that will be in effect upon the completion of this offering will provide for, among other things:

- a classified board of directors with staggered three year terms;
- the ability of our board of directors to issue one or more series of preferred stock with voting or other rights or preferences that could have the effect of impeding the success of an attempt to acquire us or otherwise effect a change in control;
- advance notice for nominations of directors by stockholders and for stockholders to include matters to be considered at stockholder meetings;
- certain limitations on convening special stockholder meetings; and
- certain provisions of our amended and restated certificate of incorporation and our amended and restated bylaws that may be amended only by the affirmative vote of the holders of at least two-thirds in voting power of all outstanding shares of our stock entitled to vote thereon, voting together as a single class.

In addition, while we have opted out of Section 203 of the Delaware General Corporation Law, the ("DGCL"), our amended and restated certificate of incorporation will contain similar provisions providing that we may not engage in certain "business combinations" with any "interested stockholder" for a three-year period following the time that the stockholder became an interested stockholder, unless:

- prior to such time, our board of directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the votes of our voting stock outstanding at the time the transaction commenced, excluding certain shares; or
- at or subsequent to that time, the business combination is approved by our board of directors and by the affirmative vote of holders of at leasttwo-thirds of the votes of our outstanding voting stock that is not owned by the interested stockholder.

Generally, a "business combination" includes a merger, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an "interested stockholder" is a

person who, together with that person's affiliates and associates, owns, or within the previous three years owned, 15% or more of the votes of our outstanding voting stock. For purposes of this provision, "voting stock" means any class or series of stock entitled to vote generally in the election of directors. Our amended and restated certificate of incorporation will provide that H&W Franchise Holdings, their respective affiliates and any of their respective direct or indirect designated transferees (other than in certain market transfers and gifts) and any group of which such persons are a party do not constitute "interested stockholders" for purposes of this provision.

Under certain circumstances, this provision will make it more difficult for a person who would be an "interested stockholder" to effect various business combinations with our company for a three-year period. This provision may encourage companies interested in acquiring us to negotiate in advance with our board of directors because the stockholder approval requirement would be avoided if our board of directors approves either the business combination or the transaction that results in the stockholder becoming an interested stockholder. These provisions also may have the effect of preventing changes in our board of directors and may make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests.

These provisions in our amended and restated certificate of incorporation and our amended and restated bylaws may discourage, delay or prevent a transaction involving a change in control of our company that is in the best interest of our minority stockholders. Even in the absence of a takeover attempt, the existence of these provisions may adversely affect the prevailing market price of our Class A common stock if they are viewed as discouraging future takeover attempts. These provisions could also make it more difficult for stockholders to nominate directors for election to our board of directors and take other corporate actions.

Our amended and restated certificate of incorporation that will be in effect upon the completion of this offering will designate the Court of Chancery of the State of Delaware and, to the extent enforceable, the federal district courts of the United States as the sole and exclusive forums for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees or agents.

Our amended and restated certificate of incorporation that will be in effect upon the completion of this offering will provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by applicable law, be the sole and exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, employees, agents or trustees to us or our stockholders; (iii) any action asserting a claim against us or any director or officer or other employee of ours arising pursuant to any provision of the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws that will be in effect upon the completion of this offering; or (iv) any action asserting a claim against us or any director or officer or other employee of ours that is governed by the internal affairs doctrine, in each such case subject to such Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein. This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act, or any other claim for which the U.S. federal courts have exclusive jurisdiction.

Our amended and restated certificate of incorporation will provide that, to the fullest extent permitted by law, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States will be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the federal securities laws of the United States. However, there is uncertainty as to whether a court would enforce such a forum selection provision as written in connection with claims arising under the Securities Act, and investors cannot waive compliance with the federal securities laws of the United States and the rules and regulations thereunder. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of, and consented to, the provisions of our amended and restated certificate of incorporation described in the preceding sentences.

These exclusive-forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, employees or agents, which may discourage such lawsuits against us and such persons. If any court of competent jurisdiction were to find either exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business, results of operations, cash flows and financial condition.

We are a "controlled company" within the meaning of the NYSE listing standards and, as a result, will qualify for, and intend to rely on, exemptions from certain corporate governance requirements. We are controlled by the Continuing Pre-IPO LLC Members whose interests in our business may be different than yours, and certain statutory provisions typically afforded to stockholders are not applicable to us.

Upon the completion of this offering, our existing owners will continue to control a majority of the combined voting power of our Class A and Class B common stock and Convertible Preferred. As a result, we are a "controlled company" within the meaning of the NYSE listing standards. Under these rules, a company of which more than 50% of the voting power is held by an individual, a group or another company is a "controlled company" and may elect not to comply with certain corporate governance requirements of the NYSE, including (i) the requirement that a majority of the board of directors consist of independent directors, (ii) the requirement that we have a Nominating and Corporate Governance Committee that is composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities and (iii) the requirement that we have a Human Capital Management Committee that is composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities. Following this offering, we intend to rely on some or all of these exemptions. As a result, we will not have a majority of independent directors and our Human Capital Management and Nominating and Corporate Governance Committee will not consist entirely of independent directors. Accordingly, you will not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of the NYSE.

Further, this concentration of ownership and voting power allows the Continuing Pre-IPO LLC Members to be able to control our decisions, including matters requiring approval by our stockholders (such as the election of directors and the approval of mergers or other extraordinary transactions), regardless of whether or not other stockholders believe that the transaction is in their own best interests. Such concentration of voting power could also have the effect of delaying, deterring or preventing a change of control or other business combination that might otherwise be beneficial to our stockholders, could deprive our stockholders of an opportunity to receive a premium for their common stock as part of a sale of our company and might ultimately affect the market price of our common stock.

The Continuing Pre-IPO LLC Members' interests may not be fully aligned with yours, which could lead to actions that are not in your best interests. Because the Continuing Pre-IPO LLC Members hold a majority of their economic interests in our business through Xponential Holdings LLC rather than through the public company, they may have conflicting interests with holders of shares of our Class A common stock. For example, the Continuing Pre-IPO LLC Members may have a different tax position from us, which could influence their decisions regarding whether and when we should dispose of assets or incur new or refinance existing indebtedness, especially in light of the existence of the TRA that we will enter into in connection with this offering, and whether and when we should undergo certain changes of control within the meaning of the TRA or terminate the TRA. In addition, the structuring of future transactions may take into consideration these tax or other considerations even where no similar benefit would accrue to us. See "Certain Relationships and Related Party Transactions—Tax Receivable Agreement." In addition, the Continuing Pre-IPO LLC Members' significant ownership in us and resulting ability to effectively control us may discourage someone from making a significant equity investment in us, or could discourage transactions involving a change in control, including transactions in which you as a holder of shares of our Class A common stock might otherwise receive a premium for your shares over the then-current market price.

Directors, officers, stockholders and affiliates of the Preferred Investors and Snapdragon Capital Partners may pursue corporate opportunities independent of us that could present conflicts with our and our stockholders' interests.

Directors, officers, stockholders and affiliates of the Preferred Investors and Snapdragon Capital Partners, an affiliate of Mr. Grabowski, a member of our board of directors, may hold (and may from time to time in the future acquire) interests in or provide advice to businesses that may directly or indirectly compete with our business. They may also pursue acquisitions that may be complementary to our business and, as a result, those acquisition opportunities may not be available to us.

Our amended and restated certificate of incorporation will provide that, to the fullest extent permitted by law, the doctrine of "corporate opportunity" will not apply to directors, officers, stockholders and affiliates of the Preferred Investors and Snapdragon Capital Partners.

We are an "emerging growth company" and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our Class A common stock less attractive to investors.

We are an "emerging growth company" as defined in the JOBS Act, and we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act and reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. We cannot predict whether investors will find our Class A common stock less attractive if we rely on these exemptions. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock and our Class A common stock price may be more volatile.

The requirements of being a public company may strain our resources and distract our management, which could make it difficult to manage our business, particularly after we are no longer an "emerging growth company."

Following the completion of this offering, we will be required to comply with various regulatory and reporting requirements, including those required by the SEC. Complying with these reporting and other regulatory requirements will be time-consuming and will result in increased costs to us and could have a negative effect on our results of operations, financial condition or business.

As a public company, we will be subject to the reporting requirements of the Exchange Act and the requirements of the Sarbanes-Oxley Act. These requirements may place a strain on our systems and resources. The Exchange Act requires that we file annual, quarterly and current reports with respect to our business and financial condition. The Sarbanes-Oxley Act requires that we implement and maintain effective disclosure controls and procedures and internal controls over financial reporting. To implement, maintain and improve the effectiveness of our disclosure controls and procedures, we will need to commit significant resources, hire additional staff and provide additional management oversight. We will be implementing additional procedures and processes for the purpose of addressing the standards and requirements applicable to public companies. Sustaining our growth also will require us to commit additional management, operational and financial resources to identify new professionals to join our firm and to maintain appropriate operational and financial systems to adequately support expansion. These activities may divert management's attention from other business concerns, which could have a material adverse effect on our results of operations, financial condition or business.

As an "emerging growth company" as defined in the JOBS Act, we intend to take advantage of certain temporary exemptions from various reporting requirements including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act and reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. We may also delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies, as permitted by the JOBS Act.

Our independent registered public accounting firm will not be required to formally attest to the effectiveness of our internal control over financial reporting until the later of our second annual report or the first annual report required to be filed with the Commission following the date we are no longer an "emerging growth company" as defined in the JOBS Act. We have identified material weaknesses in our internal control over financial reporting for the year ended December 31, 2020 and cannot assure you that there will not be material weaknesses or significant deficiencies in our internal controls in the future.

When these exemptions cease to apply, we expect to incur additional expenses and devote increased management effort toward ensuring compliance with them. We cannot predict or estimate the amount of additional costs we may incur as a result of becoming a public company or the timing of such costs.

We have identified material weaknesses in our internal control over financial reporting for the year ended December 31, 2020. If we are unable to remediate these material weaknesses, or if we identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our Class A common stock.

Prior to the completion of this offering, we have been a private company with limited accounting personnel to adequately execute our accounting processes and other supervisory resources with which to address our internal control over financial reporting. In connection with the preparation of our financial statements, we identified certain material weaknesses in our internal control over financial reporting for the year ended
December 31, 2020, including certain material weaknesses that were identified as material weaknesses in our internal control over financial reporting for the years ended December 31, 2018 and 2019 and remained unremediated as of December 31, 2020. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our financial statements will not be prevented or detected on a timely basis.

The material weaknesses that we identified in 2019 related to inadequate or missing (i) anti-fraud programs and controls, (ii) controls for the review of financial information and related disclosures in our annual reports, (iii) competent accounting resources and formalized policies to timely identify and correct misstatements related to improper application of GAAP, (iv) controls over data provided by finance and operations personnel, (v) controls over account reconciliation processes that resulted in certain restatements of prior period results, (vi) account analysis and transaction level controls and (vii) general information technology controls and controls over information provided by third-party service providers.

Through 2020, we added additional resources, formalized processes and implemented new controls to remediate certain material weaknesses. We formalized the review of financial information and related disclosures in our annual reports, added additional competent accounting resources and formalized policies to timely identify and correct misstatements related to improper application of GAAP, added controls to validate and review data provided by finance and operations personnel, added and formalized controls over account reconciliation processes and implemented additional account analysis and transaction level controls.

The material weaknesses that we identified and remain unremediated related to inadequate or missing (i) anti-fraud programs and controls, and (ii) general information technology controls and controls over information provided by third-party service providers.

We cannot assure you that the measures we have taken to date, and are continuing to implement, will be sufficient to remediate the material weakness we have identified or avoid potential future material weaknesses. If the steps we take do not correct the material weakness in a timely manner, we will be unable to conclude that we maintain effective internal control over financial reporting. Accordingly, there could continue to be a reasonable possibility that a material misstatement of our financial statements would not be prevented or detected on a timely basis.

If we fail to remediate our existing material weaknesses or identify new material weaknesses in our internal controls over financial reporting, if we are unable to comply with the requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner, if we are unable to conclude that our internal controls over financial reporting are effective, or if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal controls over financial reporting when we are no longer an emerging growth company, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our common stock could be negatively affected. As a result of such failures, we could also become subject to investigations by the stock exchange on which our securities are listed, the SEC, or other regulatory authorities, and become subject to litigation from investors and stockholders, which could harm our reputation and financial condition or divert financial and management resources from our regular business activities.

If you purchase shares of Class A common stock in this offering, you will suffer immediate and substantial dilution of your investment.

The initial public offering price of our Class A common stock is substantially higher than the net tangible book deficit per share of our common stock. Therefore, if you purchase shares of our Class A common stock in this offering, you will pay a price per share that substantially exceeds our net tangible book deficit per share after this offering. You will experience immediate dilution of $ per share, representing the difference between our pro forma net tangible book deficit per share after giving effect to this offering, based on an assumed initial public offering price of $ per share of our Class A common stock (the midpoint of the estimated price range set forth on the cover page of this prospectus). In addition, purchasers of Class A common stock in this offering will have contributed % of the aggregate price paid by all purchasers of our stock but will own only approximately % of our common stock outstanding after this offering. See “Dilution” for more detail.

Your percentage ownership in us may be diluted by future issuances of capital stock, which could reduce your influence over matters on which stockholders vote.

Pursuant to our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect upon the completion of this offering, our board of directors has the authority, without action or vote of our stockholders, to issue all or any part of our authorized but unissued shares of common stock, including shares issuable upon the exercise of options, or shares of our authorized but unissued preferred stock. Issuances of Class A common stock or voting preferred stock would reduce your influence over matters on which
our stockholders vote and, in the case of issuances of preferred stock, would likely result in your interest in us being subject to the prior rights of holders of that preferred stock.

An active, liquid trading market for our Class A common stock may not develop, which may limit your ability to sell your shares.

Prior to this offering, there was no public market for our Class A common stock. Although we intend to list shares of our Class A common stock on the NYSE under the symbol “XPOF,” an active trading market for our Class A common stock may never develop or be sustained following this offering. The initial public offering price will be determined by negotiations among us, and the underwriters and may not be indicative of market prices of our Class A common stock that will prevail in the open market after this offering. A public trading

market having the desirable characteristics of depth, liquidity and orderliness depends upon the existence of willing buyers and sellers at any given time, such existence being dependent upon the individual decisions of buyers and sellers over which neither we nor any market maker has control. The failure of an active and liquid trading market to develop and continue would likely have a material adverse effect on the value of our Class A common stock. The market price of our Class A common stock may decline below the initial public offering price, and you may not be able to sell your shares of our Class A common stock at or above the price you paid in this offering, or at all. An inactive market may also impair our ability to raise capital to continue to fund operations by selling shares and may impair our ability to acquire other companies or technologies by using our shares as consideration.

A significant portion of our total outstanding shares are restricted from immediate resale but may be sold into the market in the near future. This could cause the market price of our Class A common stock to drop significantly, even if our business is doing well.

Sales of a substantial number of shares of our Class A common stock in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our Class A common stock. After this offering, we will have outstanding shares of Class A common stock based on the number of shares outstanding immediately following the consummation of the Reorganization Transactions. This includes shares of Class A common stock that we are selling in this offering. Substantially all of the shares of Class A common stock that are not being sold in this offering will be subject to a 180-day lock-up period provided under agreements executed in connection with this offering. These shares will, however, be able to be resold after the expiration of the lock-up agreements as described in "Shares Eligible for Future Sale." We also intend to file a Registration Statement on Form S-8 under the Securities Act to register all shares of Class A common stock that we may issue under our equity compensation plans. In addition, the Continuing Pre-IPO LLC Members will have certain demand registration rights that could require us in the future to file registration statements in connection with sales of our stock by them. See "Certain Relationships and Related Party Transactions—Amended and Restated LLC Agreement." Such sales could be significant. Once we register these shares, they can be freely sold in the public market upon issuance, subject to the lock-up agreements described in "Underwriting." As restrictions on resale end, the market price of our Class A common stock could decline if the holders of currently restricted shares sell them or are perceived by the market as intending to sell them.

If securities or industry analysts do not publish research or reports about our business, or if they change their recommendations regarding our Class A common stock adversely, our stock price and trading volume could decline.

The trading market for our Class A common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. We do not have any control over these analysts. If one or more of the analysts who cover us downgrade our Class A common stock or describe us or our business in a negative manner, the price of our Class A common stock would likely decline. If one or more of these analysts cease coverage of our company or fails to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause the price or trading volume of our Class A common stock to decline. In addition, if we fail to meet the expectations and forecasts for our business provided by securities analysts, the price of our Class A common stock could decline.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

We have made statements under "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business" and other sections of this prospectus that are forward-looking statements. In some cases, you can identify these statements by forward-looking words such as "may," "might," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential" or "continue," the negative of these terms and other comparable terminology. These forward-looking statements, which are subject to risks, uncertainties and assumptions about us, may include projections of our future financial performance, our anticipated growth strategies and anticipated trends in our business. These statements are only predictions based on our current expectations and projections about future events. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from the results, level of activity, performance or achievements expressed or implied by the forward-looking statements, including those factors discussed under "Risk Factors." You should specifically consider the numerous risks outlined under "Risk Factors."

Although we believe the expectations reflected in the forward-looking statements in this prospectus are reasonable, we cannot guarantee future results, level of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. We are under no duty to update any of these forward-looking statements after the date of this prospectus to conform our prior statements to actual results or revised expectations.

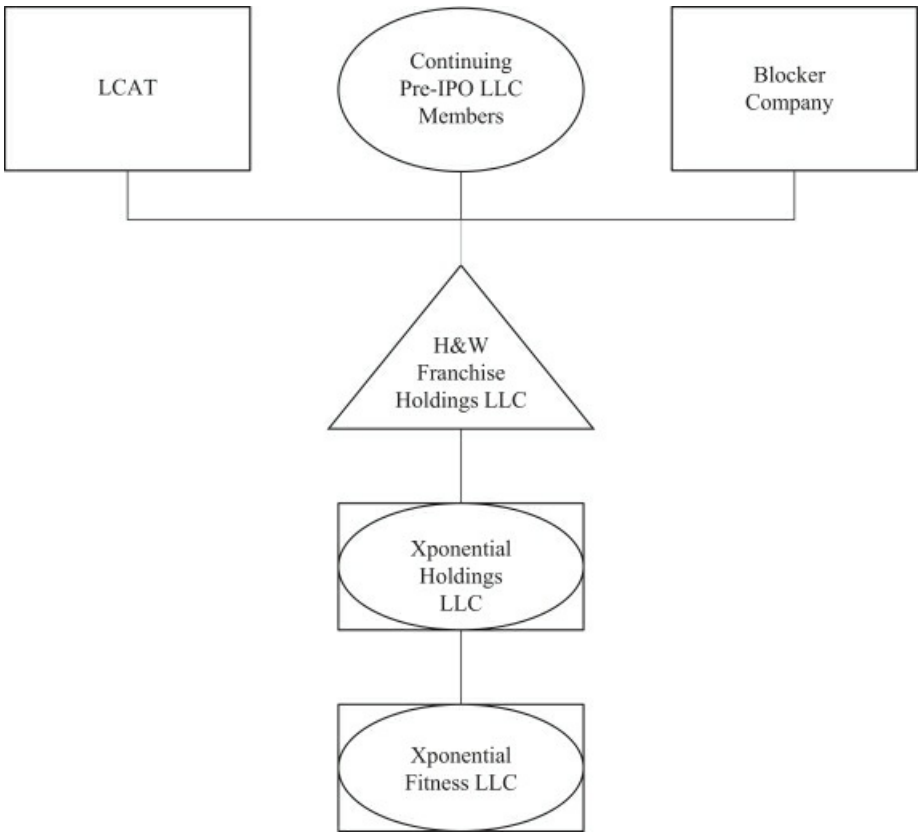
ORGANIZATIONAL STRUCTURE

Structure Prior to the Reorganization Transactions

We currently conduct our business through Xponential Fitness LLC and its subsidiaries. Xponential Fitness LLC is a wholly owned subsidiary of Xponential Holdings LLC. Following this offering, we will be a holding company and our sole material asset will be a controlling ownership interest in Xponential Fitness LLC through our ownership interest in Xponential Holdings LLC.

Xponential Fitness, Inc. was incorporated as a Delaware corporation on January 14, 2020 to serve as the issuer of the Class A common stock offered hereby.

The following diagram depicts our organizational structure immediately prior to the Reorganization Transactions. This diagram is provided for illustrative purposes only and does not purport to represent all legal entities within our organizational structure.



Prior to the consummation of the Reorganization Transactions, H&W Intermediate, the sole owner of all outstanding LLC Units, will merge with and into H&W Franchise Holdings, which will in turn merge with and into Xponential Holdings LLC, which will survive the merger and simultaneously amend and restate its limited liability company agreement to among other things, appoint us as managing member and reclassify its outstanding membership interests as non-voting LLC Units (other than the Series A-5 Units held by certain Continuing Pre-IPO LLC Members which will be redeemed in connection with this offering) and authorize Preferred Units, which Xponential Holdings LLC will issue to us in consideration for contribution of the proceeds we receive from the issuance of our Convertible Preferred. Xponential Holdings LLC will also effect a unit split to optimize the capital structure to facilitate this offering. We refer to the limited liability company agreement of Xponential Holdings LLC, as in effect at the time of this offering, as the "Amended LLC Agreement." After these transactions and prior to the consummation of the Reorganization Transactions and the completion of this offering, all of Xponential Holdings LLC's outstanding equity interests will be owned by the following persons (collectively, the "Pre-IPO LLC Members"):

- H&W Investco, L.P., which is controlled by Mr. Grabowski, a member of our board of directors;
- LAG Fit, Inc., which is beneficially owned by Mr. Geisler, our Chief Executive Officer and founder;
- LCAT, which is an affiliate of Mr. Magliacano, a former member of our board of directors;
- Rumble Holdings LLC; and
- Certain other direct or indirect former equity holders in H&W Franchise Holdings.

The Reorganization Transactions

In connection with this offering, we intend to enter into the following series of transactions, which we collectively refer to as the "Reorganization Transactions." We refer to the Pre-IPO LLC Members who will retain their equity ownership in Xponential Holdings LLC in the form of LLC Units immediately following the consummation of the Reorganization Transactions as "Continuing Pre-IPO LLC Members."

Because we will manage and operate the business and control the strategic decisions andday-to-day operations of Xponential Fitness LLC through our ownership of Xponential Holdings LLC and because we will also have a substantial financial interest in Xponential Fitness LLC through our ownership of Xponential Holdings LLC, we will consolidate the financial results of Xponential Fitness LLC and Xponential Holdings LLC, and a portion of our net income will be allocated to the noncontrolling interest to reflect the entitlement of the Continuing Pre-IPO LLC Members to a portion of Xponential Holdings LLC's net income. In addition, because Xponential Holdings LLC will be under the common control of the Continuing Pre-IPO LLC Members before and after the Reorganization Transactions, we will account for the Reorganization Transactions as a reorganization of entities under common control and will initially measure the interests of the Pre-IPO LLC Members in the assets and liabilities of Xponential Holdings LLC at their carrying amounts as of the date of the completion of the consummation of the Reorganization Transactions.

Our amended and restated certificate of incorporation that will be in effect upon the completion of this offering will authorize the issuance of two classes of common stock, Class A common stock and Class B common stock, the Convertible Preferred Stock and Preferred Stock. Each share of common stock will entitle its holder to one vote per share on all matters submitted to a vote of our stockholders. See "Description of Capital Stock."

Prior to completion of this offering, Rumble Holdings LLC, which is treated as a corporation for U.S. tax purposes and is directly own LLC Units (the "Blocker Company"), will be contributed by its owners to Xponential Fitness, Inc. in exchange for Class A common stock of Xponential Fitness, Inc. The Blocker Company will thereafter merge with and into Xponential Fitness, Inc. We refer to such transactions as the

"Merger." Equity holders of the Blocker Company (the "Rumble Shareholder") will receive a number of shares of our Class A common stock equal to the number of LLC Units held by the Blocker Company prior to the Merger.

Prior to the completion of this offering, we will issue shares of Convertible Preferred to Preferred Investors in exchange for $200 million of cash proceeds.

Each Continuing Pre-IPO LLC Member (other than LCAT) will be issued a number of shares of our Class B common stock in an amount equal to the number of vested LLC Units held by such Continuing Pre-IPO LLC Member.

Under the Amended LLC Agreement, holders of LLC Units (other than us), including the ContinuingPre-IPO LLC Members, will have the right, from and after the completion of this offering (subject to the terms of the Amended LLC Agreement), to require Xponential Holdings LLC to redeem all or a portion of their LLC Units for, at our election, newly-issued shares of Class A common stock on a one-for-one basis or a cash payment equal to the volume-weighted average market price of one share of our Class A common stock for each LLC Unit redeemed (subject to customary adjustments, including for stock splits, stock dividends, reclassifications, and a unit split to optimize the capital structure to facilitate this offering) or the net proceeds from a substantially contemporaneous offering of our Class A common stock in accordance with the terms of the Amended LLC Agreement. Additionally, in the event of a redemption request from a holder of LLC Units, we may, at our option, effect a direct exchange of cash or Class A common stock for LLC Units in lieu of such a redemption. Shares of Class B common stock will be cancelled on a one-for-one basis if we, following a redemption request from a holder of LLC Units, redeem or exchange LLC Units of such holder pursuant to the terms of the Amended LLC Agreement. See "Certain Relationships and Related Party Transactions—Amended LLC Agreement." Except for transfers to us or to certain permitted transferees pursuant to the Amended LLC Agreement, the holders of LLC Units are not permitted to sell, transfer or otherwise dispose of any LLC Units or shares of Class B common stock.

We will issue shares of Class A common stock to the public pursuant to this offering.

We will use all of the net proceeds from this offering (including net proceeds received if the underwriters exercise their option to purchase additional shares of Class A common stock in full), together with the $200 million in proceeds we expect to receive from the sale of Convertible Preferred to (i) acquire newly issued Preferred Units and LLC Units (at a price per LLC Unit equal to the initial public offering price per share of Class A common stock after deducting underwriting discounts and commissions), (ii) purchase all of the shares of LCAT from LCAT shareholders for $ million and (iii) to acquire LLC Units from certain Pre-IPO LLC Members, including Anthony Geisler, our Chief Executive Officer, at a purchase price per LLC Unit equal to the initial public offering price of Class A common stock. In the aggregate, we expect to acquire, directly and indirectly, LLC units representing % of Xponential Holdings LLC's outstanding LLC Units (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full). After our acquisition of LCAT from the LCAT shareholders, LCAT will merge with and into Xponential Fitness, Inc., after which Xponential Fitness Inc. will own directly the LLC Units previously held by LCAT. A portion of the LLC Units acquired by us by reason of the purchase of LCAT may be recapitalized into Preferred Units in order to ensure that the total number of Preferred Units held by Xponential Fitness, Inc. equals the total number of shares of Convertible Preferred outstanding. LCAT is not considered a Continuing Pre-IPO LLC Member.

We will enter into a TRA, that will obligate us to make payments to the ContinuingPre-IPO LLC Members, the Rumble Shareholder and any future party to the TRA in the aggregate generally equal to 85% of the applicable cash savings that we actually realize as a result of certain favorable tax attributes we will acquire from the Blocker Company in the Merger or that may result from the purchase or exchange of LLC Units from Continuing Pre-IPO LLC Members in this offering, future taxable redemptions or exchanges of LLC Units by

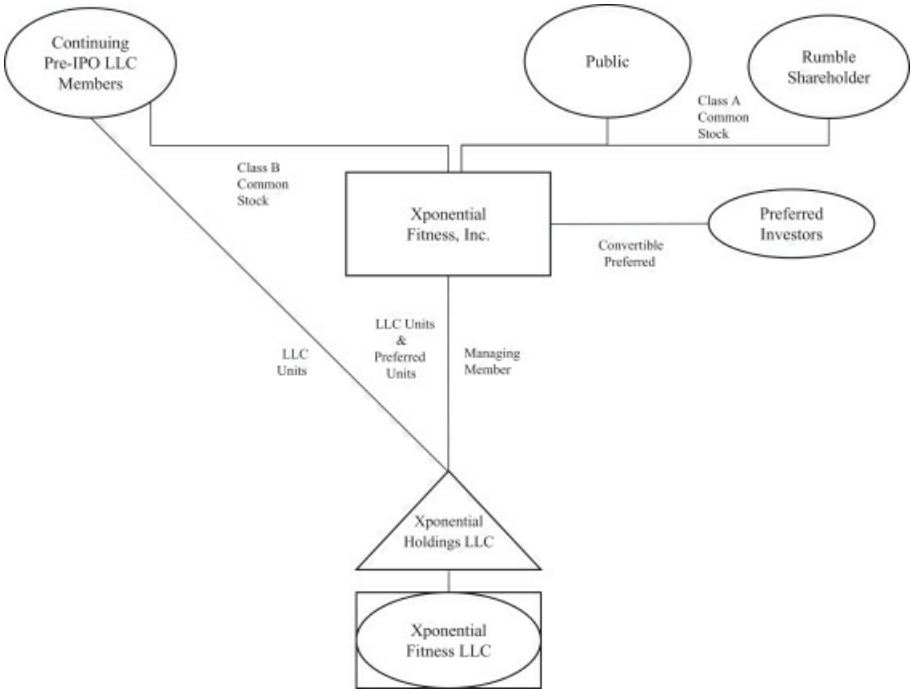
Continuing Pre-IPO LLC Members and certain payments made under the TRA. We will retain the benefit of the remaining 15% of these tax savings.

Effect of the Reorganization Transactions and this Offering

The Reorganization Transactions are intended to create a holding company that will facilitate public ownership of, and investment in, the Company and are structured in a tax-efficient manner for the Continuing Pre-IPO LLC Members. The Continuing Pre-IPO LLC Members desire that their investment in the Company maintain its existing tax treatment as a partnership for U.S. federal income tax purposes and, therefore, will continue to hold their ownership interests in Xponential Holdings LLC until such time in the future as they may elect to cause us to redeem or exchange their LLC Units for a corresponding number of shares of our Class A common stock or cash.

We estimate that the offering expenses (other than the underwriting discounts and commissions) will be approximately $. All of such offering expenses will be paid for by Xponential Holdings LLC. See "Use of Proceeds."

The diagram on the following page depicts our organizational structure immediately following the consummation of the Reorganization Transactions, the completion of this offering and the application of the net proceeds from this offering, based on an assumed initial public offering price of $ per share of Class A common stock (the midpoint of the estimated price range set forth on the cover page of this prospectus) and assuming the underwriters do not exercise their option to purchase additional shares of Class A common stock. This chart is provided for illustrative purposes only and does not purport to represent all legal entities within our organizational structure.



Upon completion of the transactions described above, this offering and the application of the net proceeds from this offering:

- Xponential Fitness, Inc. will be appointed as the managing member of Xponential Holdings LLC and will hold Preferred Units and LLC Units, constituting % of the outstanding economic interests in Xponential Holdings LLC (or Preferred Units and LLC Units, constituting % of the outstanding economic interests in Xponential Holdings LLC if the underwriters exercise their option to purchase additional shares of Class A common stock in full).

- The Pre-IPO LLC Members will hold (i) shares of Class A common stock and (ii) LLC Units, which together represent approximately % of the economic interest in Xponential Holdings LLC (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full) and (ii) through their ownership of Class A and Class B common stock, approximately % of the combined voting power of Xponential Fitness, Inc. (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full).

- Investors in this offering will collectively beneficially own (i) shares of our Class A common stock, representing approximately % of the combined voting power of Xponential Fitness, Inc. (or shares and %, respectively, if the underwriters exercise their option to purchase additional shares of Class A common stock in full) and (ii) through our ownership of LLC Units will hold approximately % of the economic interest in Xponential Holdings LLC (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full).

- The Preferred Investors will collectively hold (i) 200,000 shares of Convertible Preferred. Shares of our Series A preferred stock are voting, but shares of our Series A-1 preferred stock are non-voting. Any shares of Series A-1 preferred stock we issue to the Preferred Investors will convert on a one-to-one basis to shares of Series A preferred stock when permitted under relevant antitrust restrictions. Assuming the maximum shares of Series A preferred stock initially issuable to the Preferred Investors, such shares would represent approximately % of the combined voting power of Xponential Fitness, Inc., and (ii) through our ownership of the Preferred Units the Preferred Investors will hold approximately % of the economic interest in Xponential Holdings LLC.

Holding Company Structure and the Tax Receivable Agreement

We are a holding company, and immediately after the consummation of the Reorganization Transactions and this offering our sole material asset will be our ownership interests in Xponential Holdings LLC. The number of LLC Units that we will own in the aggregate at any time will equal the aggregate number of outstanding shares of our Class A common stock and the number of Preferred Units we will own in the aggregate at any time will equal the aggregate number of outstanding shares of Convertible Preferred. The economic interest represented by each LLC Unit that we own will correspond to one share of our Class A common stock, and the total number of vested LLC Units owned by us and the holders of our Class B common stock at any given time will equal the sum of the outstanding shares of all classes of our common stock. We will issue additional shares of Class B common stock to our Continuing Pre-IPO LLC Members when unvested LLC Units vest.

We do not intend to list our Class B common stock on any stock exchange.

We will acquire certain favorable tax attributes from the Blocker Company in the Merger. In addition, acquisitions by us of LLC Units from Continuing Pre-IPO LLC Members in connection with this offering, future taxable redemptions or exchanges by the Continuing Pre-IPO LLC Members of LLC Units for shares of our Class A common stock or cash, and other transactions described herein are expected to result in favorable tax attributes that will be allocated to us. These tax attributes would not be available to us in the absence of those transactions and are expected to reduce the amount of tax that we would otherwise be required to pay in the future.

We intend to enter into a TRA with the Continuing Pre-IPO LLC Members and the Rumble Shareholder. Under the TRA, we generally will be required to pay to the TRA parties in the aggregate 85% of the amount of cash

savings, if any, in U.S. federal, state and local income tax or franchise tax that we actually realize as a result of (i) certain tax attributes that are created as a result of the redemptions or exchanges of LLC Units for shares of our Class A common stock or cash, including in connection with the acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering, (ii) any existing tax attributes associated with LLC Units that we acquire, the benefit of which will be allocable to us as a result of the Merger and exchanges of LLC Units for shares of our Class A common stock or cash, including in connection with the acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering, (including the portion of Xponential Holdings LLC's existing tax basis in its assets that is allocable to the LLC Units that are acquired), (iii) tax benefits related to imputed interest, (iv) NOLs available to us as a result of the Merger and (v) tax attributes resulting from payments under the TRA.

Payments under the TRA will be based on the tax reporting positions we determine, and the IRS or another tax authority may challenge all or part of the existing tax basis, tax basis increases, NOLs or other tax attributes subject to the TRA, and a court could sustain such challenge. The TRA parties will not reimburse us for any payments previously made if such tax basis, NOLs or other tax benefits are subsequently challenged by a tax authority and are ultimately disallowed, except that any excess payments made to a TRA party will be netted against future payments otherwise to be made to such TRA party under the TRA, if any, after our determination of such excess. As a result, in such circumstances we could make future payments under the TRA that are greater than our actual cash tax savings and may not be able to recoup those payments, which could negatively impact our liquidity. See "Risk Factors—Risks Related to Our Organizational Structure—We will be required to pay the Pre-IPO LLC Members and any other persons that become parties to the TRA for certain tax benefits we may receive, and the amounts we may pay could be significant."

Our obligations under the TRA will also apply with respect to any person who is issued LLC Units in the future and who becomes a party to the TRA.

USE OF PROCEEDS

We estimate that the net proceeds from this offering will be approximately $ million, after deducting underwriting discounts and commissions of approximately $ million, based on an assumed initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus) and assuming no exercise of the underwriters option to purchase additional shares of Class A common stock. If the underwriters exercise their option to purchase additional shares of Class A common stock in full, we estimate that the net proceeds from this offering will be approximately $ million, after deducting underwriting discounts and commissions of approximately $ million, based on an assumed initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus).

We estimate that the offering expenses (other than the underwriting discount and commissions) will be approximately $ million. All of such offering expenses will be paid for by Xponential Holdings LLC.

We will use all of the net proceeds from this offering (including net proceeds received if the underwriters exercise their option to purchase additional shares of Class A common stock in full), together with the $200 million in proceeds we expect to receive from the sale of Convertible Preferred to (i) acquire newly issued Preferred Units and LLC Units (at a price per LLC Unit equal to the initial public offering price per share of Class A common stock after deducting underwriting discounts and commissions), (ii) purchase all of the shares of LCAT from LCAT shareholders for $ million and (iii) to acquire LLC Units from certain Pre-IPO LLC Members, including Anthony Geisler, our Chief Executive Officer, at a purchase price per LLC Unit equal to the initial public offering price of Class A common stock.

We will cause Xponential Holdings LLC to use the proceeds from the issuance of LLC Units and Preferred Units to us (i) to repay approximately $ million of outstanding borrowings under our Term Loan, (ii) to pay $ million of prepayment penalties and accrued interest in connection with the repayment of the Term Loan, (iii) to pay fees and expenses of approximately $ million in connection with this offering and the Reorganization Transactions, (iv) to redeem for $ million the Series A-5 preferred interests held by certain of the Continuing Pre-IPO Members, including affiliates of Anthony Geisler, our Chief Executive Officer and (v) the balance for working capital. The Term Loan that will be repaid in connection with this offering bore interest at a per annum rate of, at our option, either (a) the LIBOR Rate (as defined in the Credit Agreement) plus a margin of 6.50% or (b) the Reference Rate (as defined in the Credit Agreement) plus a margin of 5.50%, and would have matured on February 28, 2025.

Xponential Holdings LLC will not receive any proceeds from the purchase of LLC Units from any Pre-IPO LLC Members.

The consummation of this offering and the sale of the Convertible Preferred are conditional on each other, and are scheduled to close substantially simultaneously with each other.

If the underwriters exercise their option to purchase additional shares of Class A common stock in full, we estimate that our additional net proceeds will be approximately $ million. We will use these additional net proceeds to purchase additional LLC Units from Xponential Holdings LLC to maintain the one-to-one ratio between the number of shares of Class A common stock issued by us and the number of LLC Units owned by us. We intend to cause Xponential Holdings LLC to use such additional proceeds it receives for general corporate purposes.

A $ increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) the amount of proceeds to us from this offering available by approximately $ million,

assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Each 1,000,000 share increase (decrease) in the number of shares offered in this offering would increase (decrease) the amount of proceeds to us from this offering by approximately $ million, assuming that the price per share for the offering remains at $ (the midpoint of the estimated price range set forth on the cover page of this prospectus), and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

DIVIDEND POLICY

Following this offering and subject to funds being legally available, we intend to cause Xponential Holdings LLC to make pro rata distributions to the holders of LLC Units and us in an amount at least sufficient to allow us and the holders of LLC Units to pay all applicable taxes, to make payments under the TRA we will enter into with the Pre-IPO LLC Members and to pay our corporate and other overhead expenses. We will also cause Xponential Holdings LLC to make distributions to us in respect of dividends that will be payable by us to holders of our Convertible Preferred and in respect of our tax liability in respect of the Preferred Units. See "Description of Capital Stock—Series A Convertible Preferred Stock" for a description of the dividends that will accrue in respect of the Convertible Preferred. The declaration and payment of any dividends by us will be at the sole discretion of our board of directors, which may change our dividend policy at any time. Our board of directors will take into account:

- general economic and business conditions;
- our financial condition and operating results;
- our available cash and current and anticipated cash needs;
- our capital requirements;
- contractual, legal, tax and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries (including Xponential Holdings LLC) to us; and
- such other factors as our board of directors may deem relevant.

Following this offering, we will be a holding company and will have no material assets other than our ownership of Preferred Units and LLC Units in Xponential Holdings LLC. As a consequence, our ability to declare and pay dividends to the holders of our Class A common stock will be subject to the ability of Xponential Holdings LLC to provide distributions to us. If Xponential Holdings LLC makes such distributions in respect of the LLC Units, all holders of LLC Units will be entitled to receive equivalent distributions from Xponential Holdings LLC. However, because we must pay taxes, make payments under the TRA and pay our expenses, amounts ultimately distributed as dividends to holders of our Class A common stock are expected to be less than the amounts distributed by Xponential Holdings LLC to holders of our LLC Units on a per share basis. See "Certain Relationships and Related Party Transactions—Tax Receivable Agreement."

Assuming Xponential Holdings LLC makes distributions to its members holding LLC Units in any given year, the determination to pay dividends, if any, to our Class A common stockholders out of the portion, if any, of such distributions remaining after our payment of taxes, TRA payments and expenses (any such portion, an "excess distribution") will be made by our board of directors. Because our board of directors may determine to pay or not pay dividends to our Class A common stockholders, our Class A common stockholders may not necessarily receive dividend distributions relating to excess distributions, even if Xponential Holdings LLC makes such distributions to us. Furthermore, our Credit Agreement prohibits the payment of cash dividends to holders of our Class A common stock and any future credit facilities may similarly prohibit such dividends.

CAPITALIZATION

The following table sets forth our cash, cash equivalents and capitalization as of March 31, 2021:

- on an actual basis for Xponential Fitness LLC;
- on a pro forma basis to reflect the Reorganization Transactions; and
- on a pro forma as adjusted basis to reflect the sale by us of shares of Class A common stock in this offering, the sale of the Convertible Preferred and the application of the net proceeds from this offering as described in "Use of Proceeds" and based on an assumed initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus).

This table should be read in conjunction with "Organizational Structure," "Use of Proceeds," "Summary Consolidated Financial and Other Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Description of Capital Stock" and our consolidated financial statements and related notes thereto included elsewhere in this prospectus.

	As of March 31, 2021		
	Actual	Pro forma	Pro forma as adjusted
		(in thousands)	
Cash and cash equivalents[1][2][3]	$ 6,320	$	$
Long-term debt	$184,344[4]	$	$
Redeemable convertible preferred stock, no shares authorized, issued and outstanding, actual; 400,000 shares authorized, 200,000 shares issued and outstanding, as adjusted, net of issuance discount and offering costs			
Member's equity/stockholders' equity:			
Member's equity			
Preferred stock, par value $0.0001 per share: no shares authorized, issued and outstanding, actual; shares authorized, no shares issued and outstanding, pro forma; and shares issued and outstanding pro forma as adjusted			
Class A common stock, $0.0001 par value per share, no shares authorized, no shares issued and outstanding, actual; shares authorized, shares issued and outstanding, pro forma; shares authorized, shares issued and outstanding, pro forma as adjusted[5]	—		
Class B common stock, $0.0001 par value per share, no shares authorized, no shares issued and outstanding, actual; shares authorized, shares issued and outstanding, pro forma; shares authorized, shares issued and outstanding, pro forma as adjusted	—		
Additional paid-in capital	—		
Total stockholders' equity	$ 10,106	$	$
Total capitalization	$194,450	$	$

(1) Excludes restricted cash of $1,030 as of March 31, 2021.

(2) Each $1.00 increase or decrease in the assumed initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus) would increase or decrease each of cash and cash equivalents, member's equity/stockholders' equity and total capitalization on a pro forma as adjusted basis by approximately $ million, assuming the number of shares offered, as set forth on the cover page of this prospectus, remains the same, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

(3) Each 1,000,000 share increase or decrease in the number of shares offered in this offering would increase or decrease each of cash and cash equivalents, member's equity/stockholders' equity and total capitalization on a pro forma as adjusted basis by approximately $ million, assuming that the price per share for the offering remains at $ (the midpoint of the estimated price range set forth on the cover page of this prospectus), and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

(4) Includes long-term debt and line of credit. Net of current portion and issuance cost.

(5) Excludes: up to shares of our Class A common stock issuable upon the conversion of the Convertible Preferred; shares of Class A common stock reserved for issuance upon the redemption or exchange of LLC Units that will be held by the Continuing Pre-IPO LLC Members after the completion of this offering; up to shares of Class A common stock that may vest depending on the valuation of our Class A common stock in connection with the acquisition of Rumble in March 2021; shares of our Class A common stock to be reserved for future issuance under our 2021 Plan; and shares to be reserved for future issuance under our 2021 ESPP.

UNAUDITED PRO FORMA FINANCIAL INFORMATION

The unaudited pro forma consolidated statement of operations for the year ended December 31, 2020 and for the three months ended March 31, 2021 give effect to the Offering Adjustments, as defined below, as if this offering had occurred on January 1, 2020.

The unaudited pro forma balance sheet as of March 31, 2021 gives effect to the Offering Adjustments, as if this offering had occurred on March 31, 2021. See "Capitalization."

The unaudited pro forma financial information has been prepared by our management and is based on (i) Xponential Fitness LLC's consolidated historical financial statements and (ii) the assumptions and adjustments described in the notes thereto. The presentation of the unaudited pro forma financial information has been prepared in conformity with Article 11 of Regulation S-X and are based on currently available information and certain estimates and assumptions. Therefore, the actual adjustments may differ from the pro forma adjustments. Assumptions and estimates underlying the unaudited pro forma adjustments are described in the accompanying notes, which should be read in connection with the unaudited pro forma financial information. The unaudited pro forma consolidated financial information is not necessarily indicative of financial results that would have been attained had the described transactions occurred on the dates indicated above or that could be achieved in the future. However, management believes that the assumptions provide a reasonable basis for presenting the significant effects of the transactions as contemplated and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma consolidated financial information.

Our historical financial information for the year ended December 31, 2020 and three months ended March 31, 2021 has been derived from Xponential Fitness LLC's consolidated financial statements and accompanying notes included elsewhere in this prospectus.

For purposes of the unaudited pro forma financial information, we have assumed that shares of Class A common stock will be issued by us at a price per share equal to the midpoint of the estimated initial offering price range set forth on the cover of this prospectus, and as a result, immediately following the completion of this offering, the ownership percentage represented by LLC Units not held by us will be %, and the net loss attributable to LLC Units not held by us will accordingly represent % of our net loss. If the underwriters' option to purchase additional shares is exercised in full, the ownership percentage represented by LLC Units not held by us will be % and the net loss attributable to LLC Units not held by us will accordingly represent % of our net loss. The higher percentage of net loss attributable to LLC Units not held by us over the ownership percentage of LLC Units not held by us is due to the recognition of additional current income tax expense after giving effect to the adjustments for the Reorganization Transactions and this offering that is entirely attributable to our interest.

We based the pro forma adjustments on available information and on assumptions that we believe are reasonable under the circumstances in order to reflect, on a pro forma basis, the impact of the relevant transactions on the historical financial information of Xponential Fitness LLC. See the notes to unaudited pro forma financial information below for a discussion of assumptions made.

The unaudited pro forma consolidated financial information and related notes are included for informational purposes only and do not purport to reflect the financial position or results of operations of us that would have occurred had we been in existence or operated as a public company or otherwise during the periods presented. If this offering and other transactions contemplated herein had occurred in the past, our operating results might have been materially different from those presented in the unaudited consolidated pro forma financial statements. The unaudited pro forma consolidated financial information should not be relied upon as being indicative of our financial position or results of operations had the described transactions occurred on the dates assumed. The unaudited consolidated financial information also does not project our financial position or results of operations for any future period or date. Future results may vary significantly from the results reflected

in the unaudited pro forma consolidated statements of operations and should not be relied on as an indication of our results after the consummation of this offering and the other transactions contemplated by such unaudited pro forma consolidated financial statements.

The unaudited pro forma financial information should be read together with "Capitalization," "Summary Consolidated Financial and Other Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes thereto included elsewhere in this prospectus.

The pro forma adjustments related to this offering (the "Offering Adjustments") are described in the notes to the unaudited pro forma consolidated financial information, and principally include the following:

- adjustments for the Reorganization Transactions and the entry into the TRA;
- the issuance of shares of our Class A common stock to the purchasers in this offering in exchange for net proceeds of approximately $ million, based on an assumed initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus), after deducting underwriting discounts and commissions but before offering expenses;
- the application of the net proceeds from this offering, together with the $200 million in proceeds we expect to receive from the sale of Convertible Preferred to (i) acquire newly issued Preferred Units and LLC Units (at a price per LLC Unit equal to the initial public offering price per share of Class A common stock after deducting underwriting discounts and commissions), (ii) purchase all of the shares of LCAT from LCAT shareholders for $ million and (iii) to acquire LLC Units from certain Pre-IPO LLC Members, including Anthony Geisler, our Chief Executive Officer, at a purchase price per LLC Unit equal to the initial public offering price of Class A common stock;
- the application by Xponential Holdings LLC of the proceeds from the issuance of LLC Units and Preferred Units to us (i) to repay approximately $ million of outstanding borrowings under our Term Loan, (ii) to pay $ million of prepayment penalties and accrued interest in connection with the repayment of the Term Loan, (iii) to redeem for $ million the Series A-5 preferred interests held by certain of the Continuing Pre-IPO Members, including affiliates of Anthony Geisler, our Chief Executive Officer and (iv) to pay fees and expenses of approximately $ million in connection with this offering and the Reorganization Transactions; and
- the provision for federal and state income taxes of Xponential Fitness, Inc. as a taxable corporation at an effective rate of % for the year ended December 31, 2020 (which effective rate was calculated using the new U.S. federal income tax rate of 21%).

As a public company, we will be implementing additional procedures and processes for the purpose of addressing the standards and requirements applicable to public companies. We expect to incur additional annual expenses related to these steps and, among other things, additional directors' and officers' liability insurance, director fees, reporting requirements of the SEC and the NYSE, transfer agent fees, hiring additional accounting, legal and administrative personnel, increased auditing and legal fees and similar expenses. We have not included any pro forma adjustments relating to these costs.

	Three Months Ended March 31, 2021		
	Xponential Fitness LLC (1)	Offering Adjustments	Pro Forma Xponential Fitness, Inc.
		(in thousands, except per share data)	
Unaudited Pro Forma Consolidated Statement of Operations			
Revenue, net:			
Franchise revenue	$ 13,755		
Equipment revenue	4,066		
Merchandise revenue	4,232		
Franchise marketing fund revenue	2,483		
Other service revenue	4,529		
Total revenue, net	29,065		
Operating costs and expenses:			
Costs of product revenue	5,344		
Costs of franchise and service revenue	2,319		
Selling, general and administrative expenses	16,602	(2)	
Depreciation and amortization	2,055		
Marketing fund expense	2,616		
Acquisition and transaction expenses (income)	350		
Total operating costs and expenses	29,286		
Operating income (loss)	(221)		
Other (income) expense:			
Interest income	(95)		
Interest expense	4,423	(3)	
Total other expense	4,328		
Loss before income taxes	(4,549)		
Income taxes	201	(4)	
Net loss	$ (4,750)		
Net loss attributable to non-controlling interest		(5)	
Net loss attributable to controlling interests			
Undistributed accumulated dividends on preferred stock			
Net loss attributable to common shareholders			
Class A common stock outstanding			
Pro forma weighted average shares of common stock outstanding:			
Basic		(6)	
Diluted		(6)	
Pro forma net loss available to common stock per share:			
Basic		(6)	
Diluted		(6)	

	Year Ended December 31, 2020		
	Xponential Fitness LLC (1)	Offering Adjustments	Pro Forma Xponential Fitness, Inc.
		(in thousands, except per share data)	
Unaudited Pro Forma Consolidated Statement of Operations			
Revenue, net:			
Franchise revenue	$ 48,056		
Equipment revenue	20,642		
Merchandise revenue	16,648		
Franchise marketing fund revenue	7,448		
Other service revenue	13,798		
Total revenue, net	106,592		
Operating costs and expenses:			
Costs of product revenue	25,727		
Costs of franchise and service revenue	8,392		
Selling, general and administrative expenses	60,917	(2)	
Depreciation and amortization	7,651		
Marketing fund expense	7,101		
Acquisition and transaction expenses (income)	(10,990)		
Total operating costs and expenses	98,798		

	Year Ended December 31, 2020		
	Xponential Fitness LLC (1)	Offering Adjustments	Pro Forma Xponential Fitness, Inc.
	(in thousands, except per share data)		
Operating income	7,794		
Other (income) expense:			
Interest income	(345)		
Interest expense	21,410	(3)	
Total other expense	21,065		
Loss before income taxes	(13,271)		
Income taxes	369	(4)	
Net loss	$ (13,640)		
Net loss attributable to non-controlling interest		(5)	
Net loss attributable to controlling interests			
Undistributed accumulated dividends on preferred stock			
Net loss attributable to common shareholders			
Class A common stock outstanding			
Pro forma weighted average shares of common stock outstanding:			
Basic		(6)	
Diluted		(6)	
Pro forma net loss available to common stock per share:			
Basic		(6)	
Diluted		(6)	

(1) Xponential Fitness, Inc. was incorporated as a Delaware corporation on January 14, 2020 and Xponential Holdings LLC was formed as a Delaware limited liability company on February 19, 2020. Xponential Fitness, Inc. will have no material assets or results of operations until the completion of the Reorganization Transactions and Xponential Holdings LLC's sole material asset is its ownership of Xponential Fitness LLC, and therefore, Xponential Fitness, Inc. and Xponential Holdings LLC's historical financial positions are not shown in a separate column in this unaudited pro forma consolidated statement of operations. This column represents the historical consolidated financial statements of Xponential Fitness LLC, the predecessor for accounting purposes.

(2) Adjustment represents the increase in compensation expense we expect to incur following completion of this offering. We expect to grant RSUs to certain employees and directors in connection with this offering. This amount was calculated assuming the RSUs were granted on January 1, 2020, at a fair value of $ per share, the midpoint of the estimated offering price set forth on the cover of this prospectus. We recognize the total compensation expense of $ related to such RSU grants on a straight-line basis over the requisite service period of the award recipient (generally two years from the grant date).

(3) Adjustment represents the reduction in interest expense of $ and $ for the three months ended March 31, 2021 and the year ended December 31, 2020, respectively, as a result of the repayment of $ million of our outstanding indebtedness under our Term Loan with proceeds from the offering.

(4) Xponential Fitness LLC was and will continue to be after the Reorganization Transactions a disregarded entity for U.S. federal and state income tax purposes. After the Reorganization Transactions, Xponential Holdings LLC, which will wholly own Xponential Fitness LLC, will be treated as a partnership for U.S. federal and state income tax purposes. As such, income generated by Xponential Holdings LLC will flow through to its partners, including us, and is generally not subject to tax at the Xponential Holdings LLC level. Following the consummation of the Reorganization Transactions and the completion of this offering, we will be subject to U.S. federal income taxes, in addition to state and local income taxes with respect to our share of any taxable income of Xponential Holdings LLC. As a result, the unaudited pro forma consolidated statement of operations reflects adjustments to our income tax expense to reflect an effective income tax rate of %, which was calculated assuming the U.S. federal rates currently in effect and the highest statutory rates apportioned to each applicable state and local jurisdiction.

(5) Upon completion of the Reorganization Transactions, we will become the managing member of Xponential Holdings LLC. As a result, we will consolidate the financial results of Xponential Holdings LLC and will report a non-controlling interest related to the LLC Units held by the ContinuingPre-IPO LLC Members on our consolidated statements of comprehensive income. Following this offering, assuming the underwriters do not exercise their option to purchase additional shares of Class A common stock, we will own % of the

economic interest of Xponential Holdings LLC and the Continuing Pre-IPO LLC Members will own the remaining % of the economic interest of Xponential Holdings LLC. Net loss attributable to non-controlling interests will represent % of loss before income taxes of Xponential Holdings LLC. If the underwriters exercise their option to purchase additional shares of Class A common stock in full, we will own % of the economic interest of Xponential Holdings LLC and the Continuing Pre-IPO LLC Members will own the remaining % of the economic interest of Xponential Holdings LLC and net loss attributable to non-controlling interests would represent % of loss before income taxes of Xponential Holdings LLC.

(6) Pro forma basic and diluted loss per share is computed by dividing the net loss attributable to holders of Class A common stock by the weighted-average shares of Class A common stock outstanding during the period. Shares of Class B common stock do not participate in the earnings or losses of Xponential Fitness, Inc. As a result, the shares of Class B common stock are not considered participating securities and are not included in the weighted average shares outstanding for purposes of computing pro forma loss per share.

The following table sets forth a reconciliation of the numerators and denominators used to compute pro forma basic and diluted loss per share of Class A common stock (amounts in thousands except for per share amounts):

	Three Months Ended March 31, 2021	Year Ended December 31, 2020
Numerator:		
Pro forma net loss	$ —	$ —
Less: Pro forma net loss attributable to non-controlling interests	—	—
Less: Undistributed accumulated dividends on preferred shares	—	—
Pro forma net loss attributable to common shareholders of Xponential Fitness, Inc.	$ —	$ —
Denominator:		
Shares of Class A common stock issued in connection with this offering	—	—
Pro forma weighted-average shares of Class A common stock outstanding - basic	—	—
Effect of dilutive securities	—	—
Pro forma weighted-average shares of Class A common stock outstanding - diluted	—	—
Pro forma net loss per share attributable to Class A common stock - basic	$ —	$ —
Pro forma net loss per share attributable to Class A common stock - diluted	$ —	$ —

Potentially dilutive securities that are antidilutive have been excluded from the calculation of diluted net loss per share. Potential common shares that have been excluded from net loss per share because the effect of including them would be antidilutive include the Convertible Preferred, potential common shares issued as contingent consideration and subject to ongoing vesting requirements under the Rumble acquisition agreement and potential common shares to be issued under our 2021 Plan and ESPP.

	As of March 31, 2021		
	Xponential Fitness LLC (1)	Offering Adjustments (2)	Pro Forma Xponential Fitness, Inc.
		(in thousands)	
Unaudited Pro Forma Consolidated Balance Sheet			
Assets			
Current Assets:			
Cash, cash equivalents and restricted cash	$ 7,350	(3)	
Accounts receivable, net	6,474		
Inventories	5,731		
Prepaid expenses and other current assets	6,465	(4)	
Deferred costs, current portion	3,363		
Notes receivable from franchisees, net	1,308		
Total current assets	30,691		
Property and equipment, net	13,621		
Goodwill	147,863		
Intangible assets, net	109,537		
Deferred costs, net of current portion	35,856		
Note receivable from franchisees, net of current portion	2,464		
Other assets	615		
Total assets	$ 340,647		
Liabilities and Member's Equity			
Current Liabilities:			
Accounts payable	$ 15,989		
Accrued expenses	13,332	(4)	
Deferred revenue, current portion	16,155		
Notes payable	993		
Current portion of long-term debt	7,236		
Other current liabilities	1,869		
Total current liabilities	55,574		
Deferred revenue, net of current portion	77,436		
Contingent consideration from acquisitions	8,756		
Payable to related parties pursuant to tax receivable agreement	—	(5)	
Long-term debt, net of current portion and issuance costs	184,344		
Other liabilities	4,431		
Total liabilities	330,541		
Commitments and contingencies			
Redeemable convertible preferred stock, no shares authorized, issued and outstanding, actual; shares authorized, shares issued and outstanding, as adjusted, net of issuance discount and offering costs		(3)	
Member's equity:			
Class A common stock, $0.0001 par value per share, no shares authorized, no shares issued and outstanding, actual; shares authorized, shares issued and outstanding, as adjusted	—	(3)	
Class B common stock, $0.0001 par value per share, no shares authorized, no shares issued and outstanding, actual; shares authorized, shares issued and outstanding, as adjusted	—	(3)	

	As of March 31, 2021		
	Xponential Fitness LLC (1)	Offering Adjustments (2)	Pro Forma Xponential Fitness, Inc.
		(in thousands)	
Additional paid-in capital		(7)	
Member's contribution	123,802		
Receivable from H&W Intermediate	(1,454)	(3)	
Accumulated deficit	(112,242)		
Non-controlling interests	—	(6)	
Total member's equity	10,106		
Total liabilities and member's equity	$ 340,647		

(1) Xponential Fitness, Inc. was incorporated as a Delaware corporation on January 14, 2020 and Xponential Holdings LLC was formed as a Delaware limited liability company on February 19, 2020. Xponential Fitness, Inc. will have no material assets or results of operations until the completion of the Reorganization Transactions and Xponential Holdings LLC's sole material asset is its ownership of Xponential Fitness LLC, and therefore Xponential Fitness, Inc. and Xponential Holdings LLC's historical financial positions are not shown in a separate column in this unaudited pro forma consolidated balance sheet. This column represents the historical consolidated financial statements of Xponential Fitness LLC, the predecessor for accounting purposes.

(2) For purposes of the unaudited pro forma financial information, we have assumed that shares of Class A common stock will be issued by us in this offering at an initial public offering price per share equal to $ (the midpoint of the estimated price range set forth on the cover page of this prospectus), and as a result, immediately following the completion of this offering, the ownership percentage represented by LLC Units not held by us will be %, and the net loss attributable to LLC Units not held by us will accordingly represent % of our net loss. If the underwriters exercise their option to purchase additional shares of Class A common stock in full, the ownership percentage represented by LLC Units not held by us will be % and the net income attributable to LLC Units not held by us will accordingly represent % of our net loss. The higher percentage of net loss attributable to LLC Units not held by us over the ownership percentage of LLC Units not held by us is due to the recognition of additional current income tax expense after giving effect to the adjustments for the Reorganization Transactions and this offering that is entirely attributable to our interest.

(3) We estimate that the net proceeds from this offering will be approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares of Class A common stock in full), after deducting underwriting discounts and commissions of approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares of Class A common stock in full). We will use all of the net proceeds from this offering (including net proceeds received if the underwriters exercise their option to purchase additional shares of Class A common stock in full), together with the $200 million in proceeds we expect to receive from the sale of Convertible Preferred to (i) acquire newly issued Preferred Units and LLC Units (at a price per LLC Unit equal to the initial public offering price per share of Class A common stock after deducting underwriting discounts and commissions), (ii) purchase all of the shares of LCAT from LCAT shareholders for $ million and (iii) to acquire LLC Units from certain Pre-IPO LLC Members, including Anthony Geisler, our Chief Executive Officer, at a purchase price per LLC Unit equal to the initial public offering price of Class A common stock. We will cause Xponential Holdings LLC to use the proceeds from the issuance of the LLC Units and Preferred Units to us (i) to repay approximately $ million of outstanding borrowings under our Term Loan, (ii) to pay $ million of prepayment penalties and accrued interest in connection with the repayment of the Term Loan, (iii) to pay fees and expenses of approximately $ million in connection with this offering and the Reorganization Transactions, (iv) to redeem for $ million the Series A-5

preferred interests held by certain of the Continuing Pre-IPO Members, including affiliates of Anthony Geisler, our Chief Executive Officer and (v) the balance for working capital. See "Use of Proceeds."

(4) We are deferring certain costs associated with this offering. These costs primarily represent legal, accounting and other direct costs and are recorded in prepaid expenses and other current assets in our consolidated balance sheet. Upon completion of this offering, these deferred costs will be charged against the proceeds from this offering with a corresponding reduction to additional paid-in capital.

(5) Reflects adjustments to give effect to the TRA described in "Certain Relationships and Related Party Transactions—Tax Receivable Agreement" and "Organizational Structure," based on the following assumptions:

- we will record an increase of $ million in deferred tax assets for the estimated income tax effects of certain tax assets acquired or created in connection with the Merger and our acquisitions of LLC Units from Continuing Pre-IPO LLC Members based on enacted federal, state and local tax rates at the date of the transaction. To the extent we estimate that we will not realize the full benefit represented by the deferred tax asset, based on an analysis of expected future earnings, we will reduce the deferred tax asset with a valuation allowance; and

- we will record approximately 85% of the estimated realizable tax benefit as an increase of $ million payable to related parties pursuant to the TRA and the remaining 15% of the estimated realizable tax benefit, or $ million, as an increase to member's interest.

(6) As described in "Organizational Structure," we will become the managing member of Xponential Holdings LLC and will report anon-controlling interest related to the LLC Units held by the Continuing Pre-IPO LLC Members.

(7) The following is a reconciliation of the offering pro forma adjustments impacting Additional paid-in capital:

	Amount
Net proceeds from offering, excluding par value	$
Payment of estimated offering costs, excluding amounts previously paid	
Incremental stock-based compensation expense related to RSUs	
Adjustment from recognition of TRA liability	
Reclassification of deferred offering costs	
	$

DILUTION

If you invest in our Class A common stock, you will experience dilution to the extent of the difference between the initial public offering price per share of our Class A common stock and the pro forma net tangible book value per share of our Class A common stock. Dilution results from the fact that the per share offering price of our Class A common stock is substantially in excess of the pro forma net tangible book value per share attributable to the Pre-IPO LLC Members.

We have presented dilution in pro forma net tangible book value per share of Class A common stock to investors in this offering assuming that all of the holders of LLC Units redeemed or exchanged their LLC Units for a corresponding number of newly-issued shares of Class A common stock (the "Assumed Redemption,") in order to more meaningfully present the dilutive impact on the investors in this offering.

Our pro forma net tangible book value as of March 31, 2021 would have been approximately $ million, or $ per share of our Class A common stock. Pro forma net tangible book value represents the amount of total tangible assets less total liabilities, and pro forma net tangible book value per share represents pro forma net tangible book value divided by the number of shares of Class A common stock outstanding, in each case after giving effect to the Reorganization Transactions and based on an assumed initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus), assuming that the Continuing Pre-IPO LLC Members redeem or exchange all of their LLC Units for newly-issued shares of our Class A common stock on a one-for-one basis (assuming shares of Class A common stock are sold in this offering).

After giving effect to the Reorganization Transactions, assuming that the ContinuingPre-IPO LLC Members elect to have all of their LLC Units redeemed for newly-issued shares of our Class A common stock on a one-for-one basis, and after giving further effect to the sale of shares of Class A common stock in this offering at an assumed initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus) and the use of the net proceeds from this offering, our pro forma as adjusted net tangible book value would have been approximately $ million, or $ per share, representing an immediate increase in net tangible book value of $ per share to existing equity holders and an immediate dilution in net tangible book value of $ per share to new investors.

The following table illustrates the per share dilution:

Assumed initial public offering price		$
Pro forma net tangible book value per share as of March 31, 2021	$	
Increase in pro forma net tangible book value per share attributable to new investors		
Pro forma adjusted net tangible book value per share after offering		
Dilution in pro forma net tangible book value per share to new investors		$

Dilution is determined by subtracting pro forma net tangible book value per share after this offering from the initial public offering price per share of Class A common stock.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) the dilution per share to new investors by $, in each case assuming the number of shares offered, as set forth on the cover page of this prospectus, remains the same.

To the extent the underwriters exercise their option to purchase additional shares of Class A common stock, there will be further dilution to new investors.

The following table illustrates, as of March 31, 2021 , after giving effect to the Assumed Redemption and the sale by us of shares of our Class A common stock in this offering at an assumed initial public offering

price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus), the difference between the existing Pre-IPO LLC Members, and the investors purchasing shares of our Class A common stock in this offering with respect to the number of shares of our common stock purchased from us, the total consideration paid or to be paid to us, and the average price per share paid or to be paid to us, before deducting underwriting discounts and commissions and the estimated offering expenses payable by us:

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Pre-IPO LLC Members		%	$	%	$
Investors purchasing shares of our Class A common stock in this offering					$
Total		100%	$	100%	

Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus) would increase (decrease) the total consideration paid by new investors and the total consideration paid by all stockholders by $ million, assuming the number of shares offered by us remains the same and after deducting estimated underwriting discounts and commissions but before estimated offering expenses.

To the extent that any outstanding restricted stock units vest or the Convertible Preferred is converted or the liquidation preference is increased with respect to the Convertible Preferred, or we issue any securities or convertible securities in the future, investors will experience further dilution.

We may choose to raise additional capital due to market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. To the extent additional capital is raised through the sale of equity or convertible debt securities, the issuance of these securities could result in further dilution to holders of our Class A common stock.

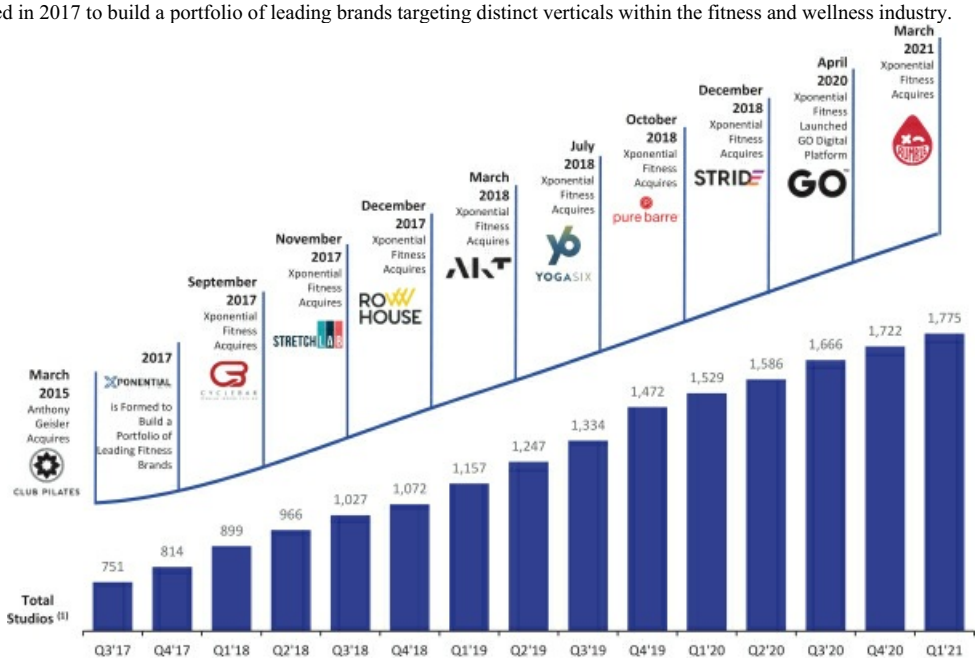
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes thereto and the other financial information included elsewhere in this prospectus. In addition to historical financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results and timing may differ materially from those anticipated in these forward-looking statements as a result of many factors, including those discussed under "Risk Factors" and elsewhere in this prospectus.

Overview

Xponential Fitness is a curator of leading boutique fitness brands across multiple verticals. Our mission is to make highly specialized workouts in motivating, community-based environments accessible to everyone. Our diversified portfolio of brands spans a variety of popular fitness and wellness verticals, including Pilates, barre, cycling, rowing, yoga, running, stretch, dance and boxing. Collectively, our brands offer consumers engaging experiences that appeal to a broad range of ages, fitness levels and demographics. Across our system, over 850,000 unique consumers completed nearly 20 million workouts, including 19.2 million in-studio and live stream workouts and 0.5 million virtual workouts in 2020. The foundation of our business is built on strong partnerships with franchisees. We provide franchisees extensive support to help maximize the performance of their studios, while leveraging our corporate platform to accelerate growth and enhance profitability. We believe our unique combination of a multi-brand offering, resilient franchise model with strong unit economics and integrated platform has enabled us to build our leading market position in the large and growing U.S. boutique fitness industry.

We were formed in 2017 to build a portfolio of leading brands targeting distinct verticals within the fitness and wellness industry.



(1) Global studios open and adjusted to reflect the Rumble acquisition.

As a franchisor, we benefit from multiple highly predictable and recurring revenue streams that enable us to scale our studio base in a capital efficient manner. As of March 31, 2021, 1,765 studios were open and franchisees were contractually committed to open an additional 1,391 studios in North America under existing franchise agreements on an adjusted basis to reflect historical information of the brands we have acquired. In addition, as of March 31, 2021, we had ten studios open internationally, and our master franchisees were contractually obligated to sell licenses to franchisees to open an additional 693 new studios in nine countries. Converting our current pipeline of licenses sold to open studios in North America would nearly double our existing franchised studio base. In 2019, 2020 and the three months ended March 31, 2021, we had no material revenue outside of the United States and no franchisee accounted for more than 5% of our revenue. We operate in one segment for financial reporting purposes.

The COVID-19 Pandemic

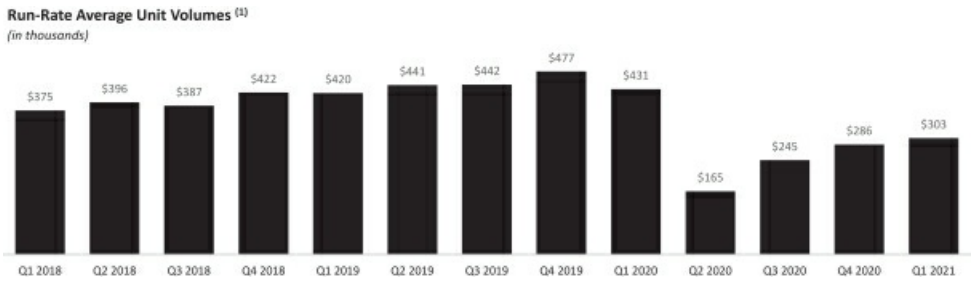
In March 2020, the World Health Organization declared COVID-19 a pandemic. By mid-March, the spread of COVID-19 significantly impacted the global economy, and prevented or restricted us and our employees, franchisees, members and suppliers from conducting business activities, as federal, state, local and foreign governments mandated stay-at-home orders, encouraged social distancing measures and implemented travel restrictions and prohibitions on non-essential activities and business. In response to the COVID-19 outbreak, franchisees temporarily closed almost all studios system-wide in mid-March 2020, although substantially all of our franchised studios have resumed operations as of March 31, 2021. Certain studios have had to re-close or are operating subject to capacity restrictions, and additional studios may have to re-close or further reduce capacity, pursuant to local guidelines. We also experienced lower license sales and delays in new studios openings due to the COVID-19 pandemic. However, we have continued opening studios throughout the COVID-19 pandemic and franchisees have opened 238 studios from March 31, 2020 through March 31, 2021.

Our proven operational model allowed us to provide robust support to franchisees during the COVID-19 pandemic and has led to no units permanently closed under our ownership. Even though studios were temporarily closed, franchisees maintained strong member loyalty, with many members maintaining actively paying accounts or putting their memberships “on hold.” Members who did not pay membership dues while “on hold” kept their agreements and maintained the ability to reactivate when studios reopened, mitigating high member cancellation rates. While studios were closed, we continued to generate revenue from franchise license and royalty payments as customers engaged with our digital platform services and purchased merchandise. We took significant action to support franchisees’ efforts to ensure they had access to resources that guided them on generating revenues and reducing operating costs, including a temporary reduction in marketing fund percentage collected.

The adverse effects of the COVID-19 pandemic have gradually begun to decrease in 2021. In the second quarter of 2021 in particular, as vaccination rates have increased substantially in the United States and restrictions on indoor fitness classes in most states have either been reduced or eliminated, franchisees’ membership visits have increased. As of May 31, 2021, our franchisees recovered to approximately 97% of actively paying members relative to January 31, 2020 membership levels and membership visits were at 93% relative to January 31, 2020 (excludes Rumble). As of May 31, 2021, run-rate AUVs recovered to approximately 84% of January 31, 2020 levels (excludes Rumble).

As a result of the COVID-19 pandemic, we also took ownership of a number of studios. We are currently operating these studios while we actively seek to refranchise them, as operating company-owned studios is not a component of our business model. However, we may not be able to do so and we expect that if we have not been able to do so by December 31, 2021 we may choose to close most or all such studios to the extent they are not profitable at that time and would incur charges in connection therewith for asset impairment and lease termination, employee severance and related matters, which could adversely affect our business, results of operations, cash flows and financial condition.

The COVID-19 pandemic adversely impacted our ability to generate revenue. A substantial portion of our revenue is derived from royalty fees, which were affected by the decline in system-wide sales as almost all of our franchised studios were temporarily closed beginning in mid-March 2020. New studio openings were also delayed. We also experienced a reduction in sales of new studio licenses and in installation of equipment in new studios. Additionally, we temporarily decreased our marketing fund fees from 2% to 1% of the sales of franchisees whose studios were closed due to the COVID-19 pandemic and related government mandates as part of our COVID-19 support response.



(1) Represents run-rate AUVs for North American studios open for at least six months and adjusted for the Rumble acquisition. We calculate run-rate AUV as quarterly AUV multiplied by four, for studios that are at least six months old at the beginning of the respective quarter.

We cannot predict the ultimate degree to which, or period over which, we will continue to be affected by the COVID-19 pandemic or any significant resurgence. Although we have implemented measures to mitigate the impact of the COVID-19 pandemic on our business, we expect the pandemic to continue to adversely affect franchisees, at least through 2021, as well as our overall business, results of operations, cash flows and financial condition.

For a further discussion of the impacts of the COVID-19 pandemic on our business, see “Prospectus Summary—Impact of the COVID-19 Pandemic and Expected Recovery” and “Risk Factors—Risks Related to Our Business and Industry—Our business and results of operations have been and are expected to continue to be materially adversely impacted by the ongoing COVID-19 pandemic.” The COVID-19 pandemic may also have the effect of heightening many of the other risks described in “Risk Factors.” The COVID-19 pandemic continues to evolve, and we will continue to monitor the situation closely.

Reorganization

Xponential Fitness, Inc. was formed for the purpose of, and has engaged to date only in activities in contemplation of this offering. Xponential Fitness, Inc. will be a holding company whose primary asset will be a controlling ownership interest in Xponential Holdings LLC. For more information regarding our reorganization and holding company structure, see “Organizational Structure—The Reorganization Transactions.” Upon completion of this offering, all of our business will be conducted through Xponential Holdings LLC and its consolidated subsidiaries, and the financial results of Xponential Holdings LLC and its consolidated subsidiaries will be included in the consolidated financial statements of Xponential Fitness, Inc. After the Reorganization Transactions, Xponential Holdings LLC will be taxed as a partnership for U.S. federal income tax purposes and, as a result, its members, including Xponential Fitness, Inc. will pay income taxes with respect to their allocable shares of its net taxable income.

We will acquire certain favorable tax attributes from the Blocker Company in the Merger. In addition, acquisitions by Xponential Fitness, Inc. of LLC Units from the Pre-IPO LLC Members in connection with this offering, future taxable redemptions or exchanges by thePre-IPO LLC Members of LLC Units for shares of our Class A common stock or cash, and other transactions described herein are expected to result in favorable tax attributes that will be allocated to us. These tax attributes would not be available to us in the absence of those

transactions and are expected to reduce the amount of tax that we would otherwise be required to pay in the future. The TRA will require Xponential Fitness, Inc. to pay in the aggregate 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that we actually realize to the Pre-IPO LLC Members and the Rumble Shareholder. Furthermore, payments under the TRA may give rise to additional tax benefits and therefore additional payments under the TRA. See "Certain Relationships and Related Party Transactions—Tax Receivable Agreement."

Rumble Acquisition

On March 24, 2021, H&W Franchise Holdings entered into a contribution agreement with Rumble Holdings LLC, Rumble Parent LLC and Rumble Fitness LLC to acquire certain rights and intellectual property of Rumble Fitness LLC ("Rumble"), to be used by H&W Franchise Holdings in connection with the franchise business under the "Rumble" trade name. Pursuant to this agreement, Rumble became a direct subsidiary of Rumble Parent LLC, which is owned by Rumble Holdings LLC, and H&W Franchise Holdings acquired certain rights and intellectual property of Rumble Holdings LLC, which beneficially held all of the issued and outstanding membership interests of Rumble. As consideration, H&W Franchise Holdings (i) issued 39,540.5 of its Class A Units to Rumble Holdings LLC, (ii) issued 61,573.5 Class A Units to Rumble Holdings LLC, which are subject to vesting and forfeiture as provided in the contribution agreement and (iii) assumed and discharged any liabilities arising from and after the closing date under the assigned contracts and acquired assets. H&W Franchise Holdings then contributed the Rumble assets to H&W Intermediate, which then immediately contributed the Rumble assets to us. As a result of this transaction, Rumble became a holder of 5% or more of the equity interests of H&W Franchise Holdings.

Following the closing of this offering and the related reorganization, and prior to the vesting and/or forfeiture of certain equity instruments issued to Rumble Holdings LLC, the instruments will likely be treated as a liability on our balance sheet instead of equity and will therefore be subject to a subsequent quarterly fair value remeasurement on a mark-to-market basis as a derivative liability. As a result, fluctuations in these quarterly liability valuations will impact our financial results following this offering in accordance with movements in our stock price, and the related valuation of the derivative liability that we will be required to make on a quarterly basis.

Factors Affecting Our Results of Operations

We believe that the most significant factors affecting our results of operations include:

- ***Licensing new qualified franchisees, selling additional licenses to existing franchisees and opening studios.*** Our growth depends upon our success in licensing new studios to new and existing franchisees. We believe our success in attracting new franchisees and attracting existing franchisees to invest in additional studios has resulted from our diverse offering of attractive brands, corporate level support, training provided to franchisees and the opportunity to realize attractive returns on their invested capital. We believe our significant investments in centralized systems and infrastructure help support new and existing franchisees. To continue to attract qualified new franchisees, sell additional studios to existing franchisees and assist franchisees in opening their studios, we plan to continue to invest in our brands to enable them to deliver positive consumer experiences and in our integrated services at the brand level to support franchisees.

- ***Timing of studio openings.*** Our revenue growth depends to a significant extent on the number of studios that are open and operating. Many factors affect whether a new studio will be opened on time, if at all, including the availability and cost of financing, selection and availability of suitable studio locations, delays in hiring personnel as well as any delays in equipment delivery or installation. To the extent franchisees are unable to open new studios on the timeline we anticipate, we will not realize the revenue growth that we expect. We believe our investments in centralized systems and infrastructure, including real estate site selection, studio build-out and design assistance help enable franchisees to open studios, and we plan to continue to invest in our systems to continue to provide assistance during the opening process.

- ***Increasing same store sales.*** Our long-term revenue prospects are driven in part by franchisees' ability to increase same store sales. Several factors affect our same store sales in any given period, including the number of stores that have been in operation for a significant period of time, growth in total memberships and marketing and promotional efforts. We expect to continue to seek to grow same store sales and AUVs by helping franchisees acquire new members, increase studio utilization and drive increased spend from consumers. We also intend to expand ancillary revenue streams, such as our digital platform offerings and retail merchandise.

- ***International expansion.*** We continue to invest in increasing the number of franchisees outside of North America. We have developed strong relationships and executed committed development contracts with master franchisees to propel our international growth. We plan to continue to invest in these relationships and seek new relationships and opportunities in countries that we have targeted for expansion.

- ***Consumer demand and competition for discretionary income.*** Our revenue and future success will depend in part on the attractiveness of our brands and the services provided by franchisees relative to other fitness and entertainment options available to consumers. Our franchisees' AUVs are dependent upon the performance of studios and may be impacted by reduced capacity as a result of the COVID-19 pandemic. Macroeconomic factors generally, and economic factors affecting a particular geographic territory, may also impact the returns generated by franchisees and therefore impact our operating results.

Key Performance Indicators

In addition to our GAAP financial statements, we regularly review the following key metrics to measure performance, identify trends, formulate financial projections, compensate our employees, and monitor our business. While we believe that these metrics are useful in evaluating our business, other companies may not use similar metrics or may not calculate similarly titled metrics in a consistent manner. See "Basis of Presentation."

The following table sets forth our key performance indicators for the years ended December 31, 2018, 2019 and 2020 and three months ended March 31, 2020 and 2021:

	Year Ended December 31,			Three Months Ended March 31,	
	2018	2019	2020	2020	2021
			($ in thousands)		
System-wide sales	$ 389,251	$ 560,361	$ 442,148	$ 160,023	$ 131,610
Number of new studio openings in North America	258	400	241	56	53
Number of studios operating in North America (cumulative total as of period end)	1,071	1,471	1,712	1,527	1,765
Number of licenses sold in North America (cumulative total as of period end)	2,086	3,009	3,273	3,139	3,371
Number of licenses contractually obligated to be sold internationally (cumulative total as of period end)	35	489	593	548	693
AUV (LTM as of period end)	$ 399	$ 449	$ 283	$ 453	$ 257
Same store sales	8%	9%	(34%)	0%	(24%)
Adjusted EBITDA	$ (10,621)	$ 16,474	$ 9,807	$ 7,787	$ 3,557

All metrics above are presented on an adjusted basis to reflect historical information of the brands we acquired and therefore includes time periods during which certain of the brands were operated by our predecessors. We acquired Club Pilates and CycleBar in September 2017, Stretch Lab in November 2017, Row House in December 2017, AKT in March 2018, Yoga Six in July 2018, Pure Barre in October 2018, Stride in December 2018 and Rumble in March 2021.

System-Wide Sales

System-wide sales represent gross sales by all studios. System-wide sales includes sales by franchisees that are not revenue realized by us in accordance with GAAP. While we do not record sales by franchisees as revenue, and such sales are not included in our consolidated financial statements, this operating metric relates to our revenue because we receive approximately 7% and 2% of the sales by franchisees as royalty revenue and marketing fee revenue, respectively. We believe that this operating measure aids in understanding how we derive our royalty revenue and marketing fee revenue and is important in evaluating our performance. System-wide sales growth is driven by new studio openings and increases in same store sales. Management reviews system-wide sales monthly, which enables us to assess changes in our franchise revenue, overall studio performance, the health of our brands and the strength of our market position relative to competitors.

Number of New Studio Openings

The number of new studio openings reflects the number of studios opened in North America during a particular reporting period. We consider a new studio to be open once the studio begins offering classes. Opening new studios is an important part of our growth strategy. New studios may not generate material revenue in the early period following an opening and their revenue may not follow historical patterns. Management reviews the number of new studio openings in order to help forecast operating results and to monitor studio opening processes.

Number of Studios Operating

In addition to the number of new studios opened during a period, we track the number of total studios operating in North America at the end of a reporting period. We view this metric on a net basis to take account of any studios that may have closed during the reporting period. While nearly all our franchised studios are licensed to franchisees, from time to time we own and operate a limited number of studios (typically as we take possession of a studio following a franchisee ceasing to operate it and as we prepare it to be licensed to a new franchisee). Management reviews the number of studios operating at a given point in time in order to help forecast system-wide sales, franchise revenue and other revenue streams.

Licenses Sold

The number of licenses sold in North America and globally reflect the cumulative number of licenses sold by us (or, outside of North America, by our master franchisees), since inception through the date indicated. Licenses contractually obligated to open refer to licenses sold net of opened studios and terminations. Licenses contractually obligated to be sold internationally reflect the number of licenses that master franchisees are contractually obligated to sell to franchisees outside of North America under master franchise agreements. The number of licenses sold is a useful indicator of the number of studios that have opened and that are expected to open in the future, which management reviews in order to monitor and forecast our revenue streams. Of the franchisees that opened their first studio in 2019, on average it took approximately 12.2 months from signing the franchise agreement to open. Of the franchisees that opened their first studio in 2020, on average it took approximately 14.6 months from signing the franchise agreement to open. The length of time increased during 2020 due to COVID-related opening restrictions. Management also reviews the number of licenses sold in North America and the number of licenses contractually obligated to be sold internationally in order to help forecast studio growth and system-wide sales.

Average Unit Volume

AUV consists of the average sales for the trailing 12 calendar months for all studios in North America that have been open for at least 13 calendar months as of the measurement date. AUV is calculated by dividing sales during the applicable period for all studios being measured by the number of studios being measured. AUV growth is primarily driven by changes in same store sales and is also influenced by new studio openings. Management reviews AUV to assess studio economics.

Same Store Sales

Same store sales refer to period-over-period sales comparisons for the base of studios. We define the same store sales base to include studios in North America that have been open for at least 13 calendar months as of the measurement date. Any transfer of ownership of a studio does not affect this metric. We measure same store sales based solely upon monthly sales as reported by franchisees. This measure highlights the performance of existing studios, while excluding the impact of new studio openings. Management reviews same store sales to assess the health of the franchised studios.

Non-GAAP Financial Measures

In addition to our results determined in accordance with GAAP, we believe the followingnon-GAAP measures are useful in evaluating our operating performance. We use the following non-GAAP financial information to evaluate our ongoing operations and for internal planning and forecasting purposes. We believe that non-GAAP financial information, when taken collectively, is helpful to investors because it provides consistency and comparability with past financial performance. However, non-GAAP financial information is presented for supplemental informational purposes only, has limitations as an analytical tool, and should not be considered in isolation or as a substitute for financial information presented in accordance with GAAP. In addition, other companies, including companies in our industry, may calculate similarly titled non-GAAP measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of ournon-GAAP financial measure as tools for comparison. A reconciliation is provided below for the non-GAAP financial measures to the most directly comparable financial measures stated in accordance with GAAP. Investors are encouraged to review the related GAAP financial measures and the reconciliation of the non-GAAP financial measures to their most directly comparable GAAP financial measures and not rely on any single financial measure to evaluate our business.

We believe that the non-GAAP financial measures presented below, when taken together with the corresponding GAAP financial measures, provides meaningful supplemental information regarding our performance by excluding certain items that may not be indicative of our business, results of operations or outlook.

Adjusted EBITDA

We define adjusted EBITDA as EBITDA (net income/loss before interest, taxes, depreciation and amortization), adjusted for the impact of certainnon-cash and other items that we do not consider in our evaluation of ongoing operating performance. These items include equity-based compensation, acquisition and transaction expenses (income) (including change in contingent consideration), management fees and expenses (that will be discontinued after this offering), integration and related expenses and litigation expenses (consisting of legal and related fees for specific proceedings that arise outside of the ordinary course of our business) that we do not believe reflect our underlying business performance and affect comparability. EBITDA and adjusted EBITDA are also frequently used by analysts, investors and other interested parties to evaluate companies in our industry.

We believe that adjusted EBITDA is an appropriate measure of operating performance because it eliminates the impact of expenses that we do not believe reflect our underlying business performance.

We believe that adjusted EBITDA, viewed in addition to, and not in lieu of, our reported GAAP results, provides useful information to investors regarding our performance and overall results of operations because it eliminates the impact of other items that we believe reduce the comparability of our underlying core business performance from period to period and is therefore useful to our investors in comparing the core performance of our business from period to period.

The following table presents a reconciliation of net loss, the most directly comparable financial measure calculated in accordance with GAAP, to adjusted EBITDA for the years ended December 31, 2018, 2019 and 2020 and the three months ended March 31, 2020 and 2021:

	Year Ended December 31,			Three Months Ended March 31,	
	2018	2019	2020	2020	2021
			(in thousands)		
Net loss	$(42,478)	$(37,134)	$(13,640)	$ (1,949)	$ (4,750)
Interest expense, net	6,197	15,919	21,065	7,896	4,328
Income taxes	73	164	369	162	201
Depreciation and amortization	3,513	6,386	7,651	1,814	2,055
EBITDA	(32,695)	(14,665)	15,445	7,923	1,834
Equity-based compensation	1,969	2,064	1,751	418	222
Acquisition and transaction expenses (income)	18,095	7,948	(10,990)	(774)	350
Management fees and expenses	847	557	795	220	192
Integration and related expenses	467	15,022	386	—	—
Litigation expenses	696	5,548	2,420	—	959
Adjusted EBITDA	$(10,621)	$ 16,474	$ 9,807	$ 7,787	$ 3,557

Key Components of Results of Operations

Revenue

Our revenue consists of franchise revenue, equipment revenue, merchandise revenue, franchise marketing fund revenue and other service revenue. We consider royalty revenue, marketing fund revenue and certain of our other service revenue items recurring revenue. The following is a brief description of the components of our revenue.

Franchise revenue includes revenue we earn from our franchise agreements and area development agreements. Our performance obligation under the franchise license is granting certain rights to access our intellectual property. Our franchise agreements typically operate under ten-year terms with the option to renew for up to two additional five-year renewal terms. We determined the renewal options are neither qualitatively nor quantitatively material and do not represent a material right. Initial franchise fees are a non-refundable fixed fee, and in the case of franchisees who purchase multiple licenses, there is a pre-established discount applied, which is stated in either the franchise agreement or area development agreement. Initial franchise fees are typically collected upon signing of the franchise agreement or area development agreement. Initial franchise fees are recorded as deferred revenue when received and are recognized on a straight-line basis over the franchise life, which we have determined to be ten years (or five years in the case of a renewal) as we fulfill our promise to grant the franchisee the rights to access and benefit from our intellectual property and to support and maintain the intellectual property. Royalty revenue represents royalties earned from each of the studios in accordance with the franchise disclosure document and the franchise agreement for use of the various brands' names, processes and procedures. The royalty rate in the franchise agreement is typically 7% of the gross sales of each location operated by each franchisee. Royalties are billed and recognized as franchisee sales occur. We also earn fees for

providing access to third party technology solutions to the franchisee for a fixed, monthly fee and for providing coach training services. Transfer fees are paid to us when one franchisee transfers a franchise agreement to a different franchisee. Transfers fees are recognized as revenue on a straight-line basis over the term of the new or assumed franchise agreement, unless the original franchise agreement for an existing studio is terminated, in which case the transfer fee is recognized immediately.

We also sell authorized equipment to franchisees for use in the studios. Equipment revenue includes equipment revenue for new studios, installation of equipment and replacement equipment for existing studios. Franchisees are required to purchase all studio equipment from us, or vendors approved by us.

Merchandise revenue is generated from the sale of branded and non-branded merchandise to franchisees for retail sales to members at the studios. For certain non-branded merchandise sales, we earn a commission to facilitate the transaction between franchisee and the supplier.

We also collect a marketing fee of 2% of gross sales from all franchisees. We use the marketing fees for advertising, marketing, market research, product development, public relations programs and related materials.

Other service revenue includes our digital platform revenue earned from subscriptions to ourweb-based classes, commissions earned from certain of franchisees' use of preferred vendors and vouchers sold through third parties allowing trial classes at local studios operated by franchisees, all of which we consider recurring revenue. Our strategy is for all our franchised studios to be licensed to franchisees; however, we may own and operate a limited number of studios at any given time and revenue from those studios is included in other service revenue. As a result of the COVID-19 pandemic, we took ownership of a larger number of studios in 2020 than we have taken in previous years. As of December 31, 2020, we had ownership of 40 studios, compared to 14 and four studios as of December 31, 2018 and 2019, respectively. As of March 31, 2021, we had ownership of 49 studios. We also consider revenue from our company-owned studios to be recurring revenue.

Costs of Revenue

Costs of product revenue primarily consists of cost of equipment and merchandise and related freight charges. Costs of franchise and service revenue primarily includes commissions paid to brokers and sales personnel related to the signing of franchise agreements, travel and personnel expenses related to the on-site training provided to the franchisees, hosting expenses related to our digital platform revenue and expenses related to the purchase of technology packages and the related monthly fees. Certain of our brokerage contracts were with wholly owned subsidiaries of St. Gregory Holdco, LLC ("STG"), which was a wholly owned subsidiary of H&W Intermediate, which owned all our outstanding LLC Units before the consummation of the Reorganization Transactions. During the years ended December 31, 2018 and 2019, we recorded $9.3 million and $10.9 million, respectively, of deferred commission costs paid to STG and Montgomery Venture Investments, LLC ("MVI"), which is being recognized over the initial ten-year franchise agreement term. Effective as of October 1, 2019, we no longer have brokerage contracts with subsidiaries of STG and instead employ a direct salesforce. See "Certain Relationships and Related Party Transactions—Brokerage Contracts."

Operating Expenses

We primarily incur the following operating expenses: selling, general and administrative expenses; depreciation and amortization; marketing fund expense and acquisition and transaction expenses.

Selling, general and administrative expenses include costs associated with administrative and franchisee support functions related to our existing business, as well as growth and development activities. These costs primarily consist of payroll, professional and legal expenses, occupancy expenses, management fees, travel expenses and convention expenses. Marketing fund expenses include advertising, marketing, market research, product development, public relations programs and materials that benefit the brands. Acquisition and transaction

expenses primarily include costs directly related to the acquisition of businesses, which include expenditures for advisory, legal, valuation, accounting and similar services, in addition to amounts recorded for changes in contingent consideration.

Following the completion of this offering, we expect to incur additional expenses as a result of operating as a public company, including costs to comply with the rules and regulations applicable to companies listed on a national securities exchange, costs related to compliance and reporting obligations pursuant to the rules and regulations of the SEC and higher expenses for insurance, investor relations and professional services. We expect our selling, general and administrative expenses will increase in absolute dollars as our business grows.

Cash Flows

We generate a significant portion of our cash flows from royalties and various fees related to transactions involving our franchised studios. We collect our royalties and certain other fees through our third- party hosted system-wide point-of-sale system. Royalties, franchise marketing fund fees and certain other fees are deducted on a recurring basis monthly. Franchisees are responsible for maintaining the billing records and collection of dues for their respective studios through the point-of-sale system. Royalties and franchise marketing fund fees are based on monthly billings for the studios without regard to the collections of those billings by franchisees. Merchandise and equipment sales to new and existing studios also generate significant cash flows.

Discussion of Results of Operations

The following table presents our consolidated audited results of operations for the years ended December 31, 2018, 2019 and 2020 and unaudited results of operations for the three months ended March 31, 2020 and 2021.

	Year Ended December 31,			Three Months Ended March 31,	
	2018	2019	2020	2020	2021
			(in thousands)		
Revenue, net:					
Franchise revenue	$ 19,852	$ 47,364	$ 48,056	$ 14,847	$ 13,755
Equipment revenue	22,646	40,012	20,642	6,735	4,066
Merchandise revenue	9,575	22,215	16,648	5,064	4,232
Franchise marketing fund revenue	3,745	8,648	7,448	2,697	2,483
Other service revenue	3,446	10,891	13,798	2,444	4,529
Total revenue, net	59,264	129,130	106,592	31,787	29,065
Operating costs and expenses:					
Costs of product revenue	22,901	41,432	25,727	8,098	5,344
Costs of franchise and service revenue	3,127	5,703	8,392	2,082	2,319
Selling, general and administrative expenses	44,551	80,495	60,917	11,873	16,602
Depreciation and amortization	3,513	6,386	7,651	1,814	2,055
Marketing fund expense	3,285	8,217	7,101	2,585	2,616
Acquisition and transaction expenses (income)	18,095	7,948	(10,990)	(774)	350
Total operating costs and expenses	95,472	150,181	98,798	25,678	29,286
Operating income (loss)	(36,208)	(21,051)	7,794	6,109	(221)
Other (income) expense:					
Interest income	(56)	(168)	(345)	(90)	(95)
Interest expense	6,253	16,087	21,410	7,986	4,423
Total other expense	6,197	15,919	21,065	7,896	4,328
Loss before income taxes	(42,405)	(36,970)	(13,271)	(1,787)	(4,549)
Income taxes	73	164	369	162	201
Net loss	$ (42,478)	$ (37,134)	$ (13,640)	$ (1,949)	$ (4,750)

The following table presents our consolidated results of operations for the years ended December 31, 2018, 2019 and 2020 and three months ended March 31, 2020 and 2021 as a percentage of revenue:

	Year Ended December 31,			Three Months Ended March 31,	
	2018	2019	2020	2020	2021
Revenue:					
Franchise revenue	33.5%	36.7%	45.1%	46.7%	47.3%
Equipment revenue	38.2%	31.0%	19.4%	21.2%	14.0%
Merchandise revenue	16.2%	17.2%	15.6%	15.9%	14.6%
Franchise marketing fund revenue	6.3%	6.7%	7.0%	8.5%	8.5%
Other service revenue	5.8%	8.4%	12.9%	7.7%	15.6%
Total revenue	100.0%	100.0%	100.0%	100.0%	100.0%
Operating costs and expenses:					
Costs of product revenue	38.6%	32.1%	24.1%	25.5%	18.4%
Costs of franchise and service revenue	5.3%	4.4%	7.9%	6.5%	8.0%
Selling, general and administrative expenses	75.2%	62.3%	57.1%	37.4%	57.1%
Depreciation and amortization	5.9%	4.9%	7.2%	5.7%	7.1%
Marketing fund expense	5.5%	6.4%	6.7%	8.1%	9.0%
Acquisition and transaction expenses (income)	30.5%	6.2%	(10.3%)	(2.4%)	1.2%
Total operating costs and expenses	161.0%	116.3%	92.7%	80.8%	100.8%
Operating income (loss)	(61.1%)	(16.3%)	7.3%	19.2%	(0.8%)
Other (income) expense					
Interest income	0.1%	0.1%	0.3%	0.3%	0.3%
Interest expense	10.6%	12.5%	20.1%	25.1%	15.2%
Total other expense	10.5%	12.4%	19.8%	24.8%	14.9%
Loss before income taxes	71.6%	28.7%	12.5%	5.6%	15.7%
Income taxes	0.1%	0.1%	0.3%	0.5%	0.7%
Net loss	71.7%	28.8%	12.8%	6.1%	16.3%

Note: Totals may not add due to rounding.

Three Months Ended March 31, 2020 versus 2021

The following is a discussion of our consolidated results of operations for the three months ended March 31, 2020 versus the three months ended March 31, 2021.

Revenue

	Three Months Ended March 31,	
	2020	2021
	(in thousands)	
Franchise revenue	$ 14,847	$ 13,755
Equipment revenue	6,735	4,066
Merchandise revenue	5,064	4,232
Franchise marketing fund revenue	2,697	2,483
Other service revenue	2,444	4,529
Total revenue	$ 31,787	$ 29,065

Total revenue. Total revenue was $29.1 million in the three months ended March 31, 2021, compared to $31.8 million in the three months ended March 31, 2020, a decrease of $2.7 million, or 8.6%. The decrease in total revenue was primarily due to a decrease in equipment revenue, which was due to the decrease in new studio openings caused by the COVID-19 pandemic.

Franchise revenue. Franchise revenue was $13.8 million in the three months ended March 31, 2021, compared to $14.8 million in the three months ended March 31, 2020, a decrease of $1.0 million, or 7.4%. Franchise revenue consisted of franchise royalty fees of $8.5 million, training fees of $1.4 million, franchise territory fees of $2.6 million and technology fees of $1.2 million in the three months ended March 31, 2021, compared to franchise royalty fees of $10.0 million, training fees of $1.8 million, franchise territory fees of $2.3 million and technology fees of $0.7 million in the three months ended March 31, 2020. The decrease in franchise royalty fees was primarily due to a 24% decrease in same store sales due in large part to the continuing impact of the COVID-19 pandemic, including capacity restrictions at certain studios, which also contributed to the decrease in training fees, partially offset by 245 new studio openings since March 31, 2020, which contributed to the increase in franchise territory fees and technology fees. The number of new studio openings does not reflect the number of new studios Rumble opened in the first quarter of 2021.

Equipment revenue. Equipment revenue was $4.1 million in the three months ended March 31, 2021, compared to $6.7 million in the three months ended March 31, 2020, a decrease of $2.7 million, or 39.6%. Most equipment revenue is recognized in the period that a new studio opens. In the three months ended March 31, 2020, a larger number of equipment installations occurred than studio openings, as studio openings for which equipment installations occurred in March were delayed due to the impact of COVID-19. The number of new studio openings does not reflect the number of new studios Rumble opened in the three months ended March 31, 2020 and 2021.

Merchandise revenue. Merchandise revenue was $4.2 million in the three months ended March 31, 2021, compared to $5.1 million in the three months ended March 31, 2020, a decrease of $0.8 million, or 16.4%. The decrease was due primarily to reduced member visits to franchisee studios due to the continuing impact of the COVID-19 pandemic.

Franchise marketing fund revenue. Franchise marketing fund revenue was $2.5 million in the three months ended March 31, 2021, compared to $2.7 million in the three months ended March 31, 2020, a decrease of $0.2 million, or 7.9%. The decrease was primarily due to a decrease in same store sales, partially offset by 52 new studio openings in the first quarter of 2021, excluding one new studio Rumble opened in 2021.

Other service revenue. Other service revenue was $4.5 million in the three months ended March 31, 2021, compared to $2.4 million in the three months ended March 31, 2020, an increase of $2.1 million, or 85.3%. The increase was primarily due to a $0.3 million increase in our digital platform revenue, a $0.6 million increase in other preferred vendor commission revenue and a $1.2 million increase in revenue from company-owned studios.

Operating Costs and Expenses

	Three Months Ended March 31,	
	2020	2021
	(in thousands)	
Costs of product revenue	$ 8,098	$ 5,344
Costs of franchise and service revenue	2,082	2,319
Selling, general and administrative expenses	11,873	16,602
Depreciation and amortization	1,814	2,055
Marketing fund expense	2,585	2,616
Acquisition and transaction expenses (income)	(774)	350
Total operating costs and expenses	$ 25,678	$ 29,286

Costs of product revenue. Costs of product revenue was $5.3 million in the three months ended March 31, 2021, compared to $8.1 million in the three months ended March 31, 2020, a decrease of $2.8 million, or 34.0%. The decrease was consistent with the decrease in equipment and merchandise revenue in 2021.

Costs of franchise and service revenue. Costs of franchise and service revenue was $2.3 million in the three months ended March 31, 2021, compared to $2.1 million in the three months ended March 31, 2020, an increase of $0.2 million, or 11.4%. The increase was primarily due to an increase in costs related to technology fee revenue, consistent with the related revenue increase.

Selling, general and administrative expenses. Selling, general and administrative expenses were $16.6 million in the three months ended March 31, 2021, compared to $11.9 million in the three months ended March 31, 2020, an increase of $4.7 million, or 39.8%. The increase was primarily attributable an increase in salaries and wages and occupancy expenses of $1.9 million and $1.3 million, respectively, primarily related to the increase in number of company-owned studios; and $2.0 million reduction in settlement income recognized in 2020. These increases were partially offset by decreases in other variable expenses in 2021.

Depreciation and amortization. Depreciation and amortization expense was $2.1 million in the three months ended March 31, 2021, compared to $1.8 million in the three months ended March 31, 2020, an increase of $0.2 million, or 13.3%. The increase was due primarily to an increase in assets related to company-owned studios.

Marketing fund expense. Marketing fund expense was $2.6 million in the three months ended March 31, 2021 and 2020 and is consistent with the insignificant change in franchise marketing fund revenue.

Acquisition and transaction expenses (income). Acquisition and transaction expenses (income) were $0.4 million in the three months ended March 31, 2021, compared to ($0.8) million in the three months ended March 31, 2020, a change of $1.1 million, or 145.2%. These expenses (income) represent the non-cash change in contingent consideration related to 2017 and 2018 business acquisitions and $0.2 million of expense in 2021 related to the acquisition of Rumble.

Other (Income) Expense, net

	Three Months Ended March 31,	
	2020	2021
	(in thousands)	
Interest income	$ (90)	$ (95)
Interest expense	7,986	4,423
Total other expense, net	$ 7,896	$ 4,328

Interest income. Interest income primarily consists of interest on notes receivable and was insignificant in each of the three-month periods ended March 31, 2020 and 2021.

Interest expense. Interest expense was $4.4 million in the three months ended March 31, 2021, compared to $8.0 million in the three months ended March 31, 2020, a decrease of $3.6 million, or 44.6%. Interest expense consists of interest on notes payable and long-term debt, accretion of earn-out liabilities and amortization of deferred loan costs. The decrease was due primarily to $1.5 million of prepayment and other penalties incurred in the three months ended March 31, 2020 and a write off of $1.8 million of deferred loan costs related to our credit agreement with Monroe Capital Management Advisors, LLC, which was replaced with a new credit facility in March 2020.

Income Taxes

	Three Months Ended March 31,	
	2020	2021
	(in thousands)	
Income taxes	$ 162	$ 201

Income taxes. Income taxes were $0.2 million in each of the three-month periods ended March 31, 2021 and 2020.

Year Ended December 31, 2019 versus 2020

The following is a discussion of our consolidated results of operations for the year ended December 31, 2019 versus the year ended December 31, 2020.

Revenue

	Year Ended December 31,	
	2019	2020
	(in thousands)	
Franchise revenue	$47,364	$48,056
Equipment revenue	40,012	20,642
Merchandise revenue	22,215	16,648
Franchise marketing fund revenue	8,648	7,448
Other service revenue	10,891	13,798
Total revenue	$ 129,130	$ 106,592

Total revenue. Total revenue was $106.6 million in the year ended December 31, 2020, compared to $129.1 million in the year ended December 31, 2019, a decrease of $22.5 million, or 17.5%. The decrease in total revenue was primarily due to a decrease of $19.4 million of equipment revenue, which was due to the decrease in new studio openings caused by the COVID-19 pandemic and to a lesser extent merchandise revenue due to temporary studio closures and reduced usage during 2020 as a result of the COVID-19 pandemic.

Franchise revenue. Franchise revenue was $48.1 million in the year ended December 31, 2020, compared to $47.4 million in the year ended December 31, 2019, an increase of $0.7 million, or 1.5%. Franchise revenue consisted of franchise royalty fees of $28.5 million, training fees of $5.8 million, franchise territory fees of $9.8 million and technology fees of $4.0 million in 2020, compared to franchise royalty fees of $33.9 million, training fees of $6.6 million, franchise territory fees of $5.4 million and technology fees of $1.5 million in 2019. The decrease in franchise royalty fees was primarily due to a 34% decrease in same store sales due in large part to temporary studio closures, partially offset by 240 new studio openings in 2020, which contributed to the increase in franchise territory fees and technology fees. The number of new studio openings does not reflect the number of new studios Rumble opened in 2020.

Equipment revenue. Equipment revenue was $20.6 million in the year ended December 31, 2020, compared to $40.0 million in the year ended December 31, 2019, a decrease of $19.4 million, or 48.4%. The decrease was primarily attributable to 240 new studio openings in 2020, compared to 394 new studio openings in 2019. The decrease in the number of new studio openings was due to the COVID-19 pandemic, including government mandated closures of in-person fitness studios. Most of the equipment revenue is recognized in the period that a new studio opens. The number of new studio openings in 2019 and 2020 do not reflect the number of new studios Rumble opened in 2019 and 2020.

Merchandise revenue. Merchandise revenue was $16.6 million in the year ended December 31, 2020, compared to $22.2 million in the year ended December 31, 2019, a decrease of $5.6 million, or 25.1%. The decrease was due primarily to temporary studio closures in 2020 due to the COVID-19 pandemic.

Franchise marketing fund revenue. Franchise marketing fund revenue was $7.4 million in the year ended December 31, 2020, compared to $8.6 million in the year ended December 31, 2019, a decrease of $1.2 million, or 13.9%. The decrease was primarily due to a 34% decrease in same store sales, and a temporary reduction in the marketing fund percentage collected from 2% to 1% of the sales of franchisees whose studios were closed due to the COVID-19 pandemic and related government mandates as part of our COVID-19 support response, partially offset by 240 new studio openings in 2020. The number of new studio openings does not reflect the number of new studios Rumble opened in 2020.

Other service revenue. Other service revenue was $13.8 million in the year ended December 31, 2020, compared to $10.9 million in the year ended December 31, 2019, an increase of $2.9 million, or 26.7%. The increase was primarily due to a $2.2 million increase in our digital platform revenue and a $1.4 million increase in other preferred vendor commission revenue, partially offset by a $0.6 million decrease in revenue from company-owned studios.

Operating Costs and Expenses

	Year Ended December 31,	
	2019	2020
	(in thousands)	
Costs of product revenue	$41,432	$25,727
Costs of franchise and service revenue	5,703	8,392
Selling, general and administrative expenses	80,495	60,917
Depreciation and amortization	6,386	7,651
Marketing fund expense	8,217	7,101
Acquisition and transaction expenses (income)	7,948	(10,990)
Total operating costs and expenses	$ 150,181	$ 98,798

Costs of product revenue. Costs of product revenue was $25.7 million in the year ended December 31, 2020, compared to $41.4 million in the year ended December 31, 2019, a decrease of $15.7 million, or 37.9%. The decrease was consistent with the decrease in equipment and merchandise revenue in 2020.

Costs of franchise and service revenue. Costs of franchise and service revenue was $8.4 million in the year ended December 31, 2020, compared to $5.7 million in the year ended December 31, 2019, an increase of $2.7 million, or 47.2%. The increase was primarily due to an increase in amortized franchise territory sales commissions, technology fees and our digital platform costs, consistent with related revenue increases, including the $2.5 million increase in technology fees, $2.2 million increase in our digital platform revenue and a $1.4 million increase in other preferred vendor commission revenue.

Selling, general and administrative expenses. Selling, general and administrative expenses were $60.9 million in the year ended December 31, 2020, compared to $80.5 million in the year ended December 31, 2019, a decrease of $19.6 million, or 24.3%. The decrease was primarily attributable a reduction in variable expenses in response to the impact of the COVID-19 pandemic on our business, including a $5.7 million decrease in variable marketing and promotion, which includes advertising and convention expenses, a $1.3 million decrease in travel expenses, and a $15.5 million decrease in studio support expense, primarily related to a decrease in costs to integrate businesses acquired in 2018, which included updating existing Pure Barre studios for consistency with our standards. These decreases were partially offset by an increase in salaries and wages and occupancy expenses of $1.1 million and $0.8 million, respectively, primarily related to studios acquired in 2020 and a $0.8 million increase in bad debt expense.

Depreciation and amortization. Depreciation and amortization expense was $7.7 million in the year ended December 31, 2020, compared to $6.4 million in the year ended December 31, 2019, an increase of $1.3 million, or 19.8%. The increase was due primarily to depreciation expense related to property and equipment placed in service during the year ended December 31, 2020, including our new digital platform and assets related to company-owned studios.

Marketing fund expense. Marketing fund expense was $7.1 million in the year ended December 31, 2020, compared to $8.2 million in the year ended December 31, 2019, a decrease of $1.1 million, or 13.6%. The decrease was consistent with the decrease in franchise marketing fund revenue.

Acquisition and transaction expenses (income). Acquisition and transaction expenses (income) were ($11.0) million in the year ended December 31, 2020, compared to $7.9 million in the year ended December 31, 2019, a change of $18.9 million, or 238.3%. These expenses (income) represent the non-cash change in contingent consideration related to 2017 and 2018 business acquisitions.

Other (Income) Expense, net

	Year Ended December 31,	
	2019	2020
	(in thousands)	
Interest income	$(168)	$(345)
Interest expense	16,087	21,410
Total other expense, net	$ 15,919	$ 21,065

Interest income. Interest income primarily consists of interest on notes receivable and was insignificant in each of the years ended December 31, 2019 and 2020.

Interest expense. Interest expense was $21.4 million in the year ended December 31, 2020, compared to $16.1 million in the year ended December 31, 2019, an increase of $5.3 million, or 33.1%. Interest expense consists of interest on notes payable and long-term debt, accretion of earn-out liabilities and amortization of deferred loan costs. The increase was due primarily to a $2.6 million increase in amortization of debt issuance costs and a $4.2 million increase in interest on long-term debt due primarily to a higher average outstanding debt balance in 2020, partially offset by a $1.5 million decrease in earn-out accretion.

Income Taxes

	Year Ended December 31,	
	2019	2020
	(in thousands)	
Income taxes	$ 164	$ 369

Income taxes. Income taxes were $0.4 million in the year ended December 31, 2020, compared to $0.2 million in the year ended December 31, 2019.

Year Ended December 31, 2018 versus 2019

The following is a discussion of our consolidated results of operations for the year ended December 31, 2018 versus the year ended December 31, 2019.

Revenue

	Year Ended December 31,	
	2018	2019
	(in thousands)	
Franchise revenue	$ 19,852	$47,364
Equipment revenue	22,646	40,012
Merchandise revenue	9,575	22,215
Franchise marketing fund revenue	3,745	8,648
Other service revenue	3,446	10,891
Total revenue	$ 59,264	$ 129,130

Total revenue. Total revenue was $129.1 million in the year ended December 31, 2019, compared to $59.3 million in the year ended December 31, 2018, an increase of $69.8 million, or 117.7%. Total revenue from businesses acquired in 2018 was $6.0 million and $38.4 million in the years ended December 31, 2018 and 2019, respectively.

Franchise revenue. Franchise revenue was $47.4 million in the year ended December 31, 2019, compared to $19.9 million in the year ended December 31, 2018, an increase of $27.5 million, or 138.2%. Franchise revenue consisted of franchise royalty fees of $33.9 million, training fees of $6.6 million, franchise territory fees of $5.4 million and technology fees of $1.5 million in 2019, compared to franchise royalty fees of $14.5 million, training fees of $2.6 million, franchise territory fees of $1.6 million and technology fees of $1.2 million in 2018. The increase was primarily due to 394 new studio openings in 2019, a 10% increase in same store sales and a full year of revenue in 2019 from businesses acquired in 2018. The number of new studio openings does not reflect the number of new studios Rumble opened in 2018 and 2019.

Equipment revenue. Equipment revenue was $40.0 million in the year ended December 31, 2019, compared to $22.6 million in the year ended December 31, 2018, an increase of $17.4 million, or 77.0%. The increase was primarily attributable to 394 new studio openings in 2019, compared to 260 new studio openings in 2018. The majority of equipment revenue is recognized in the period that a new studio opens. The number of new studio openings in 2018 and 2019 do not reflect the number of new studios Rumble opened in 2018 and 2019.

Merchandise revenue. Merchandise revenue was $22.2 million in the year ended December 31, 2019, compared to $9.6 million in the year ended December 31, 2018, an increase of $12.6 million, or 131.3%. The increase was due primarily to 394 new studio openings in 2019 and a full year of revenue in 2019 from businesses acquired in 2018. The number of new studio openings does not reflect the number of new studios Rumble opened in 2019.

Franchise marketing fund revenue. Franchise marketing fund revenue was $8.6 million in the year ended December 31, 2019, compared to $3.7 million in the year ended December 31, 2018, an increase of $4.9 million, or 132.4%. The increase was primarily due to new studio openings in 2019, a 10% increase in same store sales and a full year of revenue in 2019 from businesses acquired in 2018.

Other service revenue. Other service revenue was $10.9 million in the year ended December 31, 2019, compared to $3.4 million in the year ended December 31, 2018, an increase of $7.5 million, or 220.6%. The increase was primarily due to a $2.5 million increase in our digital platform revenue, a $1.5 million increase in revenue from company-owned studios and a $3.5 million increase in other preferred vendor commission revenue attributable to new studio openings in 2019.

Operating Costs and Expenses

	Year Ended December 31,	
	2018	2019
	(in thousands)	
Costs of product revenue	$ 22,901	$41,432
Costs of franchise and service revenue	3,127	5,703
Selling, general and administrative expenses	44,551	80,495
Depreciation and amortization	3,513	6,386
Marketing fund expense	3,285	8,217
Acquisition and transaction expenses	18,095	7,948
Total operating costs and expenses	$ 95,472	$ 150,181

Costs of product revenue. Costs of product revenue was $41.4 million in the year ended December 31, 2019, compared to $22.9 million in the year ended December 31, 2018, an increase of $18.5 million, or 80.8%. The increase was consistent with the increase in equipment and merchandise revenue in the year ended December 31, 2019.

Costs of franchise and service revenue. Costs of franchise and service revenue was $5.7 million in the year ended December 31, 2019, compared to $3.1 million in the year ended December 31, 2018, an increase of $2.6 million, or 83.9%. The increase was primarily due to an increase in amortized franchise territory sales commissions, technology fees and on-demand costs.

Selling, general and administrative expenses. Selling, general and administrative expenses were $80.5 million in the year ended December 31, 2019, compared to $44.6 million in the year ended December 31, 2018, an increase of $35.9 million, or 80.5%. The increase was primarily attributable to an increase of $14.6 million in costs to integrate businesses acquired in 2018 primarily to update existing Pure Barre studios for consistency with our standards, an increase in salaries and wages of $9.7 million primarily related to acquired businesses and an increase in legal and accounting expense of $7.5 million due primarily to non-recurring litigation expenses in 2019.

Depreciation and amortization. Depreciation and amortization expense was $6.4 million in the year ended December 31, 2019, compared to $3.5 million in the year ended December 31, 2018, an increase of $2.9 million, or 82.9%. The increase was due primarily to a full year of amortization of intangible assets in 2019 attributable to 2018 business acquisitions and, to a lesser extent, an increase in depreciation expense related to an increase in purchases of property and equipment during the year ended December 31, 2019 to support our growth.

Marketing fund expense. Marketing fund expense was $8.2 million in the year ended December 31, 2019, compared to $3.3 million in the year ended December 31, 2018, an increase of $4.9 million, or 148.5%. The increase was consistent with the increase in franchise marketing fund revenue.

Acquisition and transaction expenses (income). Acquisition and transaction expenses were $7.9 million in the year ended December 31, 2019, compared to $18.1 million in the year ended December 31, 2018, a decrease of $10.2 million, or 56.4%. The 2019 expenses represent the non-cash change in contingent consideration related to 2017 and 2018 business acquisitions. The 2018 acquisition and transaction expenses include $3.2 million in expenses related to costs incurred in connection with the acquisition of businesses in 2018 and $14.9 million in non-cash change in contingent consideration related to 2017 business acquisitions. The decrease was the result of there being no business acquisitions in 2019 and the decrease in change in contingent consideration from acquisitions, which was primarily attributable to the majority of milestones related to 2017 acquisitions being reached in 2018, and fewer milestones related to 2018 acquisitions.

Other (Income) Expense, net

	Year Ended December 31,	
	2018	2019
	(in thousands)	
Interest income	$(56)	$(168)
Interest expense	6,253	16,087
Total other expense, net	$ 6,197	$ 15,919

Interest income. Interest income primarily consists of interest on notes receivable and was insignificant in each of the years ended December 31, 2018 and 2019.

Interest expense. Interest expense was $16.1 million in the year ended December 31, 2019, compared to $6.3 million in the year ended December 31, 2018, an increase of $9.8 million, or 155.6%. Interest expense consists of interest on notes payable and long-term debt, accretion of earn-out liabilities and amortization of deferred loan costs. The increase was due primarily to a $1.4 million increase in earn-out accretion and an $8.1 million increase in interest on long-term debt due primarily to a higher average outstanding debt balance in 2019.

Income Taxes

	Year Ended December 31,	
	2018	2019
	(in thousands)	
Income taxes	$ 73	$ 164

Income taxes. Income taxes were $0.2 million in the year ended December 31, 2019, compared to $0.1 million in the year ended December 31, 2018.

Liquidity and Capital Resources

As of March 31, 2021, we had $6.3 million of cash and cash equivalents, excluding $1.0 million of restricted cash for marketing fund purposes.

We require cash principally to fund day-to-day operations, finance capital investments, service our outstanding debt and address our working capital needs. Based on our current level of operations and anticipated growth, we believe that our available cash balance, the cash generated from our operations, and amounts available under our credit facility will be adequate to meet our anticipated debt service requirements and obligations under our TRA, capital expenditures, payment of tax distributions and working capital needs for at least the next twelve months. Our ability to continue to fund these items and continue to reduce debt could be adversely affected by the occurrence of any of the events described under “Risk Factors.” There can be no assurance, however, that our business will generate sufficient cash flows from operations or that future borrowings will be available under our credit facility or otherwise to enable us to service our indebtedness,

including our credit facility, or to make anticipated capital expenditures. Our future operating performance and our ability to service, extend or refinance the credit facility will be subject to future economic conditions and to financial, business and other factors, many of which are beyond our control.

Credit Facility

On April 19, 2021, we entered into a Financing Agreement with Wilmington Trust, National Association, as administrative agent and collateral agent, and MSD XPO Partners, LLC, MSD PCOF Partners XXXIX, LLC and Delalv Cayman C-2 Ltd. as the lenders (the "Credit Agreement"), which consists of a $212 million senior secured term loan facility (the "Term Loan Facility", and the loans thereunder, the "Term Loan"). Affiliates of MSD XPO Partners, LLC, MSD PCOF Partners XXXIX, LLC have also separately agreed to purchase our Convertible Preferred. Our obligations under the Credit Agreement are guaranteed by Xponential Intermediate Holdings, LLC and certain of our material subsidiaries, and are secured by substantially all of the assets of Xponential Intermediate Holdings, LLC and certain of our material subsidiaries.

Under the Credit Agreement, we are required to make: (i) monthly payments of interest on the Term Loan and (ii) quarterly principal payments equal to 0.25% of the original principal amount of the Term Loan. Borrowings under the Term Loan Facility bear interest at a per annum rate of, at our option, either (a) the LIBOR Rate (as defined in the Credit Agreement) plus a margin of 6.50% or (b) the Reference Rate (as defined in the Credit Agreement) plus a margin of 5.50%.

The Credit Agreement also contains mandatory prepayments of the Term Loan with: (i) 50% of Xponential Intermediate Holdings, LLC and its subsidiaries' Excess Cash Flow (as defined in the Credit Agreement), subject to certain exceptions; (ii) 100% of the net proceeds of certain asset sales and insurance/condemnation events, subject to reinvestment rights and certain other exceptions; (iii) 100% of the net proceeds of certain extraordinary receipts, subject to reinvestment rights and certain other exceptions; (iv) 100% of the net proceeds of any incurrence of debt, excluding certain permitted debt issuances; and (v) up to $60 million of net proceeds in connection with an initial public offering of at least $200 million, subject to certain exceptions.

All voluntary prepayments and certain mandatory prepayments of the Term Loan made (i) on or prior to the first anniversary of the closing date are subject to a 2.00% premium on the principal amount of such prepayment and (ii) after the first anniversary of the closing date and on or prior to the second anniversary of the closing date are subject to a 0.50% premium on the principal amount of such prepayment. Otherwise, the Term Loan may be paid without premium or penalty, other than customary breakage costs with respect to LIBOR Rate Term Loan.

The Credit Agreement contains customary affirmative and negative covenants, including, among other things: (i) to maintain certain total leverage ratios, liquidity levels and EBITDA levels (in each case, as discussed further in the Credit Agreement); (ii) to use the proceeds of borrowings only for certain specified purposes; (iii) to refrain from entering into certain agreements outside of the ordinary course of business, including with respect to consolidation or mergers; (iv) restricting further indebtedness or liens; (v) restricting certain transactions with our affiliates; (vi) restricting investments; (vii) restricting prepayments of subordinated indebtedness; (viii) restricting certain payments, including certain payments to our affiliates or equity holders and distributions to equity holders; and (ix) restricting the issuance of equity.

The Credit Agreement also contains customary events of default, which could result in acceleration of amounts due under the Credit Agreement. Such events of default include, subject to the grace periods specified therein, our failure to pay principal or interest when due, our failure to satisfy or comply with covenants, a change of control, the imposition of certain judgments and the invalidation of liens we have granted.

The proceeds of the Term Loan were used to repay principal, interest and fees outstanding under our prior financing agreement (including a prepayment penalty of approximately $1.9 million) and for working capital and other corporate purposes. Principal payments of the Term Loan of $0.53 million are due quarterly.

PPP Loan

In April 2020, we entered into a promissory note (the "PPP Loan") with Citizens Business Bank under the Paycheck Protection Program of the CARES Act pursuant to which Citizens Business Bank agreed to make a loan to us in the amount of approximately $3.7 million. The PPP Loan matures in April 2022, bears interest at a rate of 1.0% per annum and requires no payments during the first 16 months from the date of the loan. On June 10, 2021, we were notified that the SBA had forgiven the PPP loan in full.

Convertible Preferred

The Preferred Investors have entered into an agreement with us pursuant to which they have agreed to purchase $200 million of shares of our Convertible Preferred in a private placement. The Convertible Preferred will have a conversion price equal to and will be mandatorily convertible under certain circumstances and redeemable at the option of the holder beginning on the date that is eight years from the consummation of this offering or upon a change of control. Dividends will be payable in cash quarterly at a rate of 6.5% per annum or, at our option, in lieu of cash dividends, we can increase to the liquidation preference of the Convertible Preferred at a rate of 7.5% per annum.

Cash Flows

The following table presents summary audited cash flow information for the years ended December 31, 2018, 2019 and 2020 and unaudited cash flow information for the three months ended March 31, 2020 and 2021:

	Year Ended December 31,			Three Months Ended March 31,	
	2018	2019	2020	2020	2021
			(in thousands)		
Net cash provided by (used in) operating activities	$836	$1,548	$ (728)	$ 970	$ (200)
Net cash used in investing activities	(24,431)	(9,779)	(4,601)	(974)	(1,649)
Net cash provided by financing activities	31,488	6,361	7,289	(765)	(2,100)
Net increase (decrease) in cash	$ 7,893	$ (1,870)	$1,960	$ (769)	$ (3,949)

Cash Flows from Operating Activities

In the three months ended March 31, 2021, cash used in operating activities was $0.2 million, compared to cash provided of $1.0 million in the three months ended March 31, 2020, a decrease in cash provided of $1.2 million. Of the change, $4.0 million was due to a higher net loss adjusted for non-cash items. This amount was largely offset by the following changes in cash flows from operating assets and liabilities:

- accounts payable, accrued expenses and other liabilities increased $3.0 million due to timing of payments;
- deferred revenue decreased $1.2 million due to a decrease in sales of additional franchises;
- current assets, excluding deferred costs, decreased $0.2 million due primarily to a decrease in accounts receivable, partially offset by increases in inventories and prepaid expenses and other current assets; and
- deferred costs increased $1.3 million due to a decrease in sales of additional franchises.

In 2020, cash used in operating activities was $0.7 million, compared to cash provided of $1.5 million in 2019, a decrease in cash provided of $2.2 million. Of the change, $7.2 million was due to a lower net loss

adjusted for non-cash items. This amount was more than offset by the following changes in cash flows from operating assets and liabilities:

- accounts payable, accrued expenses and other liabilities decreased $6.5 million due to timing of payments;
- deferred revenue decreased $28.1 million due to a decrease in sales of additional franchises;
- current assets, excluding deferred costs, increased $8.0 million due primarily to an increase in accounts receivable; and
- deferred costs increased $17.3 million due to a decrease in sales of additional franchises.

In 2019, cash provided by operating activities was $1.5 million, compared to $0.8 million in 2018, an increase of $0.7 million. Of the increase, $5.5 million was due to a lower net loss adjusted for non-cash items. This amount was largely offset by the following changes in cash flows from operating assets and liabilities:

- accounts payable, accrued expenses and other liabilities decreased $3.8 million due to timing of payments;
- deferred revenue increased $8.1 million due to sales of additional franchises;
- current assets, excluding deferred costs, decreased $4.7 million due primarily to an increase in accounts receivable; and
- deferred costs decreased $4.3 million due to sales of additional franchises.

Cash Flows from Investing Activities

In the three months ended March 31, 2021, cash used in investing activities was $1.6 million, compared to $1.0 million in the three months ended March 31, 2020, an increase of $0.6 million. The increase was primarily attributable to an increase in cash used to purchase property and equipment, intangible assets and company-owned studios, partially offset by a decrease in cash used to fund notes receivable.

In 2020, cash used in investing activities was $4.6 million, compared to $9.8 million in 2019, a decrease of $5.2 million. The decrease was primarily attributable to a decrease in cash used to purchase property and equipment and to fund notes receivable.

In 2019, cash used in investing activities was $9.8 million, compared to $24.4 million in 2018, a decrease of $14.6 million. The decrease was primarily attributable to a $15.2 million decrease in cash used to acquire businesses.

Cash Flows from Financing Activities

In the three months ended March 31, 2021, cash used in financing activities was $2.1 million, compared to $0.8 million in the three months ended March 31, 2020, an increase in cash used of $1.3 million. The increase was primarily attributable to a decrease in net borrowings on our line of credit and long-term debt of $20.9 million, a decrease in member contributions of $17.3 million, a decrease in net receipts from member and affiliates of $30.3 million, partially offset by decreases in distributions to member of $62.6 million and in payment of debt issuance costs of $4.8 million.

In 2020, cash provided by financing activities was $7.3 million, compared to $6.4 million in 2019, an increase of $0.9 million. The increase was primarily attributable to an increase in net borrowings on our line of

credit and long-term debt of $21.0 million, member contributions in 2020 of $27.3 million, net receipts from member and affiliates of $31.0 million partially offset by distributions to member of $73.2 million in 2020 and an increase in payment of debt issuance costs of $5.0 million.

In 2019, cash provided by financing activities was $6.4 million, compared to $31.5 million in 2018, a decrease of $25.1 million. The decrease was primarily attributable to a decrease in net borrowings on our line of credit and long-term debt of $22.2 million, a decrease in net loans from a related party of $3.2 million and payment of contingent consideration in 2019 of $1.7 million, partially offset by a decrease in payment of debt issuance costs of $1.5 million and a decrease in net advances to member and affiliates of $0.5 million.

Receivables from H&W Intermediate

As described in Note 9 to our consolidated financial statements included elsewhere in this prospectus, as of December 31, 2018, we had a receivable from H&W Intermediate related to advances to H&W Intermediate, funds provided to STG for operating expenses and debt service aggregating $31.3 million. No interest income was received or accrued by us related to these receivables.

The amount due from H&W Intermediate also included the STG long-term debt balance of $13.2 million. As described in Note 8 to our consolidated financial statements included elsewhere in this prospectus, we and STG were jointly and severally liable for borrowings under the Prior Credit Agreement. During 2018, we began servicing the STG portion of the debt and determined STG did not have the ability to repay its portion of the loan. Therefore, the total outstanding debt was recognized in our consolidated financial statements at December 31, 2018. The aggregate receivable from H&W Intermediate at December 31, 2019 was $31.7 million, which was repaid in February 2020. During 2020, we provided additional net funds to STG of $1.5 million, which is recorded as a reduction to member's equity at December 31, 2020.

As of December 31, 2019, and 2020, these receivables from H&W Intermediate are reflected on our consolidated financial statements as a reduction to equity of $31.7 million and $1.5 million, respectively, as we determined that H&W Intermediate had no plan to repay these amounts in the foreseeable future. As described in Note 9 to our consolidated financial statements included elsewhere in this prospectus, in February 2020 H&W Intermediate contributed $49.4 million to us, of which $32.2 million was in satisfaction of the receivable outstanding at the date of the payment and the remainder was a contribution. Also, in February 2020, we returned $19.4 million of the contribution to H&W Intermediate, which was recorded as a distribution.

Post-Offering Taxation and Expenses

After the Reorganization Transactions, Xponential Holdings LLC will be taxed as a partnership for federal income tax purposes and, as a result, its members, including Xponential Fitness, Inc. will pay income taxes with respect to their allocable shares of its net taxable income. In addition to tax expenses, we also will incur expenses related to our operations, plus we will be required to make payments under the TRA which may be significant. We intend to cause Xponential Holdings LLC to make distributions in an amount sufficient to allow us to pay our tax obligations and operating expenses, including distributions to fund any ordinary course payments due under the TRA. See "Organizational Structure—Amended and Restated LLC Agreement" and "Organizational Structure—Tax Receivable Agreement."

Tax Receivable Agreement

Under the Amended LLC Agreement, holders of LLC Units (other than us) will have the right, from and after the completion of this offering (subject to the terms of the Amended LLC Agreement), to require Xponential Holdings LLC to redeem or exchange their LLC Units for shares of our Class A common stock on a one-for-one basis or, at our election, cash. We will succeed to the share of the existing tax basis that Xponential Holdings LLC has in its assets that is allocable to the redeemed or exchanged units, which may reduce the

amount of tax that we would otherwise be required to pay in the future. In addition, Xponential Holdings LLC intends to make an election under Section 754 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), effective for each taxable year in which a redemption or exchange of LLC Units for shares of Class A common stock or cash occurs, which is expected to result in increases to the tax basis of the assets of Xponential Holdings LLC at the time of a redemption or exchange of LLC Units. These increases in tax basis may also reduce the amount of tax that we would otherwise be required to pay in the future. We also expect that certain NOLs and other tax attributes will be available to us as a result of the Mergers.

Upon the completion of this offering, we will be a party to the TRA with the Continuing Pre-IPO LLC Members and the Rumble Shareholder. Under the TRA, we generally will be required to pay to the TRA parties in the aggregate 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that we actually realize as a result of (i) certain tax attributes that are created as a result of the redemptions or exchanges of LLC Units for shares of our Class A common stock or cash, including in connection with the acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering, (ii) any existing tax attributes associated with LLC Units we acquire, the benefit of which will be allocable to us as a result of the Merger and exchanges by Continuing Pre-IPO LLC Members of their LLC Units for shares of our Class A common stock or cash, including in connection with the acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering, (including the portion of Xponential Holdings LLC's existing tax basis in its assets that is allocable to the LLC Units that are acquired), (iii) tax benefits related to imputed interest, (iv) NOLs available to us as a result of the Merger and (v) tax attributes resulting from payments under the TRA. These payment obligations are obligations of Xponential Fitness, Inc. and not of Xponential Holdings LLC.

Assuming no material changes in relevant tax law and that we earn sufficient taxable income to realize all tax benefits that are subject to the TRA, we expect that the tax savings associated with (1) the Merger, (2) the acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering and (3) future exchanges of LLC Units as described above would aggregate to approximately $ over the 15-year period from the date of the completion of this offering, based on an assumed initial public offering price of $ per share of our Class A common stock (the midpoint of the estimated price range set forth on the cover page of this prospectus) and assuming all future exchanges would occur within one year of the completion of this offering. Under this scenario we would be required to pay the other parties to the TRA approximately 85% of such amount, or $, over the 15-year period from the date of the completion of this offering. The actual amounts we will be required to pay may materially differ from these hypothetical amounts, because potential future tax savings that we will be deemed to realize, and TRA payments by us, will be calculated based in part on the market value of our Class A common stock at the time of each exchange of an LLC Unit for a share of Class A common stock and the prevailing applicable federal tax rate (plus the assumed combined state and local tax rate) applicable to us over the life of the TRA and will depend on our generating sufficient future taxable income to realize the tax benefits that are subject to the TRA. See "Certain Relationships and Related Party Transactions—Tax Receivable Agreement." Payments under the TRA are not conditioned on our existing owners' continued ownership of us after this offering.

Contractual Obligations and Commitments

The following table summarizes our contractual obligations and commitments as of December 31, 2020:

	Contractual Obligations and Commitments (in thousands)				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Operating lease obligations(1)	$ 46,576	$ 6,319	$ 11,974	$ 11,418	$ 16,865
Debt, principal(2)	186,891	5,795	8,996	172,100	—
Debt, interest(3)	59,652	14,845	28,637	16,170	—
Contingent consideration payments(4)	11,413	3,313	8,100	—	—
Total	$ 304,532	$ 30,272	$ 57,707	$ 199,688	$ 16,865

(1) We lease our facilities under non-cancelable operating leases.

(2) Represents scheduled debt obligation payments on debt outstanding as of December 31, 2020. In April 2021, this debt was replaced with $212 million borrowed on the Credit Agreement described above. Does not reflect the repayment of approximately $ million of outstanding borrowings under our Term Loan we expect to repay with the proceeds of this offering.

(3) Represents scheduled interest payments. Does not reflect the payment of $ in interest on the Term Loan we expect to pay with a portion of the net proceeds of this offering. See "Use of Proceeds" for additional information.

(4) Includes current and noncurrent estimated contingent consideration liabilities at December 31, 2020, based on expected achievement dates forearn-out targets, which includes the following contingent consideration: (i) $2.1 million to be paid to Stretch Lab LLC in quarterly payments of $0.7 million; (ii) $1.0 million payable to Yoga 6 Company, LLC for achievement of certain performance milestones of Yoga Six, payable in 12 monthly installments beginning in January 2021; (iii) up to $0.2 million payable to Studio Tread, Inc. upon the achievement of certain performance milestones for Stride; and (iv) $7.5 million payable to MVI for the achievement of certain performance milestones for CycleBar, as amended in March 2020, including accrued interest of $0.6 million at December 31, 2020. Excludes change of control earn-out amounts for which payment date and amount of payment are not estimable, including the change of control payment we agreed to pay to the sellers of Row House in the event of a change control. The recorded liability for change of control earn-outs at December 31, 2020 is $0.3 million.

Off-Balance Sheet Arrangements

As of December 31, 2020 and March 31, 2021, we did not have anyoff-balance sheet arrangements as defined in the rules and regulations of the SEC.

Quantitative and Qualitative Disclosures about Market Risk

Interest Rate Risk

We are exposed to interest rate risk on our borrowing under our credit facility. We have a LIBOR-based floating rate borrowing under our credit facility, which exposes us to variability in interest payments due to changes in the reference interest rate.

As of December 31, 2020, we had $183.2 million of borrowings outstanding under our credit facility which bears interest on a floating basis tied to LIBOR and therefore subject to changes in the associated interest expense. The effect of an immediate hypothetical 10% change in interest rates would not have a material effect on our consolidated financial statements.

Foreign Currency Exchange Risk

As we expand internationally, our results of operations and cash flows may become increasingly subject to fluctuations due to changes in foreign currency exchange rates. Our revenue is denominated primarily in U.S. dollars. Our expenses are generally denominated in the currencies in which our operations are located, which are primarily in the United States. As of December 31, 2020, the effect of a 10% adverse change in exchange rates on foreign denominated cash and cash equivalents, receivables and payables would not have been material for the period presented. As our operations in countries outside of the United States grow, our results of operations and

cash flows may be subject to fluctuations due to changes in foreign currency exchange rates, which could harm our business in the future. To date, we have not entered into any material foreign currency hedging contracts, although we may do so in the future.

Critical Accounting Policies and Estimates

We prepare our consolidated financial statements in accordance with GAAP, which requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses and related disclosures of contingent assets and liabilities. We base our estimates on past experience and other assumptions that we believe are reasonable under the circumstances, and we evaluate these estimates on an ongoing basis. Actual results may differ from those estimates.

Our critical accounting policies are those that materially affect our consolidated financial statements including those that involve difficult, subjective or complex judgments by management. A thorough understanding of these critical accounting policies is essential when reviewing our consolidated financial statements. We believe that the critical accounting policies listed below are those that are most important to our results of operations or involve the most difficult management decisions related to the use of significant estimates and assumptions as described above. For a more detailed summary of our significant accounting policies, see the notes to our consolidated financial statements included elsewhere in this prospectus.

Revenue Recognition

Our contracts with customers consist of franchise agreements with franchisees. We also enter into agreements to sell merchandise and equipment, training, digital platform services and membership to company-owned studios. Our revenue consists of franchise revenue, merchandise revenue and franchise marketing fund revenue which we consider recurring revenue, as well as equipment revenue and other service revenue. In addition, we earn on-demand revenue, service revenue and other revenue.

Each of our primary sources of revenue and their respective revenue policies are discussed further below.

Franchise revenue: We enter into franchise agreements for each studio. Our performance obligation under the franchise license is granting certain rights to access our intellectual property; all other services we provide under the franchise agreement are highly interrelated, not distinct within the contract, and therefore accounted for as a single performance obligation, which is satisfied over the term of each franchise agreement. Those services include initial development, operational training, preopening support and access to our technology throughout the franchise term. Fees generated related to the franchise license include development fees, royalty fees, marketing fees, technology fees and transfer fees which are discussed further below. Variable fees are not estimated at contract inception, and are recognized as revenue when invoiced, which occurs monthly. We have concluded that our agreements do not contain any financing components.

Franchise development fee revenue: Our franchise agreements typically operate underten-year terms with the option to renew for up to two additional five-year successor terms. We determined the renewal options are neither qualitatively nor quantitatively material and do not represent a material right. Initial franchise fees are non-refundable and are typically collected upon signing of the franchise agreement. Initial franchise fees are recorded as deferred revenue when received and are recognized on a straight-line basis over the franchise life, which we have determined to be ten years (and five years for renewals) as we fulfill our promise to grant the franchisee the rights to access and benefit from our intellectual property and to support and maintain the intellectual property.

We may enter into an area development agreement with certain franchisees. Area development agreements are for a territory in which a developer has agreed to develop and operate a certain number of

franchise locations over a stipulated period of time. The related territory is unavailable to any other party and is no longer marketed to future franchisees by us. Depending on the number of studios purchased, under franchise agreements or area development agreements, the initial franchise fee ranges from $60,000 (single studio), to $350,000 (ten studios) and is paid to us when a franchisee signs the area development agreement. Area development fees are initially recorded as deferred revenue. The development fees are allocated to the number of studios purchased under the development agreement. The revenue is recognized on a straight-line basis over the franchise life for each studio under the development agreement. Development fees and franchise fees are generally recognized as revenue upon the termination of the development agreement with the franchisee.

We may enter into master franchise agreements with master franchisees, under which the master franchisee sells licenses to franchisees in one or more countries outside of North America. The master franchise agreements generally provide a ten-year period under which the master franchisee may sell licenses. The master franchise agreement term ends on the earlier of the expiration or termination of the last franchise agreement sold by the master franchisee. Initial master franchise fees are recorded as deferred revenue when received and are recognized on a straight-line basis over 20 years.

Franchise royalty fee revenue: Royalty revenue represents royalties earned from each of the franchised studios in accordance with the franchise disclosure document and the franchise agreement for use of the various brands' names, processes and procedures. The royalty rate in the franchise agreement is typically 7% of the gross sales of each location operated by each franchisee. Royalties are billed on a monthly basis. The royalties are entirely related to our performance obligation under the franchise agreement and are billed and recognized as franchisee sales occur.

Technology fees: We may provide access to third-party or other proprietary technology solutions to the franchisee for a fee. The technology solution may include various software licenses for statistical tracking, scheduling, allowing club members to record their personal workout statistics, music and technology support. We bill and recognize the technology fee as earned each month as the technology solution service is performed.

Transfer fees: Transfer fees are paid to us when one franchisee transfers a franchise agreement to a different franchisee. Transfer fees are recognized as revenue on a straight-line basis over the term of the new or assumed franchise agreement, unless the original franchise agreement for an existing studio is terminated, in which case the transfer fee is recognized immediately.

Training revenue: We provide coach training services either through direct training of the coaches who are hired by franchisees or by providing the materials and curriculum directly to the franchisees who utilize the materials to train their hired coaches. Direct training fees are recognized over time as training is provided. Training fees for materials and curriculum are recognized at the point in time of delivery of the materials.

We also offer coach training and final coach certification through online classes. Fees received by us for online class training are recognized as revenue over time for the twelve-month period that we are obligated to provide access to the online training content.

Franchise marketing fund revenue: Franchisees are required to pay marketing fees of 2% of their gross sales. The marketing fees are collected by us monthly and are to be used for the advertising, marketing, market research, product development, public relations programs and materials deemed appropriate to benefit brands. Our promise to provide the marketing services funded through the marketing fund is considered a component of our performance obligation to grant the franchise license. We bill and recognize marketing fund fees as revenue each month as gross sales occur. Marketing fund expenses are recognized as incurred, and any marketing fund expenditures in excess of marketing fund fees are reclassified as selling, general and administrative expenses in the consolidated statements of operations.

Equipment and Merchandise Revenue

The following revenues are generated as a result of transactions with or related to franchisees.

Equipment revenue: We also sell authorized equipment to franchisees to be used in the franchised studios. Certain franchisees may prepay for equipment, and in that circumstance, the revenue is deferred until delivery. Equipment revenue is recognized when control of the equipment is transferred to the franchisee, which is at the point in time when delivery and installation of the equipment at the studio is complete.

Merchandise revenue: We sell branded and non-branded merchandise to franchisees for retail sales to members at studios. For branded merchandise sales, the performance obligation is satisfied at the point in time of shipment of the ordered branded merchandise to the franchisee. For such branded merchandise sales, we are the principal in the transaction as we control the merchandise prior to it being delivered to the franchisee. We record branded merchandise revenue and related costs upon shipment on a gross basis. Franchisees have the right to return and/or receive credit for defective merchandise. Returns and credit for defective merchandise were not significant for the years ended December 31, 2019 and 2020 or the three months ended March 31, 2020 and 2021.

For certain non-branded merchandise sales, we earn a commission to facilitate the transaction between the franchisee and the supplier. For such non-branded merchandise sales, we are the agent in the transaction, facilitating the transaction between the franchisee and the supplier, as we do not obtain control of the non-branded merchandise during the order fulfillment process. We record non-branded merchandise commissions revenue at the time of shipment.

Other Service Revenue

Service revenue: For company-owned studios, our distinct performance obligation is to provide the fitness classes to the member. Revenue from company-owned studios has been very limited as we typically only own a limited number of studios and only for a short period of time pending the resale of the licenses to a franchisee. The company-owned studios sell memberships by individual class and by class packages. Revenue from the sale of classes and class packages for a specified number of classes are recognized over time as the member attends and utilizes the classes. Revenues from the sale of class packages for an unlimited number of classes are recognized over time on a straight-line basis over the duration of the contract period.

Digital platform revenue: We grant subscribers access to an online platform, which contains a library of virtual classes that is continually updated, through monthly or annual subscription packages. Revenue is recognized over time on a straight-line basis over the subscription period.

Other revenue: We sold vouchers through third parties allowing up to four trial classes at local studios operated by franchisees. We recognized revenue at the time the vouchers were redeemed, as third parties provided monthly reports detailing purchases and redemptions with submission of funds. We no longer sell vouchers and as of December 31, 2018, we had no vouchers outstanding for which we would continue to recognize revenue.

Additionally, we earn commission income from certain of our franchisees' use of certain preferred vendors other than from merchandise and equipment described above. In these arrangements, we are the agent as we are not primarily responsible for fulfilling the orders. Commissions are earned and recognized at the point in time the vendor ships the product to franchisees.

Sales taxes, value added taxes and other taxes that are collected in connection with revenue transactions are withheld and remitted to the respective taxing authorities. As such, these taxes are excluded from revenue. We account for shipping and handling as activities to fulfill the promise to transfer the good. Therefore, shipping and handling fees that are billed to customers, who are primarily franchisees, are recognized in revenue and the associated shipping and handling costs are recognized in cost of product sold as soon as control of the goods transfers to the customer.

Contract Costs

Contract costs consist of deferred commissions resulting from franchise and area development sales by third-party and affiliate brokers and sales personnel. The total commission charged by the broker is deferred at the point of a franchise sale. The commissions are evenly split among the number of studios purchased under the development agreement and begin to be amortized when a subsequent franchise agreement is executed. The commissions are recognized on a straight-line basis over the initial ten-year franchise agreement term to align with the recognition of the franchise agreement or area development fees.

Business Combinations

We account for business combinations using the acquisition method of accounting, which results in the assets acquired and liabilities assumed being recorded at fair value.

The valuation methodologies used are based upon the nature of the asset or liability. The significant assets and liabilities measured at fair value include intangible assets and deferred revenue. The fair value of trademarks is estimated by following the relief from royalty method. The fair value of franchise agreements and customer relationships is based upon following the excess earnings method. Inputs used in the methodologies primarily included sales forecasts, projected future cash flows, royalty rate and discount rate commensurate with the risk involved.

Amortization of definite-lived trademarks, franchise agreements and customer relationships is recorded over the estimated useful lives of the assets using the straight-line method, which we believe approximates the period during which we expect to receive the related benefits.

Consideration for certain business combinations during the year ended December 31, 2018 and the three months ended March 31, 2021 included the issuance of H&W Franchise Holdings' shares. The shares were valued using factors including recent equity recapitalizations of H&W Franchise Holdings, comparable industry transactions, adjusted EBITDA multiples ranging from 14.1x to 23.6x and the estimated fair value of our reporting units. Assuming there had been a 10% increase in the fair value of the H&W Franchise Holdings shares contributed goodwill would have increased by approximately $4.3 million in 2018 and $2.0 million in the three months ended March 31, 2021.

Acquisition-Related Contingent Consideration

Some of the business combinations that we have consummated include contingent consideration to be potentially paid based upon the occurrence of future events, such as the achievement of franchise studio openings and change of control earn-outs. Acquisition-related contingent consideration associated with a business combination is initially recognized at fair value and remeasured each reporting period, with changes in fair value recorded in the consolidated statement of operations. The estimates of fair value involve the use of acceptable valuation methods, such as probability-weighted discounted cash flow analysis, and contain uncertainties as they require assumptions about the likelihood of achieving specified milestone criteria, projections of future financial performance and assumed discount rates. Changes in the fair value of the acquisition-related contingent consideration result from several factors including changes in the timing and amount of revenue estimates, changes in probability assumptions with respect to the likelihood of achieving specified milestone criteria and changes in discount rates. A change in any of these assumptions could produce a different fair value, which could have a material impact on our results of operations. Assuming there had been a 10% increase in the fair value of operational or change of control distribution valuations, contingent consideration would have increased by $0.2 million, $0.8 million and $1.1 million for the years ended December 31, 2018, 2019 and 2020, respectively. Changes would have been less than $0.1 million in each of the three-month periods ended March 31, 2020 and 2021.

Impairment of Long-Lived Assets, Including Goodwill and Intangible Assets

Goodwill has been assigned to our reporting units for purposes of impairment testing. Our nine reporting units are each of the brand names under which we sell franchises. We test for impairment of goodwill annually or sooner whenever events or circumstances indicate that goodwill might be impaired. The annual impairment test is performed as of the first day of our fourth quarter. The annual goodwill test begins with a qualitative assessment, where qualitative factors and their impact on critical inputs are assessed to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If we determine that a reporting unit has an indication of impairment based on the qualitative assessment, we are required to perform a quantitative assessment. We generally determine the estimated fair value using a discounted cash flow approach, giving consideration to the market valuation approach. If the carrying value exceeds the estimate of fair value a write-down is recorded. We calculate impairment as the excess of the carrying value of goodwill over the estimated fair value.

We test for impairment of indefinite-lived trademarks annually or sooner whenever events or circumstances indicate that trademarks might be impaired. We first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of the trademarks is less than the carrying amount. In the absence of sufficient qualitative factors, trademark impairment is determined utilizing a two-step analysis. The two-step analysis involves comparing the fair value to the carrying value of the trademarks. We determine the estimated fair value using a relief from royalty approach. If the carrying amount exceeds the fair value, we impair the trademarks to their fair value.

We assess potential impairments to our long-lived assets, which include property and equipment and amortizable intangible assets, whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of an asset is measured by a comparison of the carrying amount of an asset group to the estimated undiscounted future cash flows expected to be generated by the asset group. If the carrying amount of the asset group exceeds its estimated undiscounted future cash flows, an impairment charge is recognized as the amount by which the carrying amount of the asset exceeds the fair value of the asset.

There were no impairment charges recorded during the years ended December 31, 2018, 2019 or 2020 or the three months ended March 31, 2020 or 2021. The estimated fair value of the respective reporting units substantially exceeds their carrying value.

Equity-Based Compensation

We have equity-based compensation plans under which we receive services from our employees as consideration for equity instruments, including phantom units and profit interest units on H&W Franchise Holdings. The compensation expense is determined based on the fair value of the award as of the grant date. To value the underlying H&W units, we utilized a discounted cash flow analysis, a market approach of comparable companies in our industry and a comparable acquisitions analysis. The market approach involves companies in our industry that we determine to be comparable. Comparable acquisitions analysis involves analyzing sales of controlling interests in companies that we determine are comparable. In conducting this valuation, we also took into consideration recent valuation reports of third-party valuation specialists prepared for us, as well as any significant internal and external events occurring subsequent to those reports that may have caused the value of the units to increase or decrease since the dates of those reports. Estimates used in our valuation of equity-based compensation are highly complex and subjective. Valuations and estimates of our common stock value will no longer be necessary once we are a publicly traded company, at which point we will rely on market price to determine the market value of our shares.

Compensation expense for time-based units is recognized over the vesting period, which is the period over which all of the specified vesting conditions are satisfied. Compensation expense for performance-based units will be recorded when the performance targets are met.

Emerging Growth Company

Pursuant to the JOBS Act, an emerging growth company is provided the option to adopt new or revised accounting standards that may be issued by the Financial Accounting Standards Board (the "FASB") or the SEC either (i) within the same periods as those otherwise applicable to non-emerging growth companies or (ii) within the same time periods as private companies. We intend to take advantage of the exemption for complying with new or revised accounting standards within the same time periods as private companies. Accordingly, the information contained herein may be different than the information you receive from other public companies.

We also intend to take advantage of some of the reduced regulatory and reporting requirements of emerging growth companies pursuant to the JOBS Act so long as we qualify as an emerging growth company, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation, and exemptions from the requirements of holding non-binding advisory votes on executive compensation and golden parachute payments.

Recently Issued Accounting Pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position and results of operations is disclosed in Note 2 to our consolidated financial statements included elsewhere in this prospectus.

Internal Control over Financial Reporting

In the course of preparing the financial statements that are included in this prospectus, our independent registered public accountants identified certain material weaknesses in our internal control over financial reporting. A "material weakness" is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. The material weaknesses identified related to lack of adequate anti-fraud programs or formalized controls, and the lack of design and implementation of general information technology controls or other controls over information provided by third-party service providers. For more information, see "Risk Factors—Risks Related to Our Class A Common Stock and this Offering—We have identified material weaknesses in our internal control over financial reporting for the year ended December 31, 2020. If we are unable to remediate these material weaknesses, or if we identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our Class A common stock."

We are implementing measures designed to improve our internal control over financial reporting to remediate these material weaknesses, including implementing anti-fraud programs and formalized policies and processes. These additional procedures are designed to enable us to broaden the scope and quality of our internal review of underlying information related to financial reporting and to enhance our internal control. With the oversight of senior management, we have begun taking steps to remediate the underlying causes of the material weaknesses, though there can be no assurance that we will be successful in doing so.

In accordance with the provisions of the JOBS Act, we and our independent registered public accounting firm were not required to, and did not, perform an evaluation of our internal control over financial reporting as of December 31, 2020, nor any period subsequent in accordance with the provisions of the Sarbanes-Oxley Act. Accordingly, we cannot assure you that we have identified all, or that we will not in the future have additional, material weaknesses. Material weaknesses may still exist when we report on the effectiveness of our internal control over financial reporting as required under Section 404 of the Sarbanes-Oxley Act after the completion of this offering.

BUSINESS

Overview

Xponential Fitness is a curator of leading boutique fitness brands across multiple verticals. Our mission is to make highly specialized workouts in motivating, community-based environments accessible to everyone. We are the largest boutique fitness franchisor in the United States with over 1,750 studios operating across nine distinct brands. Our diversified portfolio of brands spans a variety of fitness and wellness verticals, including Pilates, barre, cycling, stretch, rowing, yoga, boxing, dance and running. By leveraging our network of over 1,400 franchisees, we are able to capitalize on popular and proven fitness modalities to rapidly and efficiently expand boutique fitness experiences globally. Collectively, our brands offer consumers engaging experiences that appeal to a broad range of ages, fitness levels and demographics. Across our system, over 850,000 unique consumers completed nearly 20 million in-studio, live stream and virtual workouts in 2020.

The foundation of our business is built on strong partnerships with franchisees. We provide franchisees with extensive support to help maximize the performance of their studios and enhance their return on investment. In turn, this partnership accelerates our growth and increases our profitability. We believe our unique combination of a scaled multi-brand offering, resilient franchise model with strong unit economics and integrated platform has enabled us to build our leading market position in the large and growing U.S. boutique fitness industry.

Our Market Leading Brand Portfolio

CLUB PILATES

- Largest Pilates brand, created with the vision to make Pilates more accessible, approachable and welcoming to everyone
- 633 studios

pure barre

- Largest barre brand; offers an effective, low-impact workout for all ages and fitness levels
- 589 studios

CYCLEBAR

- Largest indoor cycling brand, offering an inclusive low-impact/high intensity indoor cycling experience for all ages and experience levels
- 226 studios

STRETCHLAB

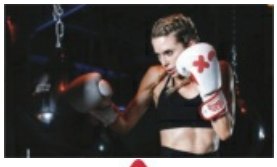
- First to offer 1x1 assisted stretching classes
- Highly complementary with our other brands
- 109 studios

ROW HOUSE

- Largest rowing brand, offering full body/low impact workout which has revolutionized the way people view indoor rowing
- 87 studios

YOGASIX

- Largest franchised yoga brand, dedicated to the evolution and modernization of yoga
- 93 studios



- Boxing-based concept offering a 10-round, high energy cardio workout split between boxing drills and resistance training
- 13 studios

- Dance-based cardio concept founded by celebrity trainer Anna Kaiser combining dance, intervals and strength training
- 20 studios

STRIDE

- Treadmill-based cardio and strength workout, offering coached interval running classes for all fitness levels
- 5 open studios

Note: Studio counts as of March 31, 2021.

We carefully built the Xponential Fitness brand portfolio through a series of acquisitions, targeting select health and wellness verticals. In curating our portfolio, we identified brands with exceptional programming and a loyal consumer base which we believed would benefit from our operational expertise, franchising experience and scaled platform. With over 245 years of collective industry experience, our management team and brand presidents are the driving force behind our operational excellence. We have established a proven operational model (the "Xponential Playbook") that helps franchisees generate compelling studio economics. This model has allowed us to provide extensive support to franchisees during the COVID-19 pandemic. The key pillars of our Xponential Playbook include:

- *optimizing the studio prototype and investment cost;*

- *thoroughly vetting franchisee candidates;*
- *real estate identification, site selection, studio build-out and design assistance;*
- *comprehensive pre-opening support, including membership sales, marketing support, employee training and programming development;*
- *detailed studio-level operational framework and best practices;*
- *intensive instructor and studio-level management training;*
- *our robust digital platform offerings that allow franchisees to generate incremental revenue;*
- *data-driven analytical tools to support marketing strategies, member acquisition and retention;*
- *sophisticated technology systems, including uniform point-of-sale and reporting systems, to drive studio-level performance;*
- *centralized model capable of providing resources to franchisees in the event of exceptional crises, such as the COVID-19 pandemic; and*
- *ongoing monitoring and support to promote success.*

The Xponential Playbook is designed to help franchisees achieve compelling AUVs, strong operating margins and an attractive return on their invested capital. Studios are generally designed to be between 1,000 and 2,500 square feet in size, depending on the brand. The smaller box format contributed to a relatively low average initial franchisee investment of approximately $350,000 in 2019 and 2020. By utilizing the Xponential Playbook, our model is generally designed to generate, on average, an AUV of $500,000 in year two of operations and studio-level operating margins ranging between 25% and 30%, resulting in an unlevered cash-on-cash return of approximately 40%.

We believe our integrated platform, which supports our nine brands, is a unique competitive advantage in the boutique fitness industry and enables us to accelerate growth and enhance operating margins. Our multi-brand offering results in higher franchisee lead flow and conversion, which lowers franchisee acquisition costs. Existing franchisees also serve as an embedded pipeline for continued expansion across our brands. As a result of our scale, we benefit from greater access to real estate and favorable vendor relationships. Additionally, we leverage shared corporate services across franchise sales, real estate, supply chain, merchandising, information technology, finance, accounting and legal. As an integrated platform, we utilize technology to provide improved functionality, drive efficiency and access compelling data across our brands. Our robust digital platform, with content spanning all of our brands, is an important example of our ability to utilize our integrated platform to enhance our individual brand offerings and member retention. We also benefit from knowledge sharing and best practices across the portfolio. We believe that we are in the early stages of unlocking the power of our platform and driving long-term growth.

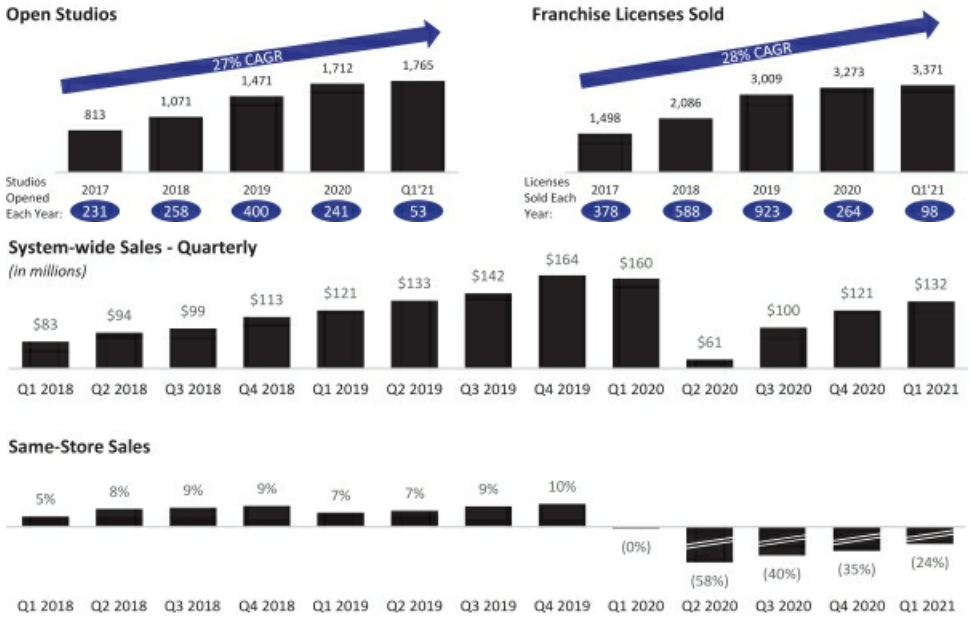
As a franchisor, we benefit from multiple highly predictable and recurring revenue streams that enable us to scale our franchised studio base in a capital efficient manner. As of March 31, 2021, franchisees were contractually committed to open an additional 1,391 studios in North America. Converting our current pipeline of licenses sold to open studios in North America would nearly double our existing franchised studio base. Based on our internal and third-party analyses by Buxton Company, we estimate that franchisees could have a total of approximately 6,900 studios in the United States alone. In addition, we had ten studios operating in four countries internationally and master franchisees were contractually obligated to sell licenses to franchisees to open an additional 693 studios in nine countries as of March 31, 2021.

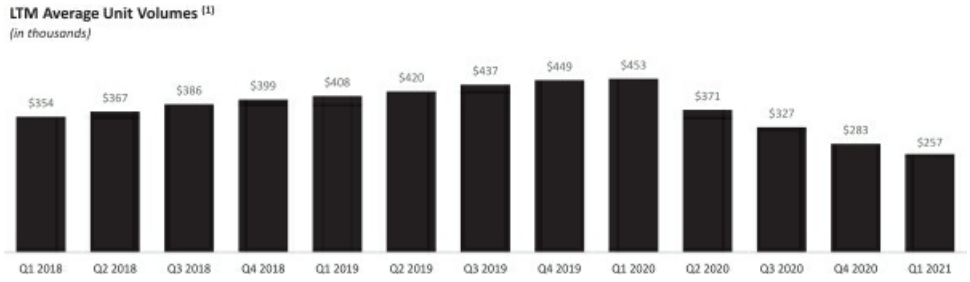
Highlights of our platform's recent financial results and growth include:

- increased the number of open studios in North America from 813 as of December 31, 2017 to 1,712 as of December 31, 2020, representing a compound annual growth rate ("CAGR") of 28% and increased the number of open studios in North America from 1,527 as of March 31, 2020 to 1,765 as of March 31, 2021;
- increased cumulative North American franchise licenses sold from 1,498 as of December 31, 2017 to 3,273 as of December 31, 2020, representing a CAGR of 30%, and increased North American franchise licenses sold to 3,371 as of March 31, 2021. As of March 31, 2021, franchisees were contractually obligated to open a further 1,391 studios in North America. In addition, as of March 31, 2021, we had ten studios open internationally and master franchisees were contractually obligated to sell licenses to franchisees to open an additional 693 studios in nine countries;
- generated system-wide sales of $560 million and $442 million in 2019 and 2020, respectively, and $160 million and $132 million for the three months ended March 31, 2020 and 2021, respectively;
- generated average quarterly same store sales growth of 7% over the nine quarters ended March 31, 2020 and experienced a decline of 14% over the nine quarters ended March 31, 2021;
- experienced a decline in same store sales of 34% for the year ended December 31, 2020, and 0% and 24% for the three months ended March 31, 2020 and 2021, respectively, which reflects the impacts of the COVID-19 pandemic on studios;
- generated LTM AUV of $449 thousand and $283 thousand in 2019 and 2020, respectively, and $453 thousand and $257 thousand for the three months ended March 31, 2020 and 2021, respectively; and
- generated a net loss of $37 million and $14 million in 2019 and 2020, respectively, and $2 million and $5 million for the three months ended March 31, 2020 and 2021, respectively.

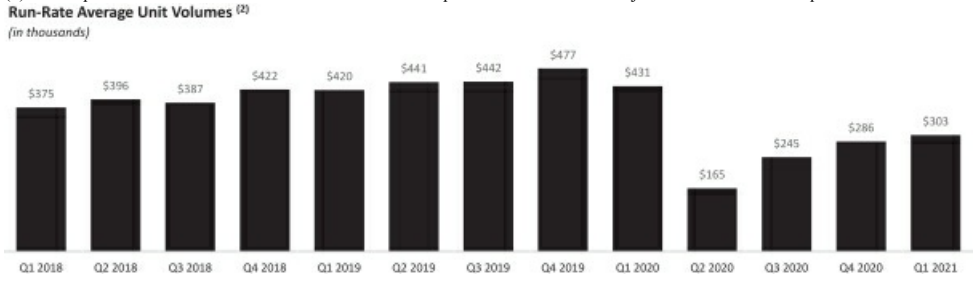
All metrics above are presented on an adjusted basis to reflect historical information of the brands we acquired and therefore includes time periods during which certain of the brands were operated by our predecessors. We acquired Club Pilates and CycleBar in September 2017, Stretch Lab in November 2017, Row House in December 2017, AKT in March 2018, Yoga Six in July 2018, Pure Barre in October 2018, Stride in December 2018 and Rumble in March 2021.

As a result of the COVID-19 pandemic, our results of operations and the businesses of our franchisees were adversely affected beginning in March 2020 continuing through the remainder of 2020. The adverse effects of the COVID-19 pandemic have gradually begun to decrease in 2021 and have materially decreased in the second quarter of 2021 as vaccination rates in the United States have increased substantially and restrictions on indoor fitness classes have greatly decreased or been eliminated in most states. We believe that consumers will return to boutique fitness at increasing levels in the second half of 2021 as recreational activity begins to return to more customary levels, and fitness activities begin to break from the solitary home fitness solutions that many consumers adopted during the COVID-19 pandemic.





(1) Represents LTM AUVs for North American studios open for 13+ months and adjusted for the Rumble acquisition.



(2) Represents run-rate AUVs for North American studios open for at least six months and adjusted for the Rumble acquisition. We calculate run-rate AUV as quarterly AUV multiplied by four, for studios that are at least six months old at the beginning of the respective quarter.

Note: The above data is presented for North America on an adjusted basis to reflect historical information of the brands we acquired and therefore includes time periods during which certain of the brands were operated by our predecessors. The franchise licenses sold chart reflects the cumulative number of licenses sold as of the period end. We acquired Club Pilates and CycleBar in September 2017, Stretch Lab in November 2017, Row House in December 2017, AKT in March 2018, Yoga Six in July 2018, Pure Barre in October 2018, and Stride in December 2018, and Rumble in March 2021.

Our Industry

We operate in the large and growing boutique fitness segment of the broader health and fitness club industry. According to the International Health, Racquet & Sportsclub Association ("IHRSA"), the estimated size of the global health and fitness club industry was $96.7 billion in 2019, with more than 205,000 clubs serving over 184 million members. Prior to the COVID-19 pandemic, the U.S. health and fitness club industry experienced annual growth for more than 21 consecutive years. Since 2004, the industry had grown at a 6% CAGR, from approximately $14.8 billion in 2004 to approximately $35.0 billion in 2019.

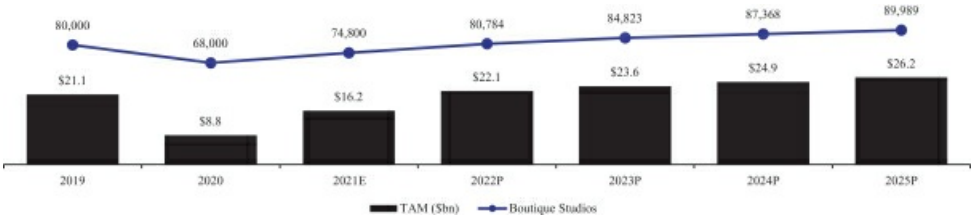
Impact of the COVID-19 pandemic and expected recovery.

The health and fitness industry contracted in 2020 as a result of state and local government mandated club and studio closures, as well as occupancy restrictions related to the COVID-19 pandemic. While these restrictions had an adverse effect on the industry in 2020, we expect that the industry will recover quickly as a result of growing consumer interest in health and wellness postpandemic. According to IHRSA, as of the end of October 2020, more than 85% of fitness club users admitted their exercise regimen has changed over the past several months, with 50% reporting dissatisfaction with the new routines, stating that it is "less consistent", "less challenging" and/or "simply worse." Ninety-four percent of consumers say they will return to the gym in some capacity, 95% of consumers reported they miss at least one aspect of physically being at their gym and 68% of consumers are prioritizing their health more now than prior to the COVID-19 pandemic. According to Kentley Insights projections published in January 2021, the U.S. health and fitness club industry revenue will recover to $34.1 billion in revenue in 2021, and grow at a 5% CAGR thereafter to $41.3 billion in revenue by 2025. We believe that we are well-positioned to address these shifts in consumer behavior due to our hybrid in-studio and digital platform strategy and that industry growth will be driven by the following tailwinds:

- *increased awareness of active lifestyles and the health benefits of exercise;*
- *increased fitness participation, particularly amongst Millennials and Generation Z (who accounted for approximately 50% of all health and fitness club membership in 2019); and*
- *increased levels of stress stemming from the COVID-19 pandemic and a desire to elevate mood through exercise and participation in a fitness community*

Boutique fitness expected to recover by 2022 and grow faster than the broader fitness club industry.

Boutique fitness is built around a social, supportive community of coaches, trainers and consumers helping each other achieve their fitness goals. A boutique fitness workout typically offers more customized programming and a more intensive experience complemented by increased levels of personal attention and guidance relative to a traditional health and fitness club. IHRSA estimates that between 2015 and 2019, boutique studio memberships increased 29%, outpacing memberships in the overall health and fitness club industry, which increased by 15%, according to IHRSA. An estimated 42% of health and fitness club consumers in the U.S. reported having a boutique fitness membership in 2018, up from 21% in 2013, according to IHRSA. We commissioned Frost & Sullivan to conduct an independent analysis to assess the total addressable market on the U.S. boutique fitness market. According to this analysis, the total market opportunity was $21.1 billion in 2019 and is expected to recover to $22.1 billion by 2022. The industry is expected to grow at a 24.5% CAGR, from $8.8 billion in 2020 to $26.2 billion by 2025.



Highly attractive boutique fitness consumer.

We believe boutique fitness consumers represent a highly attractive and loyal consumer group. While the industry appeals to a broad demographic, the Millennial consumer over-indexes to boutique fitness, and approximately 60% of boutique fitness consumers are between the ages of 25 and 44, according to IHRSA. On average, a boutique fitness studio member spent $90 per month, compared to $51 per month for the average health and fitness club consumer, in 2019, according to IHRSA. Not only do boutique fitness studio consumers spend more per month than any other category of fitness, they are also some of the most engaged consumers. 65% of boutique fitness consumers reported engagement with multiple boutique fitness facilities and 22% reported engagement with at least three boutique fitness facilities in 2018, according to IHRSA. On average, boutique fitness consumers used their facility 107 times in 2018, with 34% of consumers reporting usages of 150 times or more, which represented the highest percentage of any fitness industry segment, according to IHRSA.

Resiliency of the Xponential franchise system and opportunity to increase market share.

We believe the combination of our scaled multi-brand offering, loyal and engaged consumer base and strong franchisee relationships has enabled Xponential Fitness to successfully navigate the COVID-19 pandemic and will allow us to continue to take market share from our competitors. During 2020, we continued to sell licenses and open new studios. As of May 31, 2021, the membership levels of our franchisees recovered to approximately 97% of actively paying members relative to January 31, 2020 membership levels and membership visits were at 93% relative to January 31, 2020 (excludes Rumble). As of May 31, 2021, run-rate AUVs recovered to approximately 84% of January 31, 2020 levels (excludes Rumble). Although the headwinds generated by the COVID-19 pandemic impacted the broader health and fitness club industry, some of our competitors were impacted to a greater degree, resulting in permanent studio closures and bankruptcies. IHRSA estimates that 19% of boutique fitness studios that shut down during the COVID-19 pandemic will remain permanently closed. As the largest franchisor in the boutique fitness industry with a demonstrated track record of resiliency, we believe that we are well-positioned to increase our market share as we move into the post-pandemic period.

Our Competitive Strengths

Diversified portfolio of leading boutique fitness brands.

Our portfolio of nine diversified brands spans a variety of popular fitness and wellness verticals including Pilates, barre, cycling, stretch, rowing, yoga, boxing, dance and running. We believe that our diversification represents a significant competitive advantage in a fragmented market comprised primarily of single-brand companies focused on an individual fitness or wellness vertical. The complementary nature of our brands allows our franchised studios to be located in close proximity to one another, providing variety and convenience to both consumers and franchisees. Our brands appeal to a broad range of consumers across ages, fitness levels and demographics and are positioned at an accessible price point. The strength of our brands is highlighted by the numerous accolades they have received, with three brands (Club Pilates, Pure Barre and CycleBar) each being listed among Entrepreneur's 2021 Franchise 500 rankings. We believe that our diversified brand offering expands our total addressable market and translates into increased use occasions for consumers, driving increased share of wallet and enhancing consumer lifetime value across our portfolio.

Market leading position with significant nationwide scale.

We are the largest boutique fitness franchisor in the United States with over 1,750 studios operating across nine brands. Our three largest brands have leading market share positions within their respective verticals. These brands, Club Pilates, Pure Barre and CycleBar, were approximately nine, four and two times larger than their next largest competitors, respectively, as of March 31, 2021. As the leaders in these verticals, and as one of few players of scale, we believe that we occupy an advantageous position in an otherwise highly fragmented boutique fitness market.

We are able to leverage the popularity and reputation of existing Xponential studios to support both new studio sales to franchisees and to support franchisees' ability to attract new customers to their studios. We believe that the continued expansion of the Xponential platform creates a network effect that reinforces our competitive position, making us increasingly attractive to potential franchisees and making studios increasingly popular with boutique fitness consumers. In conjunction with our scale, we have been able to achieve broad geographic diversification across the United States with studios in 48 states and the District of Columbia as of March 31, 2021. Our geographic reach represents a material competitive advantage, as we have demonstrated success across various markets and we are able to remain competitive nationally when extraordinary events heavily impact specific markets. According to Buxton Company, over 60% of the U.S. population (excluding Alaska and Hawaii) lives within 10 miles of an Xponential studio location. With 2020 system-wide sales of $442 million, we have penetrated only 5% of the U.S. boutique fitness industry, and we believe that we are well-positioned to continue our growth.

Passionate, growing and loyal consumer base.

Our franchised studios provide differentiated and accessible boutique fitness experiences that are fun, energetic and deliver a strong sense of community, engendering loyalty and engagement with consumers. Across our system, over 850,000 unique consumers completed nearly 20 million in-studio, live stream and virtual workouts in 2020. The loyalty of our consumer base is evidenced by our franchisees' ability to recover to 97% of actively paying members as of May 31, 2021 compared to January 31, 2020 levels and membership visits were at 93% relative to January 31, 2020 levels (excludes Rumble). As of May 31, 2021, run-rate AUVs recovered to approximately 84% of January 31, 2020 levels (excludes Rumble). We believe that we were able to deepen our consumer loyalty during the COVID-19 pandemic through our robust digital platform offering, as well as the personal efforts of exceptional franchisees to strengthen their studio communities. Our digital platform had over 16,000 subscribers and offered over 2,400 digital workouts in our library with multiple class formats within each brand as of May 31, 2021. Over 90% of class bookings were done through the XPO app in the 90 days ending May 31, 2021. Our brands serve a broad demographic; our consumer skews female and is typically between the ages of 20 and 60 years old, holds at least a bachelor's degree and reports household income greater than $75,000 per year. In addition, we continually seek ways to further heighten the Xponential consumer experience. As of May 31, 2021, studios had over 385,000 members, of which over 335,000 were actively paying members on recurring membership packages. For example, we launched a partnership with Apple in March 2021 that features Apple Watch integration across all of our popular fitness and wellness verticals and is designed to increase consumer engagement and retention across our franchised studios. Our franchised studios foster consumer engagement, personal accountability to achieve fitness goals and a strong sense of community, which drive repeat visits and maximize consumer lifetime value.

Xponential Playbook supports system-wide operational excellence.

We strategically partner with franchisees who have been vetted by a thorough selection process. Through the Xponential Playbook, we provide franchisees with significant support from the outset, focused on delivering a superior experience and maximizing studio-level productivity and profitability. Franchisees also benefit from the significant investments we have made in our corporate platform, through which we leverage integrated systems and shared services. While marketing and fitness programming are specific to each brand, nearly all other franchisee support functions are integrated across brands at the corporate level, and franchisees are guided through the key pillars of successful studio operations

We believe the relationships we maintain with franchisees drive tangible results for consumers: well-managed boutique fitness studios; access to technology capabilities; retention of highly qualified instructors; and a consistent, community-based experience across brands and geographies. We believe the extensive level of support we provide to franchisees is a key driver of system-wide operational excellence.

Asset-light franchise model and predictable revenue streams.

We believe our asset-light franchise model drives faster system-wide unit growth, compared to a similarly capitalized corporate-owned model. As a franchisor, we have multiple highly predictable revenue streams and low ongoing capital requirements. Upon the granting of access to a license, we receive a one-time, non-refundable upfront payment from franchisees for the right to open a studio in a specific territory. This is followed by a series of contractual payments once a studio is open, many of which are recurring, including royalty fees, technology fees, merchandise sales, marketing fees and instructor and management training revenues. Approximately 67% of our revenue in 2019 and 73% of our revenue in 2020 was considered recurring, and we believe this percentage will increase as franchise royalty fees are expected to account for a greater percentage of our revenue over time.

Highly attractive and predictable studio-level economics.

The Xponential Playbook is designed to help franchisees achieve compelling AUVs, strong operating margins and an attractive return on their invested capital. Studios are generally designed to be between 1,000 and 2,500 square feet in size, depending on the brand, which contributed to a relatively low average initial franchisee investment of approximately $350,000 in 2019 and 2020. Our model is generally designed to generate, on average under normal conditions, an AUV of $500,000 in year two of operations and studio-level operating margins ranging between 25% and 30%, resulting in an unlevered cash-on-cash return of approximately 40%. A studio reaches “base maturity” when it has annualized monthly revenues in the $400,000 to $600,000 AUV range. Using our model, we expect this to typically occur 6-12 months after studio opening. We believe that studios typically have opportunity to continue growing and maturing beyond that point, however.

We believe the continued growth of the franchisee system reflects the attractiveness of our unit economic model. In 2019, 375 new franchisees joined our system, representing a 76% increase year-over-year. In 2020, we were able to attract 131 new franchisees in North America despite the material challenges faced by the overall fitness industry. Additionally, franchisees frequently re-invest into our system, as 39% of new studios in 2019 and 36% of new studios in 2020 were opened by existing franchisees. We believe our strong studio-level economics have contributed to our growth.

Large and expanding franchisee base with visible organic growth.

Our large number of existing licenses sold represents an embedded pipeline to support the continued growth of our business. As of December 31, 2020, on a cumulative basis since inception, we had 3,273 franchise licenses sold in North America, compared to 2,086 franchise licenses sold as of December 31, 2018 on an adjusted basis to reflect historical information of the brands we have acquired. As of March 31, 2021, we had licenses for 1,391 studios in North America contractually obligated to be opened under existing franchise agreements. The franchisee network in North America has grown rapidly from 984 franchisees as of December 31, 2018 to 1,420 franchisees as of December 31, 2020, representing a CAGR of 20%. As of March 31, 2021, we had 1,442 franchisees in North America. Franchisees in North America are contractually obligated to open studios in their territories after purchasing a franchise license. In the event that franchisees are unable to meet their contractual obligations, we have the ability to resell or reassign their territory license(s) to another franchisee in the system or our franchisee pipeline. Based on our experience as a franchisor, we believe that a significant majority of our licenses sold will convert into operating studios. Accordingly, we have the potential to substantially increase our North American studio base through our existing licenses sold, providing us with highly visible unit growth and further increasing our already significant scale within the boutique fitness industry.

Proven and experienced management team with an entrepreneurial culture.

Our strategic vision and entrepreneurial culture are driven by our highly experienced management team, led by our Chief Executive Officer and founder, Anthony Geisler. Mr. Geisler has direct experience scaling franchised fitness brands, having previously served as the Chief Executive Officer of LA Boxing, and has worked with many members of our leadership team for several years. Our Brand Presidents are key members of our leadership team and act as the driving force behind their respective brands. Collectively, our management team fosters an entrepreneurial culture and mentality that resonate with franchisees. The strength of our management team is illustrated by the growth of the business and the recent honors that we and our brands have received, three brands (Club Pilates, Pure Barre and CycleBar) each being listed among Entrepreneur's 2021 Franchise 500 rankings. Our leadership team has significant experience scaling franchised fitness brands and has created a culture designed to enable our future success.

Our Growth Strategies

We believe we are well-positioned to capitalize on multiple opportunities to drive the long-term growth of our business:

Grow our franchised studio base across all brands in North America.

We have the opportunity to meaningfully expand our franchised studio footprint in North America by leveraging our multiple brands and verticals, as well as our proven portability across regions and demographics.

We have grown our franchised studio footprint in North America from 813 open studios across 47 U.S. states, the District of Columbia and Canada as of December 31, 2017 to 1,712 open studios across 48 U.S. states, the District of Columbia and Canada as of December 31, 2020, on an adjusted basis to reflect historical information of the brands we have acquired, representing a CAGR of 28%. As of March 31, 2021, franchisees had 1,765 open studios in North America on an adjusted basis to reflect historical information of the brands we have acquired. We experienced lower license sales in 2020 than in 2019. We sold 923 licenses in 2019 and 264 licenses in 2020, and experienced delays in new studios openings in 2020 due to the COVID-19 pandemic. However, we have continued opening studios throughout the COVID-19 pandemic and franchisees have opened 238 studios from March 31, 2020 through March 31, 2021. Our track-record of successful expansion demonstrates that the experience and value offered by our brands resonate with consumers across geographies, including urban and suburban markets, ages and income levels. Our small box format and multi-brand model have enabled us to scale rapidly, as franchisees have the ability to open studios from multiple brands adjacent or in close proximity to each other, creating cross-selling opportunities and providing consumers with greater optionality. As we scale, we expect to attract multi-studio franchisees to help us accelerate our pace of growth. Based on our internal and third-party analyses by Buxton Company, franchisees could have a total of approximately 6,900 studios in the United States alone. This estimate represents the number of potential studio locations in the United States that exists in 2021 based on the criteria we consider for franchise license locations, such as customer profiles, trade area analyses and brand performance. Franchisees provide the capital to open each studio location and we provide ongoing support.

Drive system-wide same store sales and grow AUV.

We believe we can help franchisees grow same store sales and AUVs by acquiring new consumers, increasing membership penetration, driving increased spend from consumers and expanding ancillary revenue streams through our franchised studios.

- *Acquiring new consumers:* We expect to grow our consumer reach through a variety of targeted marketing campaigns at both the brand and franchisee levels in order to increase brand awareness and drive studio traffic.

- *Increasing membership penetration:* We expect franchisees to convert new and occasional consumers into committed, long-term members by delivering consistent, effective workout

experiences across our franchised studios. We intend to continue to utilize insights from our consumer management dashboard to refine our sales strategy and offer a variety of flexible membership options to attract consumers at different engagement levels and price points, including our existing four, eight and unlimited classes per month recurring membership options.

- *Driving increased spend from consumers:* We expect to increase spend from consumers by utilizing dynamic pricing tiers across markets and brands, up-tiering memberships, cross-selling memberships across our brands, driving further digital penetration and enhancing our membership engagement. We work closely with franchisees to optimize membership offerings based on local consumer demand, demographics and other market factors in order to maximize our share of wallet.

- *Utilize XPASS to enhance consumer experience and engagement while more effectively cross-selling across our brands:* We are in the process of implementing XPASS, a membership option that will offer our consumers access to all brands across the Xponential portfolio under a single monthly membership. XPASS is currently undergoing a trial period in three markets, allowing us to receive real-time feedback from consumers about their experience with the digital application. We believe that XPASS will enable us to attract and retain consumers that are seeking greater variety in their boutique workouts and that we will be able to leverage XPASS to introduce consumers to new brands and verticals within our platform.

- *Attract and retain consumers through our digital platform:* We believe there is an opportunity to further capitalize on growing consumer demand for digital and at-home fitness solutions by enhancing system-wide capabilities that complement our in-studio offerings. Our digital platform consists of a library of branded content that we make available to our consumers across our online and mobile platforms for a monthly fee. In addition to increasing engagement and retention with our existing in-studio members, our digital platform programs enable us and franchisees to reach new consumers and generate incremental revenues without increasing overhead costs. This enables our brands to deliver high-quality fitness content and maintain strong levels of member engagement, even when studios are closed. Using the experience, knowledge and data we gathered in 2020, we are planning to further enhance our production studio, increase production talent and upgrade our content to more closely resemble the in-studio experience at home, so members can experience all nine of our brands at any time. Our new All Access-GO digital platform is expected to significantly enhance our member experience and further increase our brands' reach, accessibility and subscriber engagement.

- *Expanding additional revenue streams within our franchised studios:*We believe we have the opportunity to increase consumer spending at our franchised studios by expanding our offering of branded and third-party retail products across apparel and other health and wellness categories. During government-mandated studio closures due to the COVID-19 pandemic, franchisees were able to generate revenue in part through retail sales, including the sale of at-home fitness equipment such as exercise balls and weights. We expect that franchisees will be able to continue to leverage this revenue stream in the future as some consumers may continue to make at-home fitness a complementary component of their health and wellness regimens.

Expand operating margins.

We have built our franchised boutique fitness platform across verticals through a series of acquisitions, investments in our brands, corporate infrastructure and leadership team. We expect to realize improved operating leverage and increase operating margins over time as we continue to expand our franchised studio base and leverage our shared services and platform. Our business model provides us with highly predictable and recurring revenue streams, attractive margins and minimal capital requirements, resulting in the ability to invest in future growth initiatives.

Grow our brands and studio footprint internationally.

We believe there is significant opportunity for further international growth in the $97 billion global health and fitness club industry, underscored by our track-record of successful expansion across a diverse array of North American markets and our recent expansion into multiple international markets.

We are focused on expanding into territories with attractive demographics, including household income, level of education and fitness participation. We have developed strong relationships and executed master franchise agreements with master franchisees to propel our international growth. These master franchise agreements obligate master franchisees to arrange the sale of licenses to franchisees in one or more countries outside North America. As of March 31, 2021, we had ten studios open internationally across Saudi Arabia, Japan, Australia and South Korea, and master franchisees were contractually obligated to sell licenses to franchisees to open an additional 693 studios in nine countries, of which 60 must be sold by the end of 2021.

Our Brands

We have curated a portfolio of nine brands that span a variety of popular fitness and wellness verticals, including Pilates, barre, cycling, stretch, rowing, yoga, boxing, dance and running. Collectively, our brands offer consumers specialized and personalized workout experiences that appeal to a broad range of ages, fitness levels and demographics. Under our suggested operating model, consumers may purchase recurring monthly memberships, single classes or private one-on-one training services for each brand. We have created a robust digital platform containing over 2,400 recorded workouts that can be easily accessed at-home or on-the-go. All of our brands offer workouts that can be completed both indoors and outdoors. We have also developed the XPASS, which allows consumers to participate in all of our diversified workout options while enjoying a consistent, high-quality studio experience across brands under a single monthly membership.

Franchisees have the opportunity to purchase merchandise for sale in studios and online. To ensure consistency across the studio base, we require franchisees to order merchandise directly from us or approved vendors. Examples of merchandise include at-home fitness equipment such as light weights, exercise mats, balls and exercise bands, fitness apparel, such as leggings and t-shirts, and accessories, such as water bottles and towels. Merchandise is offered from popular athletic retailers, as well as fitness apparel and accessories featuring our brands' logos and slogans.

Club Pilates

Club Pilates, founded in 2007, is the largest Pilates brand by number of studios and was approximately nine times larger than its next largest competitor as of March 31, 2021. The programming tracks Joseph Pilates' original Reformer-based Contrology method and is modernized with group practice and sophisticated equipment. Club Pilates, our first acquisition in 2017, is fueled by the vision of making Pilates more accessible, approachable and welcoming to everyone. Our Club Pilates franchises offer consistent, high-quality Reformer-based Pilates workouts in an uplifting and supportive atmosphere. As of March 31, 2021, there were 629 operational studios across North America, as well as two studios in Japan, one studio in South Korea and one studio in Saudi Arabia. As of March 31, 2021, 938 licenses had been sold globally.

There are nine signature Club Pilates class formats, including introductory, cardio, strength training, stretching and suspension options, among others. Club Pilates offers an extensive training certification. Its 500-hour teacher training program includes instruction on Pilates, barre, Triggerpoint and TRX Suspension Trainers. Our training provides opportunities for technical advancement and increased earnings potential for instructors, which we believe enables the brand to attract and retain high quality instructors.

Under our suggested operating model, customers may purchase recurring monthly memberships for four, eight or unlimited monthly classes. There is also the option to purchase single walk-in classes, as well as one-on-one classes. Depending on the studio location, our suggested price point for a single class ranges from $25 to $45, and an unlimited monthly membership ranges from $169 to $359. The typical studio is approximately 1,500 square feet and is designed to allow up to 12 people to work out together. Some studios also offer private one-on-one classes.

Pure Barre

Pure Barre, founded in 2001 and acquired in 2018, is the largest barre brand by number of studios and was approximately four times larger than its next largest competitor as of March 31, 2021. Pure Barre offers a range of effective, low-impact, full-body workouts for a broad range of ages and fitness levels designed to improve strength, muscle tone, agility, flexibility and balance. Pure Barre has cultivated a large and passionate consumer base through the combination of effective programing, an energetic in-studio experience and a supportive and community-oriented culture. As of March 31, 2021, there were 588 operational studios across North America, as well as one studio in Saudi Arabia. As of March 31, 2021, 705 licenses had been sold globally.

There are four signature Pure Barre class formats: introductory, classic barre, interval training and resistance training. Pure Barre offers a specialized multi-tiered teacher training program, which includes both classroom and on-the-job training. Our training provides opportunities for technical advancement and increased earnings potential, which we believe enables the brand to attract and retain high quality instructors. The choreography for each class format is refreshed on a quarterly basis. Under our suggested operating model, customers may purchase recurring monthly memberships for four, eight or unlimited monthly classes. There is also the option to purchase single walk-in classes. Depending on the studio location, our suggested price point for a single class ranges from $20 to $35, and unlimited monthly membership prices range from $139 to $259. The typical studio is approximately 1,500 square feet and is designed to allow up to 26 people to work out together.

CycleBar

CycleBar, founded in 2004 and acquired in 2017, is the largest indoor cycling brand by number of studios and was approximately twice the size of its next largest competitor as of March 31, 2021. It provides a variety of low-impact, high-intensity indoor cycling workouts that are inclusive for a broad range of ages and fitness levels. CycleBar offers an immersive, multi-sensory experience in state-of-the-art “CycleTheaters,” led by specially trained instructors, enhanced with high-energy “CycleBeats” playlists and tracked using rider-specific “CycleStat” performance metrics. As of March 31, 2021, there were 223 operational studios across North America, as well as one studio in Australia and two studios in Saudi Arabia. As of March 31, 2021, 434 licenses had been sold globally.

There are four signature CycleBar class formats, including metrics-focused classes and “unplugged” classes in which metrics are not tracked. CycleBar offers a specialized training program, which includes both classroom and on-the-job training. Our training provides opportunities for technical advancement and increased earnings potential for instructors, which we believe enables the brand to attract and retain high quality instructors. Under our suggested operating model, customers may purchase monthly memberships for four, eight or unlimited monthly classes. There is also the option to purchase single walk-in classes. Depending on the studio location, our suggested price point for a single class ranges from $20 to $35, and unlimited monthly memberships range from $149 to $209. The typical studio is approximately 2,000 square feet and is designed to allow up to 50 people to work out together.

Stretch Lab

Stretch Lab, founded in 2015 and acquired in 2017, is a leading assisted stretching brand. Stretch Lab was created to help people improve their health and wellness through customized flexibility services. It appeals to customers across a broad range of ages and fitness levels and is highly complementary to our broader brand portfolio. As of March 31, 2021, there were 109 operational studios across North America. As of March 31, 2021, 325 licenses had been sold globally.

Stretch Lab offers one-on-one and group assisted stretching sessions. Most of Stretch Lab’s customers purchase one-on-one sessions. Stretch Lab offers an extensive training program for “Flexologist” instructors. The teacher training program includes both classroom and on-the-job training. Our training provides opportunities for technical advancement and increased earnings potential for instructors, which we believe enables the brand to

attract and retain high quality instructors. Under our suggested operating model, customers may purchase monthly memberships for four, eight and unlimited group sessions per month. There is also the option to purchase single group sessions. Depending on the studio location, our suggested price point for a single group session ranges from $25 to $35, and unlimited monthly group sessions range from $129 to $149. One-on-one assisted stretching sessions can be purchased in recurring packages of four or eight classes per month, as well as in single one-on-one sessions. Depending on the studio location, our suggested price point for a singleone-on-one session ranges from $45 to $105 and eight one-on-one sessions per month ranges from $249 to $599. Our studio is designed to be between 1,000 and 1,500 square feet and is equipped with approximately ten stretch benches.

Row House

Row House, founded in 2014 and acquired in 2017, was the largest indoor rowing brand by number of studios as of December 31, 2020. Row House's class offerings incorporate personalized performance metrics, resistance training, rowing and stretching exercises to build aerobic endurance and muscular strength. The low-impact nature of rowing workouts makes Row House accessible to a broad range of consumers. Row House's programming fosters a group fitness environment that encourages comradery and a strong sense of community, with all participants rowing in-sync. As of March 31, 2021, there were 87 operational studios across North America. As of March 31, 2021, 308 licenses had been sold globally.

There are six signature Row House class formats: introductory, interval-based, strength training, stretching and two endurance-based. Row House offers a specialized training program for Authorized Rowing Coaches, known as "RH University," which includes both classroom and on-the-job training. Our training provides opportunities for technical advancement and increased earnings potential for instructors, which we believe enables the brand to attract and retain high quality instructors. Under our suggested operating model, customers may purchase monthly memberships for four, eight or unlimited monthly classes. There is also the option to purchase single classes. Depending on the studio location, our suggested price point for a single walk-in class ranges from $20 to $38, and unlimited monthly memberships range from $119 to $249. The typical studio is approximately 2,000 square feet and designed to allow up to 25 people to work out together.

Yoga Six

Yoga Six, founded in 2011 and acquired in 2018, was the largest franchised yoga brand by number of studios as of March 31, 2021. Classes at Yoga Six eliminate the intimidation factor that many people feel when trying yoga for the first time, offering a fresh perspective on one of the world's oldest fitness practices. With modern-day yoga instruction, our diverse yoga and fitness programming includes movement and intensity to help customers achieve their fitness goals. As of March 31, 2021, there were 92 operational studios across North America, as well as one studio in Saudi Arabia. As of March 31, 2021, 500 licenses had been sold globally.

There are six signature Yoga Six class formats: introductory, slow flow, stretching, hot yoga, cardio and strength training. Yoga Six offers an extensive accredited teacher training program for Registered Yoga Trainers. The 200-hour program includes both classroom and on-the-job training. Our training provides opportunities for technical advancement and increased earnings potential for instructors, which we believe enables the brand to attract and retain high quality instructors. Under our suggested operating model, customers may purchase recurring monthly memberships in packages of four, eight or unlimited monthly classes. There is also the option to purchase single classes. Depending on studio location, our suggested price point for a single class ranges from $22 to $40, and unlimited monthly membership prices range from $116 to $196. The typical studio is approximately 2,000 square feet and is designed to allow up to 40 people to work out together.

Rumble

Rumble, founded in 2016 and acquired in 2021, is a boxing-based brand offering a high energy cardio workout split between boxing drills and resistance training. The Rumble experience is built around the motto that

"how you fight is how you live," pushing consumers to develop their courage, determination, focus and stamina. Rumble studios promote inclusive and positive community vibes, welcoming consumers of all fitness levels to Rumble together. The experience is a 45-minute, 10-round, full-body cardio and strength workout crafted around specially designed water-filled, teardrop-style boxing bags. In 2021, Rumble launched Rumble TV, a live and on-demand workout platform, to bring the Rumble experience home with an extensive collection of boxing, HIIT, strength and running workouts. As of March 31, 2021, there were 13 operational studios in North America. As of March 31, 2021, 14 licenses had been sold globally.

There are two studio formats, signature and boutique, which are balanced between the skills and drills of boxing and the transformative power of resistance training. Under our suggested operating model for the signature format, customers may purchase class packages ranging from 1 to 30 classes or monthly memberships for 12, 16 and 20 classes. There is also the option to purchase single walk-in classes. Our suggested price point for a single class ranges from $30 to $36, class package prices range from $24 to $36 per class, and monthly membership prices range from $276 to $510. Under our suggested operating model for the boutique format, customers may purchase monthly memberships for four, eight or unlimited monthly classes. There is also the option to purchase single classes. Depending on the studio location, our suggested price point for a single walk-in class ranges from $20 to $38, and unlimited monthly memberships range from $119 to $249. The studios following the signature format are designed to be around 3,500 to 4,500 square feet to allow about 60 people to work out together, while studios following the boutique format are designed to be around 2,000 square feet to allow about 48 people to work out together.

AKT

AKT, founded in 2013 and acquired in 2018, is a full-body workout that combines cardio dance intervals with strength and toning that are effective and accessible for all fitness levels. Designed by celebrity-trainer Anna Kaiser, AKT is fueled by positivity and a belief that movement has a powerful, lasting impact. With a high-energy atmosphere and lively music, workouts are designed to push customers to sweat, dance and burn calories. As of March 31, 2021, there were 19 operational studios across North America, as well as one studio in Saudi Arabia. As of March 31, 2021, 104 licenses had been sold globally.

There are four signature AKT class formats: dance-based, cardio and strength circuits, strength training intervals and toning. AKT offers a specialized training program for Authorized AKT Instructors, which includes both classroom and on-the-job training. Our training provides opportunities for technical advancement and increased earnings potential for instructors, which we believe enables the brand to attract and retain high quality instructors. Under our suggested operating model, customers may purchase recurring monthly memberships for four, eight and unlimited monthly classes. There is also the option to purchase single classes. Depending on the studio location, our suggested price point for a single class ranges from $21 to $37, and unlimited monthly memberships range from $159 to $360. The typical studio is approximately 2,000 square feet and is designed to allow approximately 25 people to work out together.

Stride

Stride, founded in 2017 and acquired in 2018, is a treadmill-based cardio and strength workout established to demonstrate to consumers across a broad range of ages and fitness levels that they can enjoy running. Stride offers engaging programming led by dynamic authorized trainers, with state-of-the-art equipment and energizing music. As of March 31, 2021, there were five operational studios in North America. As of March 31, 2021, 73 licenses had been sold globally.

The supportive and inclusive environment at Stride fosters a strong sense of community that continues outside of the studio. Stride customers participate in running groups alongside Stride instructors for organized road races and other athletic events. These events deepen customers' connection and loyalty to the Stride brand.

There are three signature Stride class formats: interval, endurance-based and strength training. Under our suggested operating model, customers may purchase monthly memberships for four, eight and unlimited monthly classes. There is also the option to purchase single walk-in classes. Our suggested price point for a single class ranges from $20 to $35, and unlimited monthly membership prices range from $159 to $249. The typical studio is designed to be at least 2,000 square feet and is designed to allow 25 people to work out together.

Our Franchise Model

Franchising Strategy

We rely on our franchising strategy to grow our brands' global footprint in a capital efficient manner. Our franchise model leverages the local market expertise of highly motivated owners, our proven Xponential Playbook and our corporate platform. The model has enabled us to scale our system-wide studio footprint at a CAGR of 28% from 2017 to 2020.

As of March 31, 2021, we had sold a total of 3,371 franchise licenses on a cumulative basis since inception in North America, with approximately 20% of licenses owned by single-unit franchisees and approximately 80% of licenses owned by multi-unit franchisees. As of March 31, 2021, 55% of franchisees owned more than one studio and about 95% of franchisees owned a single brand of studios. The largest franchisee in North America owned 29 licenses, representing approximately 0.89% of our total franchise licenses sold in North America as of December 31, 2020.

When considering potential franchisees, we evaluate their prior experience in relationship-oriented businesses, level ofhands-on involvement in their communities, financial history and available capital and financing.

Franchisee Selection Process

We created a disciplined and highly effective franchisee development program for our portfolio of brands and franchisees. The franchisee network in North America has grown rapidly from 984 franchisees as of December 31, 2018 to 1,420 franchisees as of December 31, 2020, representing a CAGR of 20%. As of March 31, 2021, the franchisee network in North America had grown to 1,442 franchisees.

When evaluating new potential franchisees in North America, we typically look for the following characteristics:

- *financially qualified individuals*;
- *relationship-oriented business background*;
- *motivated leaders who are driven by success*;
- *passion to help people meet their health and fitness goals; and*
- *willingness to implement our model and strategies.*

The potential franchisees must also meet the following eligibility criteria:

- *minimum liquidity of $100,000*;
- *minimum net worth of $350,000 (Club Pilates and Stretch Lab) or $500,000 (Pure Barre, CycleBar, Row House, Yoga Six, AKT and Stride); and*
- *financial means to invest between $175,000 to $500,000 to build out their studio, depending on the brand.*

We divide the franchisee selection process into five distinct stages:

- *Inquiry stage:* Potential new franchisees complete and submit a confidential questionnaire form to our franchise development team for consideration.
- *Preliminary screening stage*: Our franchise development team conducts a call with potential franchisees to determine their level of financial, cultural and geographical fit.
- *Introduction stage:* If preliminarily approved, potential franchisees schedule a call with our brand managers to discuss next steps and take part in a number of foundation calls to learn more about the brand.
- *Approval stage:* Following validation calls and potential franchisees' personal due diligence, potential franchisees are invited to a discovery day at our headquarters in Irvine, California to meet with the corporate team as a final step in the approval process.
- *Contract sold stage*: Following the completion of the above steps and once internally approved, potential franchisees sign a franchise agreement.

Franchise Agreements

For each of our brands' franchised studios, we enter into a franchise agreement covering standard terms and conditions. Under our franchise agreement, we grant franchisees the right to access our brands in an exclusive area or territory after taking into account population density and demographics based on our internal and third-party analyses. The proposed location must be approved by us, and each franchisee is responsible for the selection, acquisition and development of the site from which to build the studio. Our franchise agreement requires that the franchisee operates within its designated market areas.

Our franchise agreements have an initial ten-year term. We can terminate the franchise agreement if a franchisee is in default thereunder, has failed to meet our minimum monthly gross revenue quotas or has failed to select a site for the studio that meets our approval within an indicated time period. From inception to March 31, 2021, of our licenses sold, 215 had been terminated in North America and two had been terminated internationally. We expect franchisees to meet and maintain minimum monthly gross revenue quotas by the first and second anniversary of their studio opening. Failure to meet these quotas for 36 consecutive months at any time during the term of the franchise agreement can result in the institution of a mandatory corrective training program or termination of the franchise agreement. We require franchisees to open their studio for regular, continuous business within a specified timeline. Of the franchisees that opened their first studio in 2019, on average it took approximately 12.2 months from signing the franchise agreement to open. Of the franchisees that opened their first studio in 2020, on average it took approximately 14.6 months from signing the franchise agreement to open. The length of time increased during 2020 due to COVID-related opening restrictions. Within six months of the expiration of the initial ten-year term, franchisees have the opportunity to renew for one or two additional five-year terms, subject to the terms and conditions prevailing at the time of renewal.

Our franchise agreements require franchisees to comply with our standard operating methods that govern the provision of services, use of vendors and sale of merchandise. These provisions require that franchisees purchase equipment only from an approved list of vendors, and may generally provide products, classes and services only from us or an approved list of suppliers. We reserve the right to charge a penalty fee for each day that a franchisee offers or sells unauthorized products or services from the studio.

Our franchise agreements require franchisees to pay an initial, nonrefundable franchise fee per studio. Beginning on the day that a studio starts generating revenue from its business operations, franchisees are required to pay us a monthly royalty fee based on gross sales.

The Xponential Playbook

We believe the robust and ongoing support that we offer to franchisees is a key differentiator in our value proposition and has been a critical contributor to system-wide operational excellence. We have established the Xponential Playbook, which helps franchisees generate compelling studio economics. The key pillars of our Xponential Playbook include:

- *optimizing the studio prototype and investment cost;*
- *thoroughly vetting franchisee candidates;*
- *real estate identification, site selection, studio build-out and design assistance;*
- *comprehensive pre-opening support, including membership sales, marketing support, employee training and programming development;*
- *detailed studio-level operational framework and best practices;*
- *intensive instructor and studio-level management training;*
- *access to our comprehensive digital platform offerings and a share of associated fees;*
- *data-driven analytical tools to support marketing strategies, member acquisition and retention;*
- *sophisticated technology systems, including uniform point-of-sale and reporting systems, to drive studio-level operations;*
- *centralized model capable of providing resources to franchisees in the event of exceptional crises, such as the COVID-19 pandemic; and*
- *ongoing monitoring and support to promote success.*

Attractive Franchisee Return Profile

The Xponential Playbook is designed to help franchisees achieve compelling AUVs, strong operating margins and an attractive return on their invested capital. Studios are generally designed to be between 1,000 and 2,500 square feet in size, depending on the brand, which contributed to a relatively low average initial franchisee investment of approximately $350,000 in 2019 and 2020, including all leasehold improvements and required studio furniture, fixtures and equipment. We believe that our scale and vendor relationships enable us to offer equipment and merchandise to franchisees at a significantly lower cost than if they were to acquire it on their own. By utilizing the Xponential Playbook, our model is generally designed to generate, on average, an AUV of $500,000 in year two of operations and studio-level operating margins ranging between 25% and 30%, resulting in an unlevered cash-on-cash return of approximately 40%.

New Studio Development

Our small-box format studios have the flexibility to be located in a variety of retail buildings and shopping centers, and we consider locations in both high- and low-density markets. We seek out locations with (i) our target customer demographics, (ii) high visibility and accessibility and (iii) favorable traffic counts and patterns. We use internal and third-party analytic tools to access demographic data that we use to analyze potential new and existing sites and markets for franchisees. We assess population density, current tenant mix, layout and potential competition, among other factors. As a result of boutique fitness consumers' affinity for trying multiple workout types, we have the ability to place our different brands within close proximity to each other. Our team follows a detailed approval process to review potential sites and seek to ensure that each site aligns with our strategic growth objectives and the Xponential Playbook.

We guide franchisees through the site selection,build-out and design processes during the development of their studios, ensuring that the studios conform to the physical specifications for their respective brands. Prior to opening, we offer franchisees a list of designated territories in which they may open a new studio. Each franchisee is responsible for selecting, acquiring and leasing a site, but they must obtain site approval from Xponential.

As of March 31, 2021, franchisees were contractually committed to open an additional 1,391 studios in North America under existing franchise agreements and master franchisees were contractually obligated to sell licenses to franchisees to open an additional 693 studios in nine other countries on an adjusted basis to reflect historical information of the brands we have acquired.

Franchise Development Team

We have a dedicated sales team to help promote and coordinate sales and resales of franchises at the corporate level. We have created a scalable and sustainable model through which we identify potential franchisees. In addition, we have a team dedicated to training and supporting franchisees in lead generation, sales conversion and customer retention support.

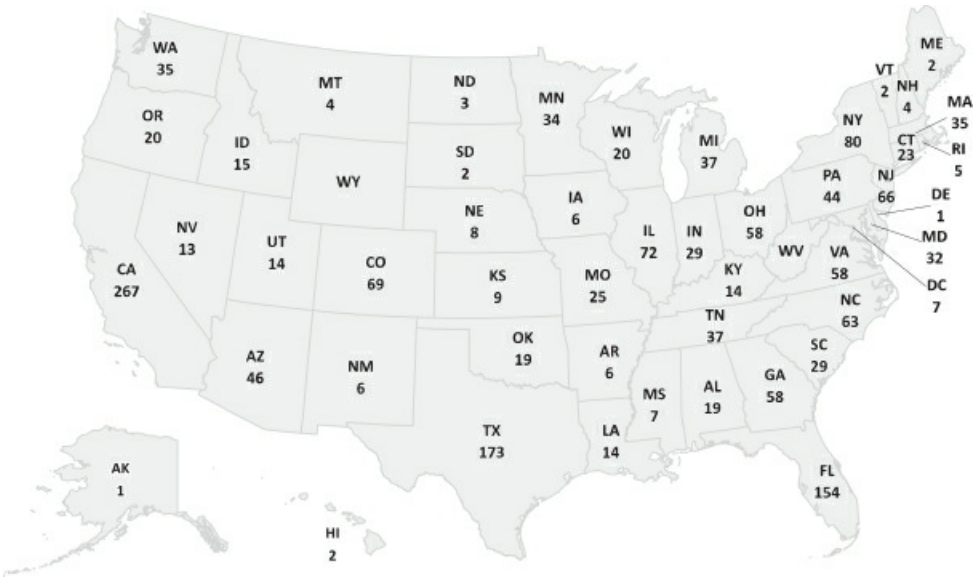
We also work with third-party brokers to generate sales leads for potential new franchisees.

Studios

As of December 31, 2020, franchisees operated 1,722 studios system-wide, across 48 U.S. states and the District of Columbia, as well as 17 studios in Canada, six studios in Saudi Arabia, two studios in Japan, one studio in Australia and one studio in South Korea on an adjusted basis to reflect historical information of the brands we have acquired. In 2020, franchisees opened 241 studios across North America as well as nine studios internationally on an adjusted basis to reflect historical information of the brands we have acquired. As of March 31, 2021, franchisees operated 1,775 studios system-wide globally, across 48 U.S. states and the District of Columbia, as well as 18 studios in Canada, six studios in Saudi Arabia, two studios in Japan, one studio in Australia and one studio in South Korea on an adjusted basis to reflect historical information of the brands we have acquired.

Operating company-owned studios is not a component of our business model. Following the significant disruption to the global fitness industry caused by the COVID-19 pandemic, however, we took ownership of a greater number of company-owned studios than we would expect to hold in the normal course of our business. As of December 31, 2019, we had 4 company-owned studios, representing 0.3% of the studio base. As of March 31, 2021, we had 49 company-owned studios, representing 2.8% of our studio base. We are in the process of reselling the licenses for these 49 studios to new or existing franchisees as operating company-owned studios is not a component of our business model. If we are unable to resell the licenses to these company-owned studios by December 31, 2021, we will likely close most or all such studios to the extent they are not profitable at that time.

The map below shows open studios by U.S. state as of March 31, 2021:



Note: The 49 company-owned studios are included in the count of total franchised studios. As we are in the process of refranchising these studios, we expect that they will be owned and operated by franchisees in the future.

Brand	Club Pilates	Pure Barre	CycleBar	Stretch Lab	Row House	Yoga Six	AKT	Stride	Rumble
Number of U.S. States	41	47	39	22	25	28	12	3	3

We continue to drive the international expansion of our studio base. We currently have in place master franchise agreements that grant master franchisees the right to sell licenses to potential franchisees in nine countries that we have targeted for near-term expansion. As of December 31, 2020, there were ten studios open internationally, and the master franchisees were contractually obligated to sell licenses to franchisees to open an additional 593 studios in nine countries on an adjusted basis to reflect historical information of the brands we have acquired, which together would nearly double our franchised studio base. As of March 31, 2021, franchisees were contractually committed to open an additional 1,391 studios in North America under existing franchise agreements and master franchisees were contractually obligated to sell licenses to franchisees to open an additional 693 studios in nine other countries on an adjusted basis to reflect historical information of the brands we have acquired.

Fitness Equipment

Our franchised studios contain state-of-the-art fitness equipment from an array of suppliers. We believe that the quality of the equipment enriches the customers' in-studio experience and thereby enhances their brand loyalty. To ensure consistency across the studio base, we require franchisees to order equipment and supplies directly from us or approved vendors. Franchisees are required to order replacement or upgraded equipment within five to ten years depending on the manufacturers' guidelines. Franchisees also must use our approved vendors for equipment maintenance, who provide warranties on certain equipment purchased from them. As the largest franchisor in the industry, we have significant scale that enables us to negotiate competitive pricing from our suppliers. As a result, we believe that we offer equipment at more attractive pricing than franchisees could otherwise procure on their own, lowering the build-out cost and improving unit economics.

Our Digital Offering

We believe there is an opportunity to capitalize on the growing consumer demand for digital and at-home fitness solutions by providing a digital platform that complements and enhances the attractiveness of our in studio offerings. In addition to increasing engagement with and retention of our existing in-studio members, our digital platform enables us to reach new consumers in markets without a physical footprint and generate incremental revenue for both us and franchisees with limited incremental cost. As a result, our brands can deliver high-quality fitness content and maintain strong levels of member engagement both in the studio and at-home. Our digital offering is available 24 hours a day, 7 days a week and delivers highly engaging live streamed and on-demand fitness classes from all 9 of our brands. We cover the cost of production for our digital content. Currently, members receive all of our Pure Barre video content at no extra charge when they purchase an unlimited membership at a Pure Barre studio, and in that case we provide that digital access at no charge to the relevant franchisee. Other members across our brands may purchase a digital subscription from a studio or directly from us. We receive a platform fee from franchisees for each digital subscription that is purchased from a studio.

As of May 31, 2021, our digital platform had over 50,000 users, of which over 16,000 were paid subscribers and the balance received digital subscriptions as part of an unlimited Pure Barre membership. We offer digital subscriptions on an individual brand basis for $19 per month, as well as an all-access package for eight of our brands for $29 per month. Our digital platform encompasses over 2,400 digital workouts with multiple class formats within each brand, and we expect to continue to grow that content. Our digital platform is attractive for franchisees as it allows them to upsell a better value proposition to their members. It also allows us to market local studios to standalone digital members based on their geographic location. We believe that our digital platform builds significant brand awareness and enhances cross-sell opportunities across our brands and between in-studio memberships and digital subscriptions. Using the experience, knowledge and data we gathered in 2020, we are planning to further enhance our production studio, increase production talent and upgrade our content to more closely resemble the in-studio experience at home, so members can experience all nine of our brands at any time. Our new All Access-GO digital platform is expected to significantly enhance our member experience and further increase our brands' reach, accessibility and subscriber engagement.

Marketing

Marketing Strategy

Our marketing strategy is designed to highlight our leading brand portfolio, the compelling value proposition of our brands and the unique attributes and benefits of boutique fitness workouts. Each brand has a dedicated marketing team that is focused on building brand awareness, generating new customer leads and increasing studio traffic at the national and local level. We leverage our corporate platform and marketing expertise to develop tailored marketing strategies to capitalize on each of our brands' potential.

Marketing Spending

National advertising. We manage a marketing fund for franchisees, with the goal of building national awareness for our brands. We focus our marketing efforts on national advertising and media partnerships, developing and maintaining creative assets to support local sales throughout the year, and building and supporting the Xponential Fitness community via digital and social media for each of our eight brands. Our franchise agreements require franchisees to contribute 2% of their monthly gross sales to the marketing fund of their respective brand. Our marketing funds have enabled us to spend approximately $8.2 million and $7.1 million in 2019 and 2020 respectively, to increase national awareness of our brands. We believe this is a powerful marketing tool as it allows us to increase brand awareness in new and existing markets.

Local marketing. Our franchise agreements require franchisees to spend at least $1,500 per month on approved local marketing to support promotional sale periods throughout the year and continue to build the brand

in local markets. All franchised studios are supported by our dedicated franchisee marketing team, which provides guidance, tracking, measurement and advice on best practices. Franchisees spend their marketing dollars in a variety of ways to promote business at their studios on a local level. These methods typically include media vehicles that are effective on a local level, including direct mail, outdoor (including billboards), social media and radio advertisements and local partnerships and sponsorships.

Social media. We have an engaged social media platform for each of our brands, which we believe further raises brand awareness and creates a community among our members. Each brand has a dedicated social media page run by us, and we also maintain a corporate social media page where we seek to engage personally with customers. In addition, franchisees operate social media accounts at the local level. We provide franchisees with social media consulting during the pre-opening phase in order to help them maximize their social impact. We believe that local social media pages are additive to the studio-level community and deepen our brands' connection with consumers.

Digital. We utilize digital advertising at the corporate level to drive awareness for our digital platform offerings. For example, in March 2021, we launched an Apple Watch integration designed to offer an enhanced member experience across our nine brands. The integration allows Xponential members and guests who utilize Apple Watch to view upcoming classes, check-in to a class and track real-time workout performance data. Each brand's app will integrate directly with Apple Watch. Members at participating studios also have the option to join our "Earn Your Watch" challenge, earning back the value of their Apple Watch when they purchase their device through an Xponential brand website and complete a set number of workouts per month. We believe that our partnership with Apple Watch will further drive excitement and enthusiasm across the Xponential consumer base, while also helping to increase membership engagement and retention.

Competition

Although we offer boutique fitness experiences, we believe we compete with both fitness andnon-fitness consumer discretionary spending alternatives for consumers' time and resources.

Franchisees compete with other health and fitness club industry participants, including:

- other national and regional boutique fitness offerings, some of which are franchised and others of which are owned centrally at a corporate level;
- other health and fitness centers, including gyms and other recreational facilities;
- individually owned and operated boutique fitness studios;
- personal trainers;
- racquet, tennis and other athletic clubs;
- at-home fitness offerings;
- online fitness services and health and wellness apps;
- participants in the home-use fitness equipment industry; and
- businesses offering similar services.

The health and fitness club industry is highly competitive and fragmented, and the number, size and strength of competitors vary by region. Some of our competitors may have greater name recognition nationally or

locally or an established presence in local markets and some have corporate relationships that facilitate their acquisition of new consumers. These risks are more significant internationally, where we have a limited number of studios and brand recognition.

We also compete to sell franchises to potential franchisees who may choose to purchase franchises from other boutique fitness operators, but who may also consider purchasing franchises in other industries such as restaurants and personal care. We compete with other franchisors on the basis of the expected return on investment of franchisees and the value propositions that we offer for franchisees.

Our competition continues to increase as we expand into new markets and add studios in existing markets. See "Risk Factors—Risks Related to our Business and Industry—We operate in a highly competitive market and we may be unable to compete successfully against existing and future competitors."

Suppliers

We require franchisees to make most purchases related to the build out and operation of their studios from us or our approved vendors. This helps us ensure the timelines of build outs and the maintenance of consistent studio quality within each brand. We sell equipment purchased from third-party equipment manufacturers to franchised studios in North America. Franchisees outside North America must purchase equipment from third-party equipment manufacturers approved by us. We also have various approved suppliers of fitness accessories and apparel.

Vendors arrange for delivery of products and services either directly to our warehouse or to franchisee studios. We continuallyre-evaluate our supplier relationships to ensure we and franchisees obtain competitive pricing and high-quality equipment, merchandise and other items.

Employees

As of December 31, 2020, we had approximately 270 employees at our corporate headquarters, of which approximately 70 were part-time employees. We also had approximately 330 employees at our company-owned studios as of December 31, 2020, of which approximately 290 were part-time employees. Operating company-owned studios is not a component of our business model. We are in the process of reselling the licenses for these studios to new or existing franchisees, at which point the employees of these studios will no longer be employees of Xponential Fitness. None of our employees are represented by labor unions.

Xponential franchises are independently owned and operated businesses. As such, employees of franchisees are not employees of Xponential Fitness.

Information Technology and Systems

We recognize the value of enhancing and extending the uses of information technology ("IT") in virtually every area of our business. Our IT strategy is aligned to support our business strategy and operating plans. We maintain an ongoing program to monitor, replace or upgrade key IT services and infrastructure.

We recently transitioned the studios to a uniform third-party hosted studio management system for enrolling members and managing member database information including personally identifiable information and payment processing. In addition, this management system tracks and analyzes key operating metrics such as membership statistics, cancellations, cross-studio utilization, member tenure and demographics profiles.

We continue to create a more customizable and efficient experience for members through updated digital tools, including enhanced websites and mobile applications. These digital tools enable consumers to search studio locations, browse class schedules and sign up for classes. We continue to enhance the accessibility of our digital tools to increase our online presence and member engagement.

Through our third-party hosted studio management system, we provide franchisees access to an informational management system to receive informational notices, operational resources and updates, training materials and other franchisee communications.

Our back-office computer systems are comprised of a variety of technologies designed to assist the operation of our business. These include a third-party hosted accounting and financial system, a SaaS solutions system to manage franchisees' leases and franchisee agreements, a third-party hosted payroll system, an inventory and online store management system and a customer relationship management system.

Intellectual Property

We own approximately 64 registered trademarks and service marks in the United States and approximately 297 registered trademarks and service marks in other countries, including "Xponential," "Pure Barre," "Stretch Lab," "Row House," "Yoga Six," "Club Pilates," "CycleBar," "Rumble," "AKT" and "Stride." We believe the Xponential name and the marks associated with our nine brands are of value and are important to our business. Accordingly, as a general policy, we pursue registration of our marks in the United States and select international jurisdictions, monitor the use of our marks in the United States and internationally and oppose any unauthorized use of our marks.

We license the use of our marks to franchisees and third-party vendors through our franchise agreements and vendor agreements. These agreements restrict third parties' activities with respect to use of our marks. Our franchise agreements impose brand standards requirements and require franchisees to inform us of any potential infringement of our marks.

We register some of our copyrighted material and otherwise rely on common law protection of our copyrighted works. Such registered copyrighted materials are not material to our business.

We also license some intellectual property from third parties for use in our franchised studios. Such licenses, including our music licenses, are not material to our business. Franchisees also license certain intellectual property for use in their studios, including music in some cases.

Government Regulation

We and franchisees are subject to various federal, state, provincial and local laws and regulations affecting our business.

We are subject to a trade regulation rule on franchising, known as the FTC Franchise Rule, promulgated by the FTC, that regulates the offer and sale of franchises in the United States and requires us to provide to all prospective franchisees certain mandatory disclosure in a FDD. In addition, we are subject to state franchise sales laws in approximately 19 U.S. states that regulate the offer and sale of franchises by requiring us to make a business opportunity exemption or franchise filing or obtain franchise registration prior to making any offer or sale of a franchise in those states and to provide a FDD to prospective franchisees.

We are subject to franchise sales laws in six provinces in Canada that regulate the offer and sale of franchises by requiring us to provide a FDD in a prescribed format to prospective franchisees and that further regulate certain aspects of the franchise relationship. We are also subject to franchise relationship laws in at least 22 U.S. states that regulate many aspects of the franchise relationship, including renewals and terminations of franchise agreements, franchise transfers, the applicable law and venue in which franchise disputes must be resolved, discrimination and franchisees' right to associate, among others. In addition, we and franchisees may also be subject to laws in other foreign countries where we or they do business.

We and franchisees are also subject to the U.S. Fair Labor Standards Act of 1938, as amended, similar state laws in certain jurisdictions, and various other laws in the United States and Canada governing such matters as minimum-wage requirements, overtime and other working conditions. A significant number of our and franchisees' employees are paid at rates related to the U.S. federal or state minimum wage, and past increases in such minimum wages have increased labor costs, as would future increases.

Our and franchisees' operations and properties are subject to extensive U.S. and Canadian federal, state, provincial and local laws and regulations, including those relating to environmental, building and zoning requirements. Our and franchisees' development of properties depends to a significant extent on the selection and acquisition of suitable sites, which are subject to zoning, land use, environmental, traffic and other regulations and requirements.

We and franchisees are responsible at the studios we operate for compliance with state laws that regulate the relationship between health clubs and their members. Nearly all states have consumer protection regulations that limit the collection of monthly membership dues prior to a studio opening, require certain disclosure of pricing information, mandate the maximum length of contracts and "cooling off" periods for members (after the purchase of a membership), set escrow and bond requirements, govern member rights in the event of a member relocation or disability, provide specific member rights when a health club closes or relocates, or preclude automatic membership renewals.

We and franchisees primarily accept payments for our memberships through electronic fund transfers from members' bank accounts and, therefore, are subject to both federal and state legislation and certification requirements, including the Electronic Funds Transfer Act. Some states, such as New York, Massachusetts and Tennessee, have passed or considered legislation requiring gyms and health clubs to offer a prepaid membership option at all times and/or limit the duration for which such memberships can auto-renew through electronic fund transfers, if at all. Our business relies heavily on the fact that our memberships continue on a month-to-month basis after the completion of any initial term requirements, and compliance with these laws, regulations, and similar requirements may be onerous and expensive, and variances and inconsistencies from jurisdiction to jurisdiction may further increase the cost of compliance and doing business. States that have such health club statutes provide harsh penalties for violations, including membership contracts being void or voidable.

Additionally, the collection, maintenance, use, disclosure and disposal of individually identifiable data by us, or franchisees are regulated at the federal, state and provincial levels as well as by certain financial industry groups, such as the Payment Card Industry, Security Standards Council, the National Automated Clearing House Association and the Canadian Payments Association. Federal, state and financial industry groups may also consider from time to time new privacy and security requirements that may apply to us or franchisees and may impose further restrictions on our or their collection, disclosure and use of individually identifiable information that are housed in one or more of our or their databases.

Facilities

Our corporate headquarters are located in Irvine, California, where we lease approximately 35,000 square feet of office space pursuant to a lease agreement which expires in 2029. We lease approximately 6,800 square feet for our digital platform production studio from Von Karman Production LLC, which is owned by Mr. Geisler, our Chief Executive Officer and founder, under a lease that expires in 2024. We also lease two Club Pilates training locations, one in Atlanta, Georgia and one in Irvine, California. These leases expire in October 2021 and November 2021, respectively. In addition, we also lease approximately 14,900 square feet of warehouse space, which expires in 2025. We believe that our existing facilities are adequate to meet our business requirements for the near-term and that additional space will be available on commercially reasonable terms, if required.

We operated 49 company-owned studios as of March 31, 2021. Operating company-owned studios is not a component of our business model, and we are in the process of reselling the licenses for these studios to new or existing franchisees. If we are unable to resell the licenses to all of these company-owned studios by December 31, 2021, we will likely close most or all such studios to the extent they are not profitable at that time. All of the company-owned studios are located in leased properties with no lease term expiring within the next 12 months.

Legal Proceedings

From time to time, we may be subject to legal proceedings and claims in the ordinary course of business. Other than the matter noted below, we are not presently a party to any legal proceedings that, if determined adversely to us, would individually or taken together have a material adverse effect on our business, results of operations, cash flows and financial condition. We have received, and may in the future receive, claims from third parties. Future litigation may be necessary to defend ourselves and franchisees and other partners by determining the scope, enforceability and validity of third-party proprietary rights, or to establish our proprietary rights. The results of any current or future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, and the diversion of management resources, among other factors.

MANAGEMENT

Executive Officers

The following table sets forth information regarding our executive officers as of June 25, 2021:

Name	Age	Position
Anthony Geisler	45	Chief Executive Officer
Ryan Junk	45	Chief Operating Officer
Sarah Luna	34	President
John Meloun	44	Chief Financial Officer
Megan Moen	37	Executive Vice President, Finance

Board of Directors

The following table sets forth information regarding our directors as of June 25, 2021, after giving effect to the Reorganization Transactions:

Name	Age	Position
Mark Grabowski	45	Chairman
Anthony Geisler	45	Chief Executive Officer, Director
Brenda Morris	55	Director

Executive Officers and Directors

Anthony Geisler is our founder and has served as our Chief Executive Officer and on our board of directors since 2017. In March 2015, Mr. Geisler purchased Club Pilates and served as Chief Executive Officer from 2015 to 2017, creating the platform on which he founded Xponential Fitness LLC. Club Pilates is now a subsidiary of Xponential Fitness LLC. Mr. Geisler holds a B.A. from University of Southern California. We believe Mr. Geisler is qualified to serve on our board of directors because he is a fitness industry veteran with more than 18 years of experience and an accomplished entrepreneur. Furthermore, Mr. Geisler has accumulated extensive perspective, operational insight and expertise as our founder and Chief Executive Officer.

Ryan Junk has served as our Chief Operating Officer since July 2020 and has served as the President for CycleBar since November 2017. From June 2017 to November 2017, Mr. Junk served as Divisional President for UFC Gym, a mixed martial arts fitness company, where he also served as Vice President of Sales from December 2009 to June 2015. From July 2015 to June 2016, Mr. Junk served as Executive Vice President for Capital Fitness Group LLC, a health and fitness club company. Mr. Junk co-founded R.L.J Consulting Group, LLC, a fitness consulting firm, in June 2016.

Sarah Luna has served as our President since January 2021 and served as President of Pure Barre from November 2018 to January 2021. From July 2015 to November 2018, Ms. Luna served in various roles, such as Senior Vice President of Operations and National Sales Director, at Club Pilates. From November 2014 to September 2016, Ms. Luna was a Franchise Business Owner at Jazzercise Inc. From January 2012 to July 2015, Ms. Luna was also the founder of Pilates by Sarah Luna. Prior to this position, Ms. Luna held various roles at companies such as Equinox and Jeunesse Global, which focus on health, wellness and fitness. Ms. Luna holds a B.F.A. in Performance Dance and Biological Sciences from University of California, Irvine and an M.B.A. from Chapman University, The George L. Argyros School of Business and Economics.

John Meloun has served as our Chief Financial Officer since 2018. From March 2015 to July 2018, Mr. Meloun served in executive roles at The Joint Corp, a national operator, manager and franchisor of chiropractic clinics, including as Chief Financial Officer from November 2016 to July 2018. From January 2010 to March 2015, Mr. Meloun served as a Senior Director of Financial Planning and Analysis at the University of Phoenix, where he provided guidance to the Chief Financial Officer and Vice President on financial changes. Mr. Meloun holds both a B.S. and an M.B.A. from Arizona State University.

Megan Moen has served as our Executive Vice President of Finance since July 2017 and has served as the Vice President of Finance for Club Pilates since January 2016. From July 2013 to March 2016, Ms. Moen served as a Senior Director of Valuation and Financial Advisory Services at FTI Consulting, a top global management consulting firm, where she performed business and intangible asset valuations, financial and strategic analysis, forecasting and transaction support. Ms. Moen holds a B.A. from University of California, Los Angeles and an M.B.A. from New York University.

Non-Employee Directors

Mark Grabowski has served as the Chairman of our board of directors since May 2017. Mr. Grabowski is a Managing Partner at Snapdragon Capital Partners, which he founded in 2018, where he focuses on health and wellness as a core vertical of investment. From August 2016 to June 2018, Mr. Grabowski was a partner at TPG Growth, where he oversaw the platform's consumer investments. From January 2007 to August 2016, Mr. Grabowski was a Managing Director at L Catterton, a middle market consumer-focused private equity firm. Mr. Grabowski has prior private equity experience at AEA Investors and American Capital Strategies. Mr. Grabowski holds an A.B. degree in Economics from Dartmouth College and an M.B.A. from The Wharton School of the University of Pennsylvania. We believe Mr. Grabowski is qualified to serve on our board of directors because of his extensive business and investment expertise and his knowledge of our company and our industry.

Brenda Morris has served on our board of directors since May 2019. Ms. Morris has over 35 years of experience in finance, accounting and operations roles concentrated in consumer products, food and beverage, retail and wholesale sectors. Ms. Morris is currently a Partner at CSuite Financial Partners, a financial executive services firm, which she joined in November 2015. Ms. Morris currently serves on the boards of directors of Boot Barn Holdings, Inc., Duluth Holdings Inc., Nutrition Topco, a health & wellness company and Audit Committee Chair, Ideal Image Holdings and Audit Committee Chair, a chain of medical spas and Asarasi Inc, a private sparkling tree water company. From 2016 to 2019, Ms. Morris served as Chief Financial Officer at Apex Parks Group, a privately held operating company of family entertainment centers, water parks and amusement parks. From 2015 to 2016, Ms. Morris served as Senior Vice President, Finance at Hot Topic, Inc., a specialty retailer. From 2013 to 2015, Ms. Morris served as Chief Financial Officer at 5.11 Tactical, a tactical gear and apparel wholesaler and retailer. Ms. Morris holds a B.A. from Pacific Lutheran University and an M.B.A. from Seattle University. We believe Ms. Morris is qualified to serve on our board of directors based on her extensive experience in finance, accounting and executive management and as a member of the board of directors of various companies in the consumer and retail industry.

Controlled Company

For purposes of the corporate governance rules of the NYSE, we are a "controlled company" and will continue to be a "controlled company" upon completion of this offering. Controlled companies under those rules are companies of which more than 50% of the voting power for the election of directors is held by an individual, a group or another company. The Pre-IPO LLC Members will continue to beneficially own more than 50% of the combined voting power of Xponential Fitness, Inc. upon completion of this offering. As a "controlled company," we will be permitted to, and we intend to, elect not to comply with certain NYSE corporate governance requirements, including those that would otherwise require our board of directors to have a majority of independent directors and require our Human Capital Management and Nominating and Corporate Governance Committees comprised entirely of independent directors.

Board Structure and Compensation of Directors

Upon the completion of this offering, our board of directors will consist of four directors. Brenda Morris qualifies an an independent director under the corporate governance standards of NYSE.

Our directors will be divided into three classes serving staggered three-year terms. Class I, Class II and Class III directors will serve until our annual meetings of stockholders in 2022, 2023 and 2024, respectively. At each annual meeting of stockholders, directors will be elected to succeed the class of directors whose terms have expired. This classification of our board of directors could have the effect of increasing the length of time necessary to change the composition of a majority of our board of directors. In general, at least two annual meetings of stockholders will be necessary for stockholders to effect a change in a majority of the members of our board of directors.

Directors who are also full-time officers or employees of our company will receive no additional compensation for serving as directors. All other directors will receive an annual retainer of $75,000. Additionally, the non-executive board chair will also receive an annual fee of $25,000 and the lead director will receive an annual fee of $20,000. Each member of the Audit Committee, Nominating and Corporate Governance Committee and Human Capital Management Committee will also receive an annual fee of $5,000. The chair of our Audit Committee will also receive an annual fee of $15,000 and the chair of our Nominating and Corporate Governance Committee and Human Capital Management Committee will receive an annual fee of $10,000. Each non-employee director also will receive equity-based awards with a grant date value of $75,000, subject to continued service on the board.

Board Committees

Upon the consummation of this offering, our board of directors will have four standing committees: an Audit Committee, a Human Capital Management Committee, a Nominating and Corporate Governance Committee and a Disclosure Committee.

Audit Committee

The members of our Audit Committee are Brenda Morris and Mark Grabowski. Ms. Morris is the chair of our Audit Committee. Ms. Morris meets the requirements for independence under the current NYSE listing standards and SEC rules and regulations. We expect to appoint two new independent directors to the Audit Committee within the applicable time frame required by the NYSE and the SEC and that the composition of our Audit Committee will satisfy the independence requirements of the NYSE and the SEC within the applicable time frame. Each member of our Audit Committee is financially literate. In addition, our board of directors has determined that Ms. Morris is qualified as an Audit Committee financial expert as defined in Item 407(d)(5)(ii) of Regulation S-K promulgated under the Securities Act. This designation does not impose any duties, obligations or liabilities that are greater than are generally imposed on members of our Audit Committee and our board of directors. Our Audit Committee is directly responsible for, among other things:

- selecting a firm to serve as the independent registered public accounting firm to audit our financial statements;
- ensuring the independence and qualifications of the independent registered public accounting firm;
- discussing the scope and results of the audit with the independent registered public accounting firm and reviewing, with management and that firm, our interim and year-end operating results;
- establishing procedures for employees to anonymously submit concerns about questionable accounting or audit matters;
- considering the adequacy of our internal controls and internal audit function;
- reviewing material related party transactions or those that require disclosure; and

- approving or, as permitted, pre-approving all audit and non-audit services to be performed by the independent registered public accounting firm.

Human Capital Management Committee

The members of our Human Capital Management Committee are Mark Grabowski and Brenda Morris. Mr. Grabowski is the chair of our Human Capital Management Committee. We intend to avail ourselves of certain exemptions afforded to controlled companies under NYSE corporate governance rules, which will exempt us from the requirement that we have a Human Capital Management Committee composed entirely of independent directors. Ms. Morris meets the requirements for independence under the current NYSE listing standards and SEC rules and regulations. Our Human Capital Management Committee is responsible for, among other things:

- reviewing and approving, or recommending that our board of directors approve, the compensation of our executive officers;
- reviewing and recommending to our board of directors the compensation of our directors;
- administering our stock and equity incentive plans;
- reviewing and approving, or making recommendations to our board of directors with respect to, incentive compensation and equity plans; and
- reviewing our overall compensation philosophy.

Nominating and Corporate Governance Committee

The members of our Nominating and Corporate Governance Committe are Mark Grabowski and Brenda Morris. Mr. Grabowski is the chair of our Nominating and Corporate Governance Committe. We intend to avail ourselves of certain exemptions afforded to controlled companies under NYSE corporate governance rules, which will exempt us from the requirement that we have a Nominating and Corporate Governance Committe composed entirely of independent directors. Brenda Morris meets the requirements for independence under the current NYSE listing standards and SEC rules and regulations. Our Nominating and Corporate Governance Committe is responsible for, among other things:

- identifying and recommending candidates for membership on our board of directors;
- reviewing and recommending our corporate governance guidelines and policies;
- reviewing proposed waivers of the code of conduct for directors and executive officers;
- overseeing the process of evaluating the performance of our board of directors; and
- assisting our board of directors on corporate governance matters.

Disclosure Committee

The members of the Disclosure Committee are John Meloun (CFO), Sarah Luna (President), Theresa Esparza (Corporate Controller) and outside counsel. John Meloun is the chair of our Disclosure Committee. Our Disclosure Committee is responsible for, among other things:

- designing and establishing controls and other procedures to ensure the accuracy and timeliness of the disclosures made by the Company;

- monitoring the integrity and effectiveness of the Company's disclosure controls;
- reviewing and supervising the preparation of the Company's required disclosure statements, press releases, communications disseminated to shareholders and presentations to rating agencies and lenders.

Code of Business Conduct and Ethics Policy

We have adopted a Code of Business Conduct and Ethics Policy that applies to all of our employees, officers and directors, including those officers responsible for financial reporting. These standards are designed to deter wrongdoing and to promote honest and ethical conduct. Upon the completion of this offering, the full text of our Code of Business Conduct and Ethics Policy will be posted on the investor relations section of our website. We intend to disclose future amendments to our code of business conduct and ethics, or any waivers of such code, on our website or in public filings.

Human Capital Management Committee Interlocks and Insider Participation

During 2020, Mark Grabowski, Brenda Morris and former director Marc Magliacano served as members of our Human Capital Management Committee. None of the members of our Human Capital Management Committee had during the prior fiscal year been one of our officers or employees or, except for Mr. Grabowski, had a relationship requiring disclosure under "Certain Relationships and Related Party Transactions." None of our executive officers currently serves, or in the past fiscal year has served, as a member of the board of directors or Human Capital Management Committee of any entity that has one or more executive officers serving on our board of directors or Human Capital Management Committee.

With respect to Mr. Grabowski, until the completion of this offering, H&W Franchise Holdings, which owned all of our equity interests prior to the consummation of the Reorganization Transactions, was a party to a management services agreement with H&W Investco Management LLC, pursuant to which H&W Investco Management LLC provided us with certain management services. Mr. Grabowski owns H&W Investco Management LLC. For the fiscal years ended December 31, 2019 and 2020, we paid H&W Investco Management LLC $557,000 and $795,000, respectively, for expenses and services provided under the management services agreement. See "Certain Relationships and Related Party Transactions."

EXECUTIVE COMPENSATION

Summary Compensation Table

The following table sets forth information concerning the compensation paid to our principal executive officer and our two other most highly compensated executive officers (our "Named Executive Officers") during our fiscal year ended December 31, 2020.

Name and Principal Position	Year	Salary ($)	Bonus(1) ($)	Stock Awards(2) ($)	All Other Compensation(3) ($)	Total ($)
Anthony Geisler	2020	400,000	—	—	413,478	813,478
Chief Executive Officer	2019	400,000	200,000	—	447,611	1,047,611
John Meloun	2020	300,000	—	—	36,563	336,563
Chief Financial Officer	2019	300,000	150,000	—	39,826	489,826
Ryan Junk	2020	267,277	10,000	35,129	4,316	316,722
Chief Operating Officer						

(1) Reflects bonus actually paid for 2020 performance for each executive officer.

(2) Reflects the grant date value of profits interest awards granted during the applicable year as calculated using the Black-Scholes method in accordance with FASB Accounting Standards Codification ("ASC") Topic 718. As discussed below under "Incentive Unit Awards—2020 Grants," an award of profits interests was made to Mr. Junk in 2020, which included both service-vesting units and performance-vesting units. The service-vesting units had a grant date fair value of $35,129. On the date of grant it was determined that attainment of the performance condition applicable to the performance-vesting units was not probable. As a result, pursuant to SEC regulations, we are including $0 for the value of the performance-vesting units in the Summary Compensation Table. Assuming that the highest level of performance under the award was achieved, the maximum value of this award as of the grant date would be $35,129. Assumptions made in the course of this valuation are set forth in Note 11 to our financial statements elsewhere in this prospectus.

(3) Reflects the matching contributions to the 401(k) plan and our payments to cover the employee portion of medical and dental insurance coverage for each executive officer. For Mr. Geisler, this amount also reflects a $400,000 consulting fee paid to Mr. Geisler by H&W Investco Management LLC for services to us rendered pursuant to the Consulting Agreement. For Mr. Meloun, this amount also reflects $23,630 in commuting expenses paid by us.

Narrative Disclosure to Summary Compensation Table

Employment Agreements

We have entered into employment agreements with each of our named executive officers (described in further detail below) which generally include the officer's base compensation, annual bonus opportunity, entitlement to participate in our health and welfare benefit plans and certain restrictive covenants and severance entitlements on qualifying terminations of employment.

Anthony Geisler

In June 2021, we entered into an employment agreement with Mr. Geisler (the "Geisler Employment Agreement"). The term of the Geisler Employment Agreement initially runs from June 2021 until June 2022, after which the agreement will continue to renew annually for successive one-year periods, unless either party provides prior written notice of non-renewal.

Pursuant to the Geisler Employment Agreement, Mr. Geisler's annual base salary was set at $600,000 and is subject to increase by our board of directors based on Mr. Geisler's performance. Mr. Geisler is eligible to participate in our annual cash bonus program with an annual cash bonus opportunity of up to 120% of base salary, along with our defined contribution, health, insurance, retirement and other benefit plans as provided to our similarly situated executives. In the event Mr. Geisler elects not to participate in our medical or dental plans, we will continue to pay for his current medical and dental plan (or any reasonable equivalent plan acceptable to Mr. Geisler) in lieu of participating in any such plans.

John Meloun

In June 2021, we entered into an employment agreement with Mr. Meloun (the "Meloun Employment Agreement"). The term of the Meloun Employment Agreement initially runs from June 2021 to June 2022, after which the agreement renews annually for successive one-year periods, unless either party provides prior written notice of non-renewal.

Pursuant to the Meloun Employment Agreement, Mr. Meloun's annual base salary was set at $300,000 and is subject to increase by our board of directors based on Mr. Meloun's performance. Mr. Meloun is eligible to participate in our annual cash bonus program with an annual cash bonus opportunity of 50% of base salary, along with our defined contribution, health, insurance, retirement and other benefit plans as provided to our similarly situated executives. In the event Mr. Meloun elects not to participate in our medical or dental plans, we will continue to pay for his current medical and dental plan (or any reasonable equivalent plan acceptable to Mr. Meloun) in lieu of participating in any such plans.

Ryan Junk

In June 2021, we entered into an employment agreement with Mr. Junk (the "Junk Employment Agreement"). The term of the Junk Employment Agreement initially runs from June 2021 to June 2022, after which the agreement renews annually for successive one-year periods, unless either party provides prior written notice of non-renewal.

Pursuant to the Junk Employment Agreement, Mr. Junk annual base salary, now $300,000, is subject to increase by our board of directors based on Mr. Junk's performance. Mr. Junk is eligible to participate in our annual cash bonus program with an annual cash bonus opportunity of 35% of base salary, along with our defined contribution, health, insurance, retirement and other benefit plans as provided to our similarly situated executives. In the event Mr. Junk elects not to participate in our medical or dental plans, we will continue to pay for his current medical and dental plan (or any reasonable equivalent plan acceptable to Mr. Junk) in lieu of participating in any such plans.

Management Services and Consulting Agreement

As discussed in more detail under "Certain Relationships and Related Party Transactions—Management Services Agreement," in 2020, H&W Franchise Holdings was party to a Management Services Agreement with H&W Investco Management LLC, pursuant to which H&W Investco Management LLC provided certain management, advisory, consulting and strategic planning services to H&W Franchise Holdings and its subsidiaries, including us. Pursuant to the Management Services Agreement, H&W Franchise Holdings agreed to pay H&W Investco Management LLC an annual fee of $750,000 and reimburse H&W Investco Management LLC for reasonable out-of-pocket expenses.

In connection with the Management Services Agreement, in 2020 H&W Investco Management LLC was party to a consulting agreement with Mr. Geisler. Pursuant to this consulting agreement, Mr. Geisler agreed to provide certain consulting services related to managing us pursuant to the Management Services Agreement. In exchange for these services, H&W Investco Management LLC agreed to pay Mr. Geisler a consulting fee of

$400,000 per year. This payment is in addition to the $400,000 of annual base salary payable to Mr. Geisler under the Geisler Employment Agreement. A total of $400,000 was payable to Mr. Geisler under the consulting agreement for these consulting services in 2020.

The Management Services Agreement and the consulting agreement will terminate automatically on consummation of this offering.

Equity Compensation Plans and Outstanding Awards

We maintain the First Amended and Restated Profits Interest Plan of H&W Franchise Holdings LLC (the "Profits Interest Plan"), in order to provide eligible employees of H&W Franchise Holdings or its affiliates with an opportunity to participate in our future. Under the Profits Interest Plan, we have granted to each of our Named Executive Officers awards of Class B units in H&W Franchise Holdings (the "Incentive Units"), that are intended to be "profits interests" for income tax purposes. A profits interest award provides the award holder with value only if and to the extent that we grow in value following the grant of the award.

Incentive Unit Awards—Current Terms and Conditions

Except as noted below, one-half of the Incentive Units granted to each of our Named Executive Officers, referred to here as service-vesting units, are scheduled to vest over a specific schedule, subject only to the recipient's continued service through the applicable vesting date. All service-vesting units would vest upon the recipient's continued service through a Sale of the Company. For this purpose, Sale of the Company is generally defined as a sale or transfer of all or substantially all of the assets of H&W Franchise Holdings or any of its subsidiaries.

Except as noted below, the other half of the Incentive Units granted to each recipient, referred to here as performance-vesting units, are eligible to vest upon a Sale of the Company if, upon the Sale of the Company, H&W Investco, L.P. realizes net cash proceeds from the Sale of the Company representing a designated multiple from as low as 1.4x to as high as 4x of its aggregate equity investment in our company.

An award of Incentive Units was granted to Mr. Geisler on October 25, 2018 that provided for 24,300 performance-vesting units. An award to Mr. Geisler on October 24, 2018 that provided for 62,148 Incentive units provided that the first tranche of service-vesting units were vested as of the date of grant, with the remainder vesting on continued service through May 2, 2019, 2020 and 2021. An award was granted to Mr. Geisler on October 1, 2019 that provided for 25,000 performance-vesting units.

Incentive Unit Awards—2020 Grants

In 2020 we granted an award of Incentive Units to Mr. Junk that provides for 907.5 performance-vesting units and 907.5 service-vesting units. This award has a participation threshold of $244.46. 453.75 Incentive Units vested on August 11, 2020, 226.87 Incentive Units vested on February 27, 2021, and the remaining 226.87 units vest on February 27, 2022, subject to continued service.

Incentive Unit Awards—Treatment in Connection with this Offering

In connection with this offering and the transaction described in "Organizational Structure – The Reorganization Transactions," we expect that the Incentive Units will be reclassified into LLC Units of Xponential Holdings LLC (the "Reclassified Incentive Units") and will remain subject to the vesting terms described below. In connection with the Reorganization Transactions, newly issued shares of Class B common stock will be issued to each holder of vested Reclassified Incentive Units on a one-for-one basis to such holder's vested Reclassified Incentive Units. In addition, Xponential Fitness, Inc. will issue shares of Class B common stock to a holder of unvested Reclassified Incentive Units on a one-for-one basis only as and when the holder's

unvested Reclassified Incentive Units vest. Once vested, the holders of Reclassified Incentive Units will have the right, pursuant to the terms of the Amended LLC Agreement, to require Xponential Holdings LLC to redeem their vested Reclassified Incentive Units for, at our election, either newly issued shares of Class A common stock on a one-for-one basis or a cash payment, pursuant to the terms of the Amended LLC Agreement.

As described above, the Incentive Units previously granted to our NEOs include "time-vesting" awards which are subject to vesting terms based on the executive's continued employment through the applicable vesting date as well as "performance-vesting" awards. The Reclassified Incentive Units received in respect of such "time-vesting" Incentive Units will be subject to the same vesting terms as applied to the Incentive Units. The vesting terms for the Reclassified Incentive Units received in respect of "performance-vesting" Incentive Units will be amended in connection with the Reorganization Transactions to be subject to the achievement of a specified per share price for our Class A common stock for 25 of 30 consecutive trading days following the end of the 180-day lock-up period, rather than the original performance-vesting goals that were based upon the achievement of designated multiples of H&W Investco, L.P. aggregate equity investment in Xponential Holdings LLC.

Upon the occurrence of a Sale of the Company after the completion of this offering, all outstanding time-based Reclassified Incentive Units will become fully vested, subject to the employee's continued employment through such event. In addition, our Human Capital Management Committee may, in its sole discretion, provide for the full acceleration of any portion of the Incentive Units (or, following the completion of this offering, the unvested Reclassified Incentive Units) at any time and for any reason. On a termination of employment for any reason other than for Cause (as defined in the applicable award agreement), any unvested Incentive Units (or, following the completion of this offering, vested and unvested Reclassified Incentive Units) will be forfeited, and on a termination of employment for Cause, all vested and unvested Incentive Units (or, following the completion of this offering, vested Reclassified Incentive Units) are forfeited. Vested Incentive Units (or, following the completion of this offering, Reclassified Incentive Units) are subject to a call right at a price equal to fair market value for 180 days following a termination of employment for any reason; provided, however, that the repurchase price will be the lesser of cost and fair market value if the termination of employment is by the employer for Cause or by the holder without Good Reason.

IPO Restricted Stock Unit Awards

In connection with the consummation of this offering, we intend to grant restricted stock units ("RSUs") under our 2021 Plan described below to certain senior employees, including Ryan Junk, to provide retention incentives to these individuals. In some cases, the RSUs are also being granted in replacement of existing compensation arrangements relating to the performance of specified business units of the company that these senior employees were responsible for.

These RSUs will be subject to the terms of the 2021 Incentive Plan and individual award agreements to be entered into when the RSUs are formally approved and granted. Unvested RSUs will accrue dividend equivalents, which will not be paid out unless and until the share with respect to which a dividend equivalent was accrued is vested and delivered to the holder.

These RSUs will vest as follows: 50% of the RSUs will vest on the twelve month anniversary of the date of grant (which is anticipated to be at or immediately following the closing of this offer), an additional 25% of the RSUs will vest on the eighteen month anniversary of the date of grant and the remaining 25% of the RSUs will vest on the twenty-four month anniversary of the date of grant, in each case subject to the holder's continued employment through such vesting date.

2021 Omnibus Incentive Plan

We expect that our 2021 Omnibus Incentive Plan (the "2021 Plan") will become effective in connection with this offering. The 2021 Plan provides for the grant of equity-based awards to our employees, consultants, service providers and non-employee directors.

Administration. The 2021 Plan will be administered by the Human Capital Management Committee (the "Committee") of our board of directors, unless another committee is designated by our board of directors. The Committee will have the authority to, among other actions, determine eligible participants, the types of awards to be granted, the number of shares covered by any awards, the terms and conditions of any awards (and amend any terms and conditions) and the methods by which awards may be settled, exercised, cancelled, forfeited or suspended.

Shares Reserve; Adjustments. The maximum number of shares of our Class A common stock available for issuance under the 2021 Plan will not exceed in the aggregate the sum of (i) shares of Class A common stock and (ii) the number of shares of our Class A common stock issuable pursuant to awards previously granted under the Profits Interests Plan (taking into account any conversion of such outstanding Awards). Any shares underlying substitute awards, shares remaining available for grant under a plan of an acquired company and awards that are forfeited, cancelled, expired, terminated or are otherwise lapsed, in whole or in part, or are settled in cash or withheld by us in respect of taxes, will become available for future grant under our 2021 Plan. Any shares of Class A common stock issuable upon settlement of RSUs described in "—IPO Restricted Stock Unit Awards" will be issued under the 2021 Plan, reducing the shares of our Class A common stock issuable under the 2021 Plan.

In the event of certain changes in our corporate structure, including any extraordinary dividend or other distribution, recapitalization, stock split, reorganization, merger, consolidation, spin-off or other similar corporate transaction or event affecting our common stock, or changes in applicable laws, regulations or accounting principles, the Committee will make appropriate adjustments to prevent undue enrichment or harm to the number and type of common shares subject to awards, and to the grant, purchase, exercise or hurdle price for any award.

Non-Employee Director Limits. Under the 2021 Plan, the maximum number of shares of our Class A common stock subject to an award granted during a single fiscal year to any non-employee director, taken together with any cash fees paid during the fiscal year, in respect to the non-employee director's service as a member of our board of directors during such year, shall not exceed $650,000 in total value or (ii) in the event such non-employee director is first appointed or elected to the board of directors, $1,000,000 in total value during the initial annual period, in each case calculating the value of any equity awards based on the grant date fair value of such equity awards for financial reporting purposes.

Stock Options. The 2021 Plan permits the grant of incentive stock options to employees and/or nonstatutory stock options to all eligible participants. The exercise price of stock options may not be less than the fair market value of our Class A common stock on the grant date, provided that if an incentive stock option is granted to a 10% stockholder, the exercise price may not be less than 110% of the fair market value of our Class A common stock, and the term of the options may not exceed 10 years (or five years in the case of an incentive stock option granted to a 10% stockholder). The Committee will determine the method of payment of the exercise price. The Committee may provide that, to the extent a stock option is not previously exercised as to all of the shares of our Common Stock subject thereto, and, if the fair market value of one share of our Class A common stock is greater than the exercise price then in effect, then the stock option shall be deemed automatically exercised immediately before its expiration.

Stock Appreciation Rights. The 2021 Plan permits the grant of stock appreciation rights, which entitle the holder to receive shares of our Class A common stock or cash having an aggregate value equal to the

appreciation in the fair market value of our Class A common stock between the grant date and the exercise date, times the number of shares of our Class A common stock subject to the award. The exercise price of stock appreciation rights may not be less than the fair market value of our common stock on the date of grant. The Committee may provide that, to the extent a stock appreciation right is not previously exercised as to all of the shares of our Common Stock subject thereto, and, if the fair market value of one common share is greater than the exercise price then in effect, then the stock appreciation right shall be deemed automatically exercised immediately before its expiration.

Restricted Stock and Restricted Stock Units. The 2021 Plan permits the grant of restricted stock and restricted stock units. Restricted stock awards are grants of shares of our Class A common stock, subject to certain condition and restrictions as specified in the applicable award agreement. Restricted stock units represent the right to receive shares of our Class A common stock (or a cash amount equal to the value of our Class A common stock) on future specified dates. The Committee will determine the form or forms in which payment of the amount owing upon settlement of a restricted stock unit may be made.

Performance Awards. The 2021 Plan permits the grant of performance awards which are payable upon the achievement of performance goals determined by the Committee. The Committee may, in its discretion, increase or reduce the amount of a settlement otherwise to be made in connection with a performance award.

Other Cash-Based and other Stock-Based Awards. The 2021 Plan permits the grant of other cash-based and other stock-based awards, the terms and conditions of which will be determined by the Committee and specified in the applicable award agreement.

Minimum Vesting Requirements. Awards granted under the 2021 Plan are required to vest over a period at not less than one year from the grant date, provided that the following awards will not be subject to this requirement (i) shares of Class A common stock delivered in lieu of fully vested cash awards and (ii) any additional awards that the Committee may grant with such other vesting requirements, if any, as the Committee may establish up to 5% of shares available for issuance under the 2021 Plan.

Termination of Service. In the event of a participant's termination of service, as defined in the 2021 Plan, the Committee may determine the extent to which an award may be exercised, settled, vested, paid or forfeited prior to the end of a performance period, or the vesting, exercise or settlement of such award.

Change in Control. In the event of a change in control, as defined in the 2021 Plan, the Committee may take certain actions with respect to outstanding awards, including the continuation or assumption of awards, substitution or replacement of awards by a successor entity, acceleration of vesting and lapse of restrictions, determination of the attainment of performance conditions for performance awards or cancellation of awards in consideration of a payment.

Dissolution or Liquidation. In the event of the dissolution or liquidation of our company, each award will be terminated immediately prior to the consummation of such action, unless otherwise determined by the Committee.

No Repricing. Except pursuant to an adjustment by the Committee permitted under the 2021 Plan, no action may directly or indirectly reduce the exercise or hurdle price of any award established at the time of grant without stockholder approval.

Plan Amendment or Termination. The Committee has the authority to amend, suspend, discontinue or terminate the 2021 Plan, provided that no such action may be taken without stockholder approval if the approval is necessary to comply with a tax or regulatory requirement or other applicable law for which the Committee deems it necessary or desirable to comply. No amendment may in general adversely and materially affect a participant's rights under any outstanding award without such participant's written consent.

Term of the Plan. No awards may be granted under the 2021 Plan after our board of directors terminates the plan, the maximum number of shares available for issuance has been issued or 10 years from the effective date, whichever is earlier.

2021 Employee Stock Purchase Plan

We expect that our Employee Stock Purchase Plan (the "ESPP") will become effective on a date to be specified by the Committee following the completion of this offering. The ESPP will provide our employees and employees of participating subsidiaries with an opportunity to acquire a proprietary interest in our company through the purchase of shares of our Class A common stock. Initially, the ESPP will not be intended to qualify as an "employee stock purchase plan" under Section 423 of the Internal Revenue Code of 1986, as amended (the "Code"). From and after such date as the Committee, in its discretion, determines that the ESPP is able to satisfying the requirements under Section 423 of the Code and that it will operate the ESPP in accordance with such requirements, the ESPP will be intended to qualify as an "employee stock purchase plan" under Section 423 of the Code and the ESPP will be interpreted in a manner that is consistent with that intent.

Administration. Our ESPP will be administered by the Committee, which will have the authority to take any actions necessary or desirable for the administration of the ESPP, including adopting sub-plans applicable to particular participating subsidiaries or locations, which sub-plans may be designed to be outside the scope of Section 423 of the Code, or special rules applicable to participants in particular participating subsidiaries or particular locations. The Committee may change the minimum amounts of compensation (as defined in the ESPP) for payroll deductions, the frequency with which a participant may elect to change his or her rate of payroll deductions, the dates by which a participant is required to submit an enrollment form and the effective date of a participant's withdrawal from the ESPP due to a termination or transfer of employment or change in employment status.

Shares Reserved. The maximum number of shares of our Class A common stock available for issuance under the ESPP will initially not exceed in the aggregate shares of our Class A common stock. The share pool will be increased on the first day of each fiscal year in an amount equal to the lesser of (i) shares of our Class A common stock and (ii) % of the aggregate number of shares of our Class A common stock (on a fully diluted basis) on the last day of the immediately preceding fiscal year.

Eligibility. Unless otherwise determined by the Committee in a manner that is consistent with Section 423 of the Code, any employee of ours or a participating subsidiary who is customarily employed for at least 20 hours per week and more than five months in any calendar year is eligible to participate in an offering period, subject to the requirements of Section 423 of the Code. An eligible employee will not be granted an option if such grant would result in the employee owning 5% or more of the total combined voting power or value of all classes of our and our subsidiaries' stock or if such grant would permit the employee to purchase our and our subsidiaries' stock at a rate that exceeds $25,000 of the fair market value of the stock for each calendar year in which such option is outstanding at any time.

Offering Periods. Unless otherwise determined by the Committee, each offering period under the ESPP will have a duration of six months commencing on January 1 or June 1. The initial offering period under the ESPP will commence on a date to be specified by the Committee following the completion of this offering.

Participation. Participation in the ESPP is voluntary. Eligible employees may elect to participate in the ESPP by completing an enrollment form and submitting it in accordance with the enrollment procedures established by the Committee, upon which the employee authorizes payroll deductions from his or her paycheck on each payroll date during the offering period in an amount equal to at least 1% of his or her compensation.

Participants may decrease (but not increase) their rate of payroll deductions only once during an offering period (twice during the initial offering period) by submitting a new enrollment form which must be submitted at

least fifteen (15) days before the purchase date (as defined in the ESPP). The deduction rate selected for an offering period will remain in effect for subsequent offering periods unless the participant (i) submits a new enrollment form authorizing a new rate of payroll deductions, (ii) withdraws from the ESPP or (iii) terminates employment or otherwise becomes ineligible to participate in the ESPP.

Grant and Exercise of Options. Each participant will be granted, on the first trading day of each offering period, an option to purchase, on the last trading day of the offering period, a number of shares of our Class A common stock determined by dividing the participant's accumulated payroll deductions by the applicable purchase price. The purchase price for the option will equal to 85% of the fair market value of a share on the purchase date. A participant's option will be exercised automatically on the purchase date to purchase the maximum number of whole shares of our Class A common stock that can be purchased with the amounts in the participant's notional account. The maximum number of shares of our Class A common stock that may be purchased by all participants during a single offering period may not exceed shares of Class A common stock (on a fully diluted basis) on the effective date of this offering (the "Offering Period Limit").

Withdrawal. Participants may withdraw from an offering at any time prior to the last day of the offering period by submitting a revised enrollment form indicating his or her election to withdraw at least fifteen (15) days before the purchase date. The accumulated payroll deductions held on behalf of the participant in his or her notional account will be paid to the participant promptly following receipt of the participant's revised enrollment form indicating their election to withdraw, and the participant's option will be automatically terminated.

*Termination of Employment; Change in Employment Status; Transfer of Employment.*On termination of a participant's employment for any reason, or a change in the participant's employment status following which the participant is no longer an eligible employee, the participant will be deemed to have withdrawn from the ESPP effective as of the date of such termination of employment or change in status, the accumulated payroll deductions remaining in the participant's notional account will be returned to the participant, and the participant's option will be automatically terminated.

Oversubscribed Offerings. If the Committee determines that, on a particular purchase date, the number of shares with respect to which options are to be exercised either exceeds the number of shares available under the ESPP or the Offering Period Limit, the shares will be allocated pro rata in a uniform manner as practicable and as the Committee deems equitable.

Adjustments Upon Changes in Capitalization; Corporate Transactions. In the event of any dividend or other distribution, recapitalization, stock split, reorganization, merger, consolidation, spin-off, combination, repurchase, or exchange of shares or other securities of our company or other change in our company's structure affecting our Class A common stock, then in order to prevent dilution or enlargement of the benefits intended to be made available under the ESPP, the Committee will make equitable adjustments to the number and class of shares that may be issued under the ESPP, the purchase price per share, and the number of shares covered by each outstanding option.

In the event of a corporate transaction (as defined in the ESPP), each outstanding option will be assumed (or an equivalent option substituted) by the successor corporation or a parent or subsidiary of such successor corporation. If the successor corporation refuses to assume or substitute such option, the offering period will be shortened by setting a new purchase date on which the offering period will end. The new purchase date for the offering period will occur before the date of the corporate transaction.

Dissolution or Liquidation. Unless otherwise determined by the Committee, in the event of a proposed dissolution or liquidation of our company, any offering period in progress will be shortened by setting a new purchase date and the offering period will end immediately prior to the proposed dissolution or liquidation. Participants will be provided with written notice of the new purchase date and that the participant's option will be exercised automatically on such date, unless before such time, the participant has withdrawn from the offering.

Amendment and Termination. The Committee may, in its sole discretion, amend, suspend or terminate the ESPP at any time and for any reason. The Committee may elect, upon termination of the ESPP, to terminate any outstanding offering period either immediately or once shares have been purchased on the next purchase date or permit the offering period to expire in accordance with its terms.

Potential Payments upon Termination of Change in Control

Anthony Geisler

Pursuant to the Geisler Employment Agreement, if Mr. Geisler's employment is terminated (i) by us without "cause" (as defined in the Geisler Employment Agreement) or (ii) by Mr. Geisler for "good reason" (as defined in the Geisler Employment Agreement), and Mr. Geisler executes a release of all claims in substance and form satisfactory to us, Mr. Geisler will be entitled to severance payments of 12 months' base salary, payable in periodic installments according to our regular payroll practices.

John Meloun

Pursuant to the Meloun Employment Agreement, if Mr. Meloun's employment is terminated (i) by us without "cause" (as defined in the Meloun Employment Agreement) or (ii) by Mr. Meloun for "good reason" (as defined in the Meloun Employment Agreement), and Mr. Meloun executes a release of all claims in substance and form satisfactory to us, Mr. Meloun will be entitled to severance payments of nine months' base salary, payable in periodic installments according to our regular payroll practices.

Ryan Junk

Pursuant to the Junk Employment Agreement, if Mr. Junk's employment is terminated (i) by us without "cause" (as defined in the Junk Employment Agreement) or (ii) by Mr. Junk for "good reason" (as defined in the Junk Employment Agreement), and Mr. Junk executes a release of all claims in substance and form satisfactory to us, Mr. Junk will be entitled to severance payments of six months' base salary, payable in periodic installments according to our regular payroll practices.

Retirement, Health, Welfare and Additional Benefits

We maintain a tax-qualified retirement plan (the "401(k) Plan"), that provides eligible employees with an opportunity to save for retirement on a tax-advantaged basis. The 401(k) Plan permits us to make matching contributions and profit sharing contributions to eligible participants. Eligible employees are able to participate in the 401(k) Plan one month following their start date, and will be eligible for matching contributions after one year of service. Participants are able to defer up to 100% of their eligible compensation subject to applicable annual Code limits. All participants' interests in their deferrals are 100% vested when contributed. Participants vest into matching contributions and profit sharing contributions over a two- and six-year period, respectively.

In 2020, we provided for a discretionary match of 100% of the first 4% of compensation contributed to the 401(k) Plan for each participant. The amount we contributed on behalf of each Named Executive Officer in 2020, if any, is reflected above under "—Summary Compensation Table."

Outstanding Equity Awards at Fiscal Year End

The following table sets forth information concerning outstanding equity incentive plan awards for our Named Executive Officers as of the end of our fiscal year ended December 31, 2020.

	Incentive Unit Awards			
Name	Number of Incentive Units That Have Not Vested (#)	Market Value of Incentive Units That Have Not Vested ($)(1)	Equity Incentive Plan Awards: Number of Unearned Incentive Units or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Incentive Units or Other Rights That Have Not Vested ($)(1)
Anthony Geisler	5,523.1(2)	775,277.55	22,092.4(3)	3,101,110.19
	7,768.5(4)	804,428.18	31,074.0(5)	3,217,712.20
			24,300.0(6)	0
			25,000.0(7)	0
John Meloun	2,148.8(8)	222,508.24	4,297.7(9)	445,026.84
Ryan Junk	303.8(10)	41,887.94	607.5(11)	83,762.10
	453.8(12)	0	907.5(13)	0

(1) Reflects the value of each award based on the value of a common unit as of December 31, 2020, which was $238.55 per unit and subject to a participation threshold.

(2) Represents unvested Incentive Units under an award granted August 17, 2017, with an initial participation threshold of $92.01, which was adjusted to $98.18 in connection with an assumption of the award by H&W Franchise Holdings. This portion of the award vests in annual installments on the first four anniversaries of the grant date.

(3) Represents unvested Incentive Units under an award granted August 17, 2017 with an initial participation threshold of $92.01, which was adjusted to $98.18 in connection with an assumption of the award by H&W Franchise Holdings. This portion of the award vests upon continued service through a Sale of the Company as defined in the profit interest award agreement if H&W Investco, L.P. realizes net cash proceeds of between 2.2307x to 3.0769x of its equity investment in our company.

(4) Represents unvested Incentive Units under an award granted October 24, 2018 with a participation threshold of $135.00. This portion of the award vests in four equal installments including on the grant date, and the first three anniversaries of May 2, 2018.

(5) Represents unvested Incentive Units under an award granted October 24, 2018 with a participation threshold of $135.00. This portion of the award vests upon continued service through a Sale of the Company as defined in the profit interest award agreement if H&W Investco, L.P. realizes net cash proceeds of between 1.4x to 4x of its equity investment in our company.

(6) Represents unvested Incentive Units under an award granted October 25, 2018 with a participation threshold of $255.00. This portion of the award vests upon continued service through a Sale of the Company as defined in the profit interest award agreement if H&W Investco, L.P. realizes net cash proceeds of 4x of its equity investment in our company.

(7) Represents unvested Incentive Units under an award granted October 1, 2019 with a participation threshold of $365.16. This portion of the award vests upon continued service through a Sale of the Company as defined in the profit interest award agreement if H&W Investco, L.P. realizes net cash proceeds of at least 4x of its equity investment in our company.

(8) Represents unvested Incentive Units under an award granted October 24, 2018 with a participation threshold of $135.00. This portion of the award vests in annual installments on the first four anniversaries of July 2, 2018.

(9) Represents unvested Incentive Units under an award granted October 24, 2018 with a participation threshold of $135.00. This portion of the award vests upon continued service through a Sale of the Company as defined in the profit interest award agreement if H&W Investco, L.P. realizes net cash proceeds of between 2.2307x to 3.0769x of its equity investment in our company.

(10) Represents unvested Incentive Units under an award granted February 27, 2018 with a participation threshold of $100.67. This portion of the award vests in annual installments on the first four anniversaries of February 27, 2018.

(11) Represents unvested Incentive Units under an award granted February 27, 2018 with a participation threshold of $100.67. This portion of the award vests upon continued service through a Sale of the Company as defined in the profit interest award agreement if H&W Investco, L.P. realizes net cash proceeds of between 2.2307x to 3.0769x of its equity investment in our company.

(12) Represents unvested Incentive Units under an award granted August 11, 2020 with a participation threshold of $244.46. This portion of the award vested 453.75 incentive units on August 11, 2020, 226.87 incentive units vested on February 27, 2021, and the remaining in 226.87 units vest on February 27, 2022.

(13) Represents unvested Incentive Units under an award granted August 11, 2020 with a participation threshold of $244.46. This portion of the award vests upon continued service through a Sale of the Company as defined in the profit interest award agreement if H&W Investco, L.P. realizes net cash proceeds of between 3.0x to 4.0x of its equity investment in our company.

Non-Employee Director Compensation

The table below shows the equity and other compensation granted to ournon-employee directors for fiscal 2020.

Name	Fees Earned or Paid in Cash ($)	Stock Awards(1) ($)	All Other Compensation(2) ($)	Total ($)
Brenda Morris	65,000	—	—	65,000
Mark Grabowski	—	—	262,500	262,500
Marc Magliacano (3)	—	—	—	—

(1) As of December 31, 2020, Ms. Morris held 1,215 Incentive Units that fully vested on May 29, 2021.

(2) For Mr. Grabowski, reflects fees paid under the Management Services Agreement with H&W Investco Management LLC. In 2020 we incurred $750,000 for services under this agreement, which $350,000 and $400,000 were payable to Snapdragon Capital Partners, with which Mr. Grabowski is affiliated, and Mr. Geisler respectively. In 2020, payments of $300,000 and $262,500 were paid, and the remaining balance were deferred and expected to be paid in 2021. Of this amount, H&W Investco Management LLC was bound to pay $400,000 to Mr. Geisler in compensation for his services to us under this Management Services Agreement.

(3) Mr. Magliacano resigned from his position as a member of our Board on June 24, 2021.

As discussed in more detail under the title "Certain Relationships and Related Party Transactions—Management Services Agreement" below, in 2020 H&W Franchise Holdings was party to a Management Services Agreement with H&W Investco Management LLC under which we accrued $795,000 in fees and expenses payable to H&W Investco Management LLC in exchange for certain management, advisory or the consulting services for that year. Mr. Grabowski is the sole owner of H&W Investco Management LLC. H&W Investco Management LLC is separately party to a consulting agreement with Mr. Geisler under which it has agreed to pay Mr. Geisler a consulting fee of $400,000 per year for services rendered to us pursuant to the Management Services Agreement. The Management Services Agreement and consulting agreement will be terminated in connection with this offering.

We entered into a Board of Managers Agreement (the "Morris Managers Agreement") with Ms. Morris in connection with her appointment to our board of directors. The Morris Managers Agreement provides Ms. Morris with annual compensation of $50,000, an annual retainer $15,000 in recognition of her service as the chair of our Audit Committee and reimbursements for reasonable expenses she incurs in connection with her service on our board of directors. It is anticipated that Ms. Morris will participate in any non-employee director compensation policy of ours once adopted.

In connection with this offering, we anticipate that we will be adopting an Outside Director Compensation Policy, or Policy, pursuant to which our non-employee directors will receive equity awards and cash retainers as compensation for service on our board of directors and its committees effective on or soon after the date of the closing of this offering. This Policy is intended to enable us to attract qualified non-employee directors, provide them with compensation at a level that is consistent with our compensation objectives and, in the case of equity-based compensation, align their interests with those of our stockholders.

Under this Policy, non-employee directors will receive the following annual cash retainers, payable in quarterly installments:

- Board member: $75,000
- Non-executive board chair: $25,000
- Lead director: $20,000
- Audit committee chair: $15,000
- Audit committee member: $5,000
- Human Capital Management committee chair: $10,000
- Human Capital Management committee member: $5,000
- Nominating and Corporate Governance committee chair: $10,000
- Nominating and Corporate Governance committee member: $5,000

Under this Policy, non-employee directors will also receive equity-based awards with a grant date value of $75,000, subject to continued service on the board through the applicable vesting date(s). Each non-employee director joining the board after the effective date of this offering will receive a pro-rated equity award upon first joining our board of directors. In addition, we will reimburse all of our non-employee directors for their reasonable travel expenses incurred in attending meetings of our board of directors or committees. Our non-employee directors may also be eligible to receive other compensation and benefits, including reasonable personal benefits and perquisites, as determined by the Board of Directors from time to time.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

We describe below transactions and series of related transactions, since January 1, 2018 or currently proposed, in which:

- we or any of our subsidiaries have been or will be a participant;
- the amounts involved exceeded or will exceed $120,000; and
- any of our directors, executive officers or beneficial holders of more than 5% of any class of our capital stock, or any immediate family member of, or person sharing a household with, any of these individuals, had or will have a direct or indirect material interest.

Other than as described below, there have not been, nor are there any currently proposed, any transactions or series of transactions meeting these criteria to which we have been or will be a party, other than compensation and employment arrangements, which are described where required under "Management" and "Executive Compensation."

In this section, terms such as "we," "us" and "our" refer to Xponential Fitness LLC with respect to transactions and events arising before February 24, 2020. Xponential Fitness LLC became a wholly owned subsidiary of Xponential Holdings LLC on February 24, 2020.

Amended LLC Agreement

In connection with the Reorganization Transactions, Xponential Fitness, Inc., Xponential Holdings LLC and each of the ContinuingPre-IPO LLC Members will enter into the Amended LLC Agreement. Following the Reorganization Transactions, and in accordance with the terms of the Amended LLC Agreement, we will operate our business through Xponential Holdings LLC. Pursuant to the terms of the Amended LLC Agreement, so long as the Continuing Pre-IPO LLC Members continue to own any LLC Units or securities redeemable or exchangeable into shares of our Class A common stock, we will not, without the prior written consent of such holders, engage in any business activity other than the management and ownership of Xponential Fitness LLC or own any assets other than securities of Xponential Holdings LLC and/or any cash or other property or assets distributed by or otherwise received from Xponential Holdings LLC, unless we determine in good faith that such actions or ownership are in the best interest of Xponential Holdings LLC.

As the managing member of Xponential Holdings LLC, we will have control over all of the affairs and decision making of Xponential Holdings LLC. As such, through our officers and directors, we will be responsible for all operational and administrative decisions of Xponential Fitness LLC through our ownership of Xponential Holdings LLC and the day-to-day management of Xponential Fitness LLC's business through our ownership of Xponential Holdings LLC. We will fund any dividends to our stockholders by causing Xponential Holdings LLC to make distributions to the holders of LLC Units and us, subject to the limitations imposed by our debt agreements. See "Dividend Policy."

Substantially concurrently with this offering we will acquire Preferred Units that mirror the designations, preferences and other rights of the Convertible Preferred we issued to the Preferred Investors. For example, upon the conversion of our Convertible Preferred into Class A common stock, the Amended LLC Agreement provides for the conversion of an equivalent number of Preferred Units into LLC Units. Prior to any repurchase or redemption of the Convertible Preferred by us, the Amended LLC Agreement provides that Xponential Holding LLC shall repurchase or redeem an equal number of Preferred Units in exchange for the same consideration that is to be paid by us in the repurchase or redemption of the Convertible Preferred.

Net profits and net losses of Xponential Holdings LLC will generally be allocated to holders of LLC Units pro rata in accordance with the percentages of their respective ownership of LLC Units, though certain non-pro rata adjustments will be made to reflect tax depreciation, amortization and other allocations. The Amended LLC Agreement will provide for (i) distributions to us to fund the cash dividends payable by us to the holders of Convertible Preferred and to allow us to fund our tax obligation in respect of income allocated to us by reason of our ownership of Preferred Units and (ii) pro rata cash distributions to the holders of LLC Units for purposes of funding their tax obligations in respect of the taxable income of Xponential Holdings LLC that is allocated to them. Generally, these tax distributions will be computed based on Xponential Holdings LLC's estimate of the net taxable income of Xponential Holdings LLC allocable to the holders of LLC Units multiplied by an assumed tax rate equal to the highest effective marginal combined U.S. federal, state and local income tax rate prescribed for an individual or corporate resident of California Or New York, whichever is higher (taking into account the non-deductibility of certain expenses and the character of our income).

Except as otherwise determined by us, if at any time we issue a share of our Class A common stock, the net proceeds received by us with respect to such share, if any, shall be concurrently invested in Xponential Holdings LLC and Xponential Holdings LLC shall issue to us one LLC Unit (unless such share was issued by us solely to fund the purchase of an LLC Unit from a holder of LLC Units (upon an election by us to exchange such LLC Unit in lieu of redemption following a redemption request by such holder of LLC Units, in which case such net proceeds shall instead be transferred to the selling holder of LLC Units as consideration for such purchase, and Xponential Holdings LLC will not issue an additional LLC Unit to us)). Similarly, except as otherwise determined by us, (i) Xponential Holdings LLC will not issue any additional LLC Units to us unless we issue or sell an equal number of shares of our Class A common stock and (ii) should Xponential Holdings LLC issue any additional LLC Units to the Pre-IPO LLC Members or any other person, we will issue an equal number of shares of our Class B common stock to such Pre-IPO LLC Members or any other person. Conversely, if at any time any shares of our Class A common stock or Convertible Preferred are redeemed, purchased or otherwise acquired by us, Xponential Holdings LLC will redeem, purchase or otherwise acquire an equal number of LLC Units or Preferred Units, as applicable held by us, upon the same terms and for the same price per security, as the shares of our Class A common stock or Convertible Preferred are redeemed, purchased or otherwise acquired by us. In addition, Xponential Holdings LLC will not effect any subdivision (by any unit split, unit distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse unit split, reclassification, reorganization, recapitalization or otherwise) of the LLC Units or Preferred Units unless it is accompanied by substantively identical subdivision or combination, as applicable, of each class of our common stock or Convertible Preferred, as applicable, and we will not effect any subdivision or combination of any class of our common stock or Convertible Preferred unless it is accompanied by a substantively identical subdivision or combination, as applicable, of the LLC Units or Preferred Units, as applicable.

Under the Amended LLC Agreement, the holders of LLC Units (other than us) will have the right, from and after the completion of this offering (subject to the terms of the Amended LLC Agreement), to require Xponential Holdings LLC to redeem all or a portion of their LLC Units for, at our election, newly-issued shares of Class A common stock on a one-for-one basis or a cash payment equal to the volume-weighted average market price of one share of our Class A common stock for each LLC Unit redeemed (subject to customary adjustments, including for stock splits, stock dividends, reclassifications, and a unit split to optimize the Company's capital structure to facilitate this offering) or the net proceeds from a substantially contemporaneous offering of our Class A common stock in accordance with the Amended LLC Agreement. If we decide to make a cash payment, the holder of an LLC Unit has the option to rescind its redemption request within a specified time period. Upon the exercise of the redemption right, the redeeming member will surrender its LLC Units to Xponential Holdings LLC for cancellation. The Amended LLC Agreement will require that we contribute cash or shares of our Class A common stock to Xponential Holdings LLC in exchange for newly-issued LLC Units in Xponential Holdings LLC that will be issued to us in an amount equal to the number of LLC Units redeemed from the holders of LLC Units. Xponential Holdings LLC will then distribute the cash or shares of Class A common stock to such holder of an LLC Unit to complete the redemption. Additionally, in the event of a

redemption request from a holder of LLC Units, we may, at our option, effect a direct exchange of cash or Class A common stock for LLC Units in lieu of such a redemption. Whether by redemption or exchange, we are obligated to ensure that at all times the number of LLC Units that we own equals the number of shares of Class A common stock issued by us (subject to certain exceptions for treasury shares and shares underlying certain convertible or exchangeable securities). Shares of Class B common stock will be cancelled on a one-for-one basis if we, following a redemption request from a holder of LLC Units, redeem or exchange LLC Units of such holder pursuant to the terms of the Amended LLC Agreement.

The Amended LLC Agreement provides that, in the event that a tender offer, share exchange offer, issuer bid, take-over bid, recapitalization or similar transaction with respect to our Class A common stock is proposed by us or our stockholders and approved by our board of directors or is otherwise consented to or approved by our board of directors, the holders of LLC Units will be permitted to participate in such offer by delivery of a notice of redemption or exchange that is effective immediately prior to the consummation of such offer. In the case of any such offer proposed by us, we are obligated to use our reasonable best efforts to enable and permit the holders of LLC Units to participate in such offer to the same extent or on an economically equivalent basis as the holders of shares of our Class A common stock without discrimination. In addition, we are obligated to use our reasonable best efforts to ensure that the holders of LLC Units may participate in each such offer without being required to redeem or exchange LLC Units.

Subject to certain exceptions, Xponential Holdings LLC will indemnify all of its members, and their officers and other related parties, against all losses or expenses arising from claims or other legal proceedings in which such persons (in their capacity as such) may be involved or become subject to in connection with Xponential Holdings LLC's business or affairs or the Amended LLC Agreement or any related document.

Xponential Holdings LLC may be dissolved upon (i) the determination by us to dissolve Xponential Holdings LLC or (ii) any other event which would cause the dissolution of Xponential Holdings LLC under the Delaware Limited Liability Company Act, unless Xponential Holdings LLC is continued in accordance with the Delaware Limited Liability Company Act. Upon dissolution, Xponential Holdings LLC will be liquidated and the proceeds from any liquidation will be applied and distributed in the following manner: (a) first, to creditors (including creditors who are members or affiliates of members) in satisfaction of all of Xponential Holdings LLC's liabilities (whether by payment or by making reasonable provision for payment of such liabilities, including the setting up of any reasonably necessary reserves), (b) second, to us, in respect of the Preferred Units, until we have received an amount equal to the total amount we would be required to distribute in respect of all outstanding Convertible Preferred if we were to liquidate, dissolve and/or wind up and (c) third, to the members holding LLC Units in proportion to their vested LLC Units.

Tax Receivable Agreement

As described under "Organizational Structure," we will acquire certain favorable tax attributes from the Blocker Company in the Merger. In addition, acquisitions by Xponential Fitness, Inc. of LLC Units from certain Continuing Pre-IPO LLC Members in connection with this offering, future taxable redemptions or exchanges by Continuing Pre-IPO LLC Members of LLC Units for shares of our Class A common stock or cash, and other transactions described herein are expected to result in favorable tax attributes for us.

These tax attributes would not be available to us in the absence of those transactions and are expected to reduce the amount of tax that we would otherwise be required to pay in the future.

Upon the completion of this offering, we will be a party to a TRA with the Continuing Pre-IPO LLC Members and the Rumble Shareholders. Under the TRA, we generally will be required to pay to the TRA parties in the aggregate 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that we actually realize as a result of (i) certain tax attributes that are created as a result of the redemptions or exchanges of LLC Units for shares of our Class A common stock or cash, including in connection with the acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering, (ii) any

existing tax attributes associated with LLC Units we acquire, the benefit of which will be allocable to us as a result of the Merger and exchanges by Continuing Pre-IPO LLC Members of their LLC Units for shares of our Class A common stock or cash , including in connection with the acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering, (including the portion of Xponential Holdings LLC's existing tax basis in its assets that is allocable to the LLC Units that are acquired), (iii) tax benefits related to imputed interest, (iv) NOLs available to us as a result of the Merger and (v) tax attributes resulting from payments under the TRA. These payment obligations are obligations of Xponential Fitness, Inc. and not of Xponential Holdings LLC.

The payment obligations under the TRA are our obligations, and we expect that the payments we will be required to make under the TRA will be substantial. Assuming no material changes in relevant tax law and that we earn sufficient taxable income to realize all tax benefits that are subject to the TRA, we expect that the tax savings associated with (1) the Merger , (2) acquisition of LLC Units from the Pre-IPO LLC Members in connection with this offering and (3) future redemptions or exchanges of LLC Units as described above would aggregate to approximately $ over 15 years from the date of the completion of this offering, based on an assumed initial public offering price of $ per share of our Class A common stock (the midpoint of the estimated price range set forth on the cover page of this prospectus) and assuming all future redemptions or exchanges would occur within one year of the completion of this offering. Under this scenario we would be required to pay the other parties to the TRA approximately 85% of such amount, or $, over the 15-year period from the date of the completion of this offering. The actual amounts we will be required to pay may materially differ from these hypothetical amounts, because potential future tax savings that we will be deemed to realize, and TRA payments by us, will be calculated based in part on the market value of our Class A common stock at the time of each redemption or exchange of an LLC Unit for a share of Class A common stock and the prevailing applicable federal tax rate (plus the assumed combined state and local tax rate) applicable to us over the life of the TRA and will depend on our generating sufficient future taxable income to realize the tax benefits that are subject to the TRA. Payments under the TRA are not conditioned on our existing owners' continued ownership of us after this offering.

Payments under the TRA will be based on the tax reporting positions we determine, and the IRS or another tax authority may challenge all or a part of the existing tax basis, tax basis increases, NOLs or other tax attributes subject to the TRA, and a court could sustain such challenge. The TRA parties will not reimburse us for any payments previously made if such tax basis, NOLs or other tax benefits are subsequently challenged by a tax authority and are ultimately disallowed, except that any excess payments made to a TRA party will be netted against future payments otherwise to be made to such TRA party under the TRA, if any, after our determination of such excess. In addition, the actual state or local tax savings we may realize may be different than the amount of such tax savings we are deemed to realize under the TRA, which will be based on an assumed combined state and local tax rate applied to our reduction in taxable income as determined for U.S. federal income tax purposes as a result of the tax attributes subject to the TRA. In both such circumstances, we could make payments under the TRA that are greater than our actual cash tax savings, and we may not be able to recoup those payments, which could negatively impact our liquidity. The TRA provides that (1) in the event that we breach any of our material obligations under the TRA or (2) if, at any time, we elect an early termination of the TRA, our obligations under the TRA (with respect to all LLC Units, whether or not LLC Units have been exchanged or acquired before or after such transaction) would accelerate and become payable in a lump sum amount equal to the present value of the anticipated future tax benefits calculated based on certain assumptions, including that we would have sufficient taxable income to fully utilize the deductions arising from the tax deductions, tax basis and other tax attributes subject to the TRA. The TRA also provides that, upon certain mergers, asset sales or other forms of business combination, or certain other changes of control, our or our successor's obligations with respect to tax benefits would be based on certain assumptions, including that we or our successor would have sufficient taxable income to fully utilize the increased tax deductions and tax basis and other benefits covered by the TRA. As a result, upon a change of control, we could be required to make payments under the TRA that are greater than the specified percentage of our actual cash tax savings, which could negatively impact our liquidity. The change of control provisions in the TRA may result in situations where the Pre-IPO LLC Members have interests that differ from or are in addition to those of our other stockholders.

Finally, because we are a holding company with no operations of our own, our ability to make payments under the TRA depends on the ability of Xponential Holdings LLC to make distributions to us. To the extent that we are unable to make payments under the TRA for any reason, such payments will be deferred and will accrue interest until paid, which could negatively impact our results of operations and could also affect our liquidity in periods in which such payments are made.

Registration Rights Agreement

Prior to the completion of this offering, we will enter into a registration rights agreement (the "Registration Rights Agreement") with the Continuing Pre-IPO LLC Members.

At any time after the earlier of 181 days following the completion of this offering, subject to several exceptions, at least 20% of the Continuing Pre-IPO LLC Members or any affiliate of MSD Partners, L.P. or MSD Capital, L.P., or any person that is an affiliate of Mr. Grabowski, a member of our board of directors, or Mr. Geisler, our Chief Executive Officer, may require that we register for public resale under the Securities Act all or any portion of their shares of common stock constituting registrable securities that they request be registered at any time following this offering. If we become eligible to register the sale of our securities on Form S-3 under the Securities Act, which will not be until at least twelve months after the date of this prospectus, to register the sale of the registrable securities held by them on Form S-3. If we propose to register any of our securities under the Securities Act for our own account or the account of any other holder (excluding any registration related to an employee benefit plan or in connection with any dividend or distribution reinvestment or similar plan or other transaction under Rule 145 of the Securities Act), the Continuing Pre-IPO LLC Members are entitled to notice of such registration and to request that we include their registrable securities for resale on such registration statement, and we are required, subject to certain limitations, to include such registrable securities in such registration statement.

We will undertake in the Registration Rights Agreement to use our reasonable efforts to file a shelf registration statement on Form S-3 to permit the resale of the shares of common stock held by Continuing Pre-IPO LLC Members.

In connection with the transfer of their registrable securities, the parties to the Registration Rights Agreement may assign certain of their respective rights under the Registration Rights Agreement under certain circumstances. In connection with the registrations described above, we will indemnify any selling stockholders, and we will bear all fees, costs and expenses (except underwriting discounts and spreads).

Lease

On September 13, 2019, we entered into a lease agreement with Von Karman Production LLC for the building located at 17522 Von Karman Avenue, Irvine, CA. Von Karman Production LLC is owned by Anthony Geisler, our Chief Executive Officer and founder. Pursuant to the lease, we are obligated to pay monthly rent of $25,000 to Von Karman Productions LLC for an initial lease term of five years expiring on August 31, 2024. In 2019 and 2020, we paid an aggregate of approximately $130,000 and $303,000, respectively, to Von Karman Production LLC.

Equity Financing Transaction

On February 12, 2020, H&W Franchise Holdings sold 5,000,000 of its Class A-4 Units at a purchase price of $10 per unit for an aggregate purchase price of $50 million to LCAT Franchise Fitness Holdings, Inc., which is an affiliate of Mr. Magliacano, a former member of our board of directors. H&W Franchise Holdings then contributed $49.4 million, which represents the proceeds from the sale less certain expenses, to H&W Intermediate, which then contributed the $49.4 million to us. Also in February 2020, we returned $19.4 million of the contribution to H&W Intermediate. Also, in 2020, $53.8 million of the proceeds from the borrowings under the Credit Agreement were forwarded to H&W Franchise Holdings.

Credit Agreement Amendment Transactions

On August 31, 2020, substantially concurrently with the execution of the First Amendment (as discussed under "Management's Discussion and Analysis of Financial Results—Liquidity and Capital Resources—Credit Agreement"), H&W Franchise Holdings sold an aggregate of 31,896.58 of its Class A-5 Units to four entities at a purchase price of $470.27 per unit for an aggregate purchase price of $15 million. H&W Franchise Holdings sold $9.8 million of Class A-5 Units to H&W Investco, L.P. and H&W Investco BL Feeder LP, which are affiliates of Mr. Grabowski, a member of our board of directors; $3.1 million of Class A-5 units to LAG Fit, Inc., which is an affiliate of Anthony Geisler, our Chief Executive Officer and founder, and $2.1 million of Class A-5 Units to LCAT Franchise Fitness Holdings, Inc., which is an affiliate of Mr. Magliacano, a former member of our board of directors. H&W Franchise Holdings then contributed $10 million of the total $15 million of proceeds to Xponential Fitness LLC, which used them to pay down borrowings under our Loans. Concurrent with these transactions, H&W Investco, L.P. and Mr. Geisler executed limited guaranty agreements pursuant to which they guaranteed up to $7.9 million and $2.1 million, respectively, of borrowings under our Loans.

On August 31, 2020, H&W Franchise Holdings also entered into a promissory note with ICI, which is an affiliate of Mr. Geisler, pursuant to which it agreed to loan ICI an aggregate principal amount of up to $5 million at an interest rate of 10% per annum. H&W Franchise Holdings also entered into a limited guaranty agreement with Mr. Geisler pursuant to which Mr. Geisler guaranteed ICI's borrowings under this promissory note. ICI borrowed an aggregate of $3.1 million pursuant to this promissory note on August 31, 2020. As of December 31, 2020, $3.1 million remained outstanding under this promissory note, and no interest or principal had been paid. In June 2021, H&W Franchise Holdings repurchased 4,716 A-1 limited partnership units of H&W Franchise Holdings from Mr. Geisler for approximately $3.3 million and Mr. Geisler used the proceeds to repay the promissory note in full.

On March 24, 2021, the Xponential Fitness LLC amended the Credit Agreement to provide for additional term loans in an amount up to $10.6 million, which amount was borrowed and the proceeds distributed to H&W Franchise Holdings to fund a note payable from the selling parties of the Rumble Acquisition to H&W Franchise Holdings.

Brand Acquisitions

We acquired certain of our brands in a series of transactions that resulted in certain entities becoming the holders of 5% or more of our parent entity's equity interests and in which certain of our related parties had a direct or indirect material interest.

Pure Barre

On October 25, 2018, H&W Franchise Holdings entered into an agreement and plan of merger with CP Barre Holdings, Inc. to acquire Barre Holdco, LLC ("Pure Barre"). Pursuant to this agreement, a wholly owned subsidiary of H&W Franchise Holdings merged with and into Pure Barre, which emerged from the transaction as a wholly owned subsidiary of H&W Franchise Holdings. As consideration for the acquisition, H&W Franchise Holdings (i) issued 159,306.1 of its Class A-3 Units, which it valued at approximately $40 million, to CP Barre Holdings, Inc., (ii) assumed approximately $53 million of debt attributable to Pure Barre and (iii) paid cash-out payments of approximately $13 million to the other unitholders of Pure Barre. H&W Franchise Holdings then contributed Pure Barre to H&W Intermediate, which then immediately contributed Pure Barre to us. We are considered the acquirer for purposes of purchase accounting as we financed the acquisition through cash and debt.

As a result of these transactions, Pure Barre became our wholly owned subsidiary and CP Barre Holdings, Inc. became a holder of 5% or more of the equity interests of H&W Franchise Holdings. CP Barre Holdings subsequently transferred its Class A-3 Units of H&W Franchise Holdings to LCAT Franchise Fitness Holdings, Inc. Each of CP Barre Holdings, Inc. and LCAT Franchise Fitness Holdings, Inc. is an affiliate of Mr. Magliacano, a former member of our board of directors.

Rumble

On March 24, 2021, H&W Franchise Holdings entered into a contribution agreement with Rumble Holdings LLC, Rumble Parent LLC and Rumble Fitness LLC to acquire certain rights and intellectual property of Rumble Fitness LLC ("Rumble"), to be used by H&W Franchise Holdings in connection with the franchise business under the "Rumble" trade name. Pursuant to this agreement, Rumble became a direct subsidiary of Rumble Parent LLC, which is owned by Rumble Holdings LLC, and H&W Franchise Holdings acquired the certain rights and intellectual property of Rumble Holdings LLC, which beneficially held all of the issued and outstanding membership interests of Rumble. As consideration, H&W Franchise Holdings (i) issued 39,540.5 of its Class A Units to Rumble Holdings LLC, (ii) issued 61,573.5 Class A Units to Rumble Holdings LLC, which are subject to vesting and forfeiture as provided in the contribution agreement and (iii) assumed and discharged any liabilities arising from and after the closing date under the assigned contracts and acquired assets. H&W Franchise Holdings then contributed the Rumble assets to H&W Intermediate, which then immediately contributed the Rumble assets to us. As a result of this transaction, Rumble became a holder of 5% or more of the equity interests of H&W Franchise Holdings.

Management Services Agreement

On September 29, 2017, H&W Franchise Holdings, which owned all of our equity interests prior to the consummation of the Reorganization Transactions, entered into a management services agreement (the "Management Services Agreement") with TPG Growth III Management, LLC, an affiliate of TPG, which owned 5% or more of the equity interests of H&W Franchise Holdings at the time of the transaction, pursuant to which it provided certain management, advisory, consulting and strategic planning services to H&W Franchise Holdings and us. In connection with these services, we recorded approximately $94,000 and $640,000 of expense, net of expenses allocated to STG, during 2017 and 2018, respectively, including reimbursement for reasonable out-of-pocket expenses incurred by it, its affiliates and designees in connection with their management, operations and the provision of services pursuant to this agreement.

On June 28, 2018, TPG Growth III Management, LLC assigned its interest in the Management Services Agreement to H&W Investco Management LLC. H&W Investco Management LLC is owned by Mark Grabowski, a member of our board of directors. Pursuant to the Management Services Agreement, H&W Investco Management LLC provides certain management, advisory, consulting and strategic planning services to H&W Franchise Holdings and its subsidiaries, including us. In exchange, H&W Franchise Holdings agreed to pay H&W Investco Management LLC an annual fee of $750,000 and reimburse it for reasonable out-of-pocket expenses. During 2018, 2019 and 2020, we recorded expense for our share of services received from H&W Investco Management LLC of approximately $206,000, $557,000 and $795,000, respectively, which is included in selling, general and administrative expenses. The Management Services Agreement will terminate automatically upon the completion of this offering.

In connection with the Management Services Agreement, H&W Investco Management LLC entered into a consulting agreement with Anthony Geisler, our Chief Executive Officer and founder, on June 30, 2018. Pursuant to the consulting agreement, Mr. Geisler provided certain consulting services related to managing us. In exchange for these services, H&W Investco Management LLC agreed to pay Mr. Geisler a consulting fee of $400,000 per year. We pay the fee described above to H&W Investco Management LLC pursuant to the Management Services Agreement, and H&W Investco Management LLC pays the consulting fee to Mr. Geisler pursuant to the consulting agreement. During the years 2018, 2019 and 2020, H&W Investco Management LLC paid Mr. Geisler an aggregate of $203,297, $400,000 and $400,000 respectively. This consulting agreement will terminate automatically upon the completion of this offering.

Loans from the Chief Executive Officer

Anthony Geisler, our Chief Executive Officer, is the sole owner of ICI, which has directly and indirectly provided financing to a limited number of franchisees to fund working capital, equipment leases, franchise fees

and other related expenses. ICI has also provided unsecured loans to us, and we in turn loaned these funds to franchisees. The loans from ICI to us accrued interest at 15% per annum. Loans from us to the franchisees generally began accruing interest 45 days after the issuance to the franchisee. At December 31, 2018, we had recorded approximately $928,000 of notes receivable from franchisees and $1.6 million of notes payable to ICI. We recognized approximately $36,000 and $78,000 of interest income for the loans to franchisees and interest expense for the loans from ICI, respectively, for the year ended December 31, 2018. At December 31, 2019, we had recorded approximately $221,000 of notes receivable from franchisees and $225,000 of notes payable to ICI. We recognized approximately $48,000 and $110,000 of interest income for the loans to franchisees and interest expense for the loans from ICI, respectively, for the year ended December 31, 2019. We paid approximately $2.1 million of the outstanding principal amount in the year ended December 31, 2019. In 2019, the largest aggregate amount of principal outstanding between us and ICI was $2.5 million. At December 31, 2020, we had recorded approximately $94,000 of notes receivable from franchisees and $86,000 of notes payable to ICI. We recognized approximately $13,000 and $19,000 of interest income for the loans to franchisees and interest expense for the loans from ICI, respectively, for the year ended December 31, 2020. We paid approximately $0.1 million of the outstanding principal amount in the year ended December 31, 2020. In 2020, the largest aggregate amount of principal outstanding between us and ICI was $0.2 million.

In addition, in 2018, Row House received a net additional $155,000 from ICI, which was not disbursed to a franchisee and remained outstanding at December 31, 2018. In 2019, Row House dispersed all of these funds to pay a franchisee's invoice related to leasehold improvements.As of February 2019, this loan was paid off. We did not pay any interest on this loan.

Loan and Franchise Arrangements with Ryan Junk

In August 2019, we entered into a secured promissory note with Ryan Junk, our Chief Operating Officer, and Lindsay Junk, his spouse, pursuant to which we loaned Mr. and Mrs. Junk an aggregate principal amount of $500,000 for payment of costs and expenses incurred in the operation of CycleBar studios at an interest rate of LIBOR plus 6% per annum. As of December 31, 2020, we recorded interest income of approximately $41,000 on the promissory note and the outstanding balance under the promissory note was approximately $508,000, which includes unpaid interest.

In late 2019 and early 2020, certain entities owned by Mr. Junk entered into transfer and assignment agreements with CycleBar Franchising, LLC ("CycleBar"), our wholly owned subsidiary, and six existing CycleBar franchisees. Pursuant to these agreements, Mr. Junk assumed control of nine existing CycleBar studios and assumed the rights and responsibilities of the existing franchisees under their franchise agreements with CycleBar. Pursuant to these franchise agreements, we recorded net revenue of approximately $121,000 and $327,000 in 2019 and 2020, respectively, subsequent to the dates that Mr. Junk assumed control of these studios.

Mr. Junk was not an executive officer at the time of these transactions and was subsequently appointed as our Chief Operating Officer in July 2020.

In June 2021, H&W Franchise Holdings repurchased an aggregate of 1,045 Incentive Units from Mr. Junk and Mrs. Junk for approximately $534,000 and Mr. Junk and Mrs. Junk used the proceeds to repay the promissory note in full.

Transactions with STG

Prior to the consummation of the Reorganization Transactions, we and STG were each wholly owned subsidiaries of H&W Intermediate. After the consummation of the Reorganization Transactions, H&W Intermediate will no longer hold any interest in us, and STG will be dissolved.

Funding STG

During the year ended December 31, 2017, we advanced funds of $16.3 million to H&W Intermediate, which in turn utilized these funds to acquire STG. As of December 31, 2018, we had a receivable from H&W Intermediate related to providing funds to STG for operating expenses and debt service aggregating approximately $1.8 million and $13.2 million for debt owed by STG that we assumed as STG did not have the ability to repay the debt to the lender. No interest income was received or accrued by us related to these receivables. During 2018, we recorded a reduction on our consolidated financial statements to H&W Intermediate's equity of approximately $31.3 million as we determined that H&W Intermediate had no plan to repay these amounts in the foreseeable future. During 2019, we provided funds to STG aggregating approximately $437,000 and recorded a corresponding reduction to H&W Intermediate's equity for this same amount. The aggregate receivable from H&W intermediate at December 31, 2019 was approximately $31.7 million, which was repaid in February 2020. During 2020, we provided additional net funds to STG of $1.5 million, which is recorded as a reduction to member's equity at December 31, 2020.

Brokerage Agreements

In 2018, our wholly owned subsidiaries Club Pilates Franchise, LLC, CycleBar Franchising LLC, AKT Franchise LLC, Row House Franchise, LLC, Stretch Lab Franchise, LLC, Yoga Six Franchise, LLC and PB Franchising, LLC, entered into brokerage agreements with CP EBD LLC, EBD AKT LLC, EBD RH LLC, EBD SL LLC, EBD YS, LLC and EBD PB, LLC (collectively, the "EBD Entities"), which were wholly owned subsidiaries of STG. During the years ended December 31, 2018 and December 31, 2019, we recorded $8.3 million and $10.7 million of deferred commission costs paid to the EBD Entities, respectively, which is recognized over the initial ten-year franchise agreement term. Pursuant to the brokerage agreements, we paid commission to the EBD entities for each license of an AKT, Row House, Stretch Lab or Yoga Six studio sold to a franchisee, and we paid a commission for each license of a Club Pilates or CycleBar studio sold to a franchisee who was not already in the system before entry in to previous brokerage agreements.

In addition, pursuant to the brokerage agreements, we paid MVI II, which owned 5% or more of the equity interests of H&W Franchise Holdings at the time of the transactions, a commission of $3,000 for each license of an AKT, Row House or Yoga Six studio sold to a franchisee. We paid MVI approximately $1 million and $150,000 during the years ended December 31, 2018 and December 31, 2019 respectively.

Effective October 1, 2019, we no longer have brokerage contracts with the EBD Entities and instead employ a direct salesforce.

Credit Facility

On September 29, 2017, H&W Intermediate entered into the Prior Credit Agreement with Monroe Capital Management Advisors, LLC as administrative agent and the lenders party thereto and the rights and obligations under the Prior Credit Agreement were immediately assigned to us and STG. The Prior Credit Agreement provided for a $55 million term loan (the "Prior Term Loan") and a $3 million revolving credit line (the "Prior Revolving Credit Line"). Our and STG's obligations under the Prior Credit Agreement were guaranteed by H&W Franchise Holdings, H&W Intermediate, STG, us and our subsidiaries, and were secured by substantially all of our assets and all of the assets of H&W Intermediate, H&W Franchise Holdings, STG and our subsidiaries, subject to certain exceptions. The Prior Credit Agreement was amended on July 31, 2018, to increase the Prior Term Loan to $71 million and the Revolving Credit Line to $5 million. We further amended the Prior Credit Agreement on October 25, 2018, to increase the Prior Term Loan to $135 million and the Prior Revolving Credit Line to $10 million and to extend the maturity to October 25, 2023. During 2018, we began servicing the STG portion of the debt, which was approximately $13 million, and determined STG did not have the ability to repay its portion of the loan. Therefore, the total outstanding debt is recognized on our consolidated financial statements at December 31, 2018. We amended the Prior Credit Agreement in December 2019 and in

February 2020. As of March 1, 2020, all borrowings under the Prior Credit Agreement and all amendments thereto were fully repaid. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Credit Facility" for more information about the Prior Credit Agreement.

Reserved Share Program

At our request, the underwriters have reserved for sale, at the initial public offering price, up to 5% of the shares offered by this prospectus for sale to some of our directors, officers, employees, friends and family, business associates and related persons. See "Underwriting—Reserved Shares."

Indemnification

Our amended and restated certificate of incorporation that will be in effect upon the completion of this offering will contain provisions limiting the liability of directors, and our amended and restated bylaws that will be in effect upon the completion of this offering will provide that we will indemnify each of our directors, officers, employees and other agents to the fullest extent permitted under Delaware law. In addition, in connection with this offering, we will enter into an indemnification agreement with each of our directors and executive officers, which will require us to indemnify them. For more information regarding these agreements, see "Description of Capital Stock—Directors' Liability; Indemnification of Directors and Officers."

Related Person Transactions Policy

Upon the completion of this offering, we will adopt a written Related Person Transaction Policy, which will set forth our policy with respect to the review, approval, ratification and disclosure of all related person transactions by our Audit Committee. In accordance with its terms, our Audit Committee will have overall responsibility for the implementation of, and for compliance with the Related Person Transaction Policy.

For purposes of the Related Person Transaction Policy, a "related person transaction" is a transaction, arrangement or relationship (or any series of similar transactions, arrangements or relationships) in which we were, are or will be a participant and the amount involved exceeded, exceeds or will exceed $120,000 and in which any related person (as defined in the Related Person Transaction Policy) had, has or will have a direct or indirect material interest. A "related person transaction" does not include any employment relationship or transaction involving an executive officer and any related compensation resulting solely from that employment relationship that has been reviewed and approved by our board of directors.

The Related Person Transaction Policy will require that notice of a proposed related person transaction be provided to our legal department prior to entry into such transaction. If our legal department determines that such transaction is a related person transaction, the proposed transaction will be submitted to our Audit Committee for consideration at its next meeting. Under the Related Person Transaction Policy, our Audit Committee may approve only those related person transactions that are in, or not inconsistent with, our best interests. In the event that we become aware of a related person transaction that has not been previously reviewed, approved or ratified under the Related Person Transaction Policy and that is ongoing or is completed, the transaction will be submitted to our Audit Committee so that it may determine whether to ratify, rescind or terminate the related person transaction.

The Related Person Transaction Policy will also provide that our Audit Committee review certain previously approved or ratified related person transactions that are ongoing to determine whether the related person transaction remains in our best interests and the best interests of our stockholders. Additionally, we will make periodic inquiries of our directors and executive officers with respect to any potential related person transaction of which they may be a party or of which they may be aware.

PRINCIPAL STOCKHOLDERS

The following table sets forth information regarding the beneficial ownership of our common stock as of , 2021 (i) as adjusted to give effect to the Reorganization Transactions, but prior to this offering, and (ii) as adjusted to give effect to the Reorganization Transactions, this offering, the sale of the Convertible Preferred (assuming all shares of Convertible Preferred are held as Series A preferred stock) and the purchase of LLC Units from certain Continuing Pre-IPO LLC Members as described in "Use of Proceeds" by:

- each person or group whom we know to own beneficially more than 5% of our common stock;
- each of our directors and Named Executive Officers individually; and
- all directors and executive officers as a group.

The numbers of shares of common stock beneficially owned, percentages of beneficial ownership and percentages of combined voting power before this offering that are set forth below are based on the number of shares of Class A common stock and Class B common stock to be issued and outstanding prior to this offering after giving effect to the Reorganization Transactions. See "Organizational Structure." The numbers of shares of common stock beneficially owned, percentages of beneficial ownership and percentages of combined voting power after this offering that are set forth below are based on the number of shares of Class A common stock and Class B common stock to be issued and outstanding immediately after this offering.

In connection with this offering, we will issue to each Pre-IPO LLC Member one share of Class B common stock for each vested LLC Unit such Pre-IPO LLC Member beneficially owns immediately prior to the completion of this offering. Shares of Class B common stock will be cancelled on a one-for-one basis if we, following a redemption request from a Pre-IPO LLC Member, redeem or exchange LLC Units of such Pre-IPO LLC Member pursuant to the terms of the Amended LLC Agreement. See "Certain Relationships and Related Party Transactions—Amended LLC Agreement." As a result, the number of shares of Class B common stock set forth in the table below correlates to the number of vested LLC Units each Pre-IPO LLC Member will beneficially own immediately after this offering. The number of shares of Class A common stock set forth in the table below represents the shares of Class A common stock that will be issued in connection with this offering.

In accordance with the rules of the SEC, beneficial ownership includes voting or investment power with respect to securities and includes the shares issuable pursuant to stock options that are exercisable within 60 days of , 2021. The number of shares of Class A common stock outstanding after this offering includes shares of Class A common stock being offered for sale by us in this offering. The following tables exclude any shares of our Class A common stock that may be purchased in this offering pursuant to the reserved share program. See "Underwriting—Reserved Shares." Unless otherwise indicated, the address for each listed stockholder is: c/o Xponential Fitness, Inc., 17877 Von Karman Ave, Suite 100, Irvine, CA 92614. To our knowledge, except as indicated in the footnotes to this table and pursuant to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all shares of common stock.

The following table assumes the underwriters do not exercise their option to purchase additional shares of Class A common stock.

	Class A Common Stock Owned(1)				Class B Common Stock Owned(2)				Combined Voting Power(3)			
	Before This Offering		After This Offering		Before This Offering		After This Offering		Before This Offering		After This Offering	
Name of Beneficial Owner	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Directors and executive officers:												
Anthony Geisler(4)							(15)					
Mark Grabowski(5)							(15)					
Ryan Junk(6)												
Sarah Luna(7)												
Brenda Morris(8)							(15)					
John Meloun(9)							(15)					
Megan Moen(10)												
Other 5% or greater beneficial owners:												
H&W Investco, L.P.(11)							(15)					
LAG Fit, Inc.(12)							(15)					
LCAT Franchise Fitness Holdings, Inc.(13)							(15)					
Rumble Holdings LLC(14)												
All directors and executive officers as a group (seven persons)												

* Less than 1%

The following table assumes the underwriters' option to purchase additional shares of Class A common stock is exercised in full.

	Class A Common Stock Owned(1)				Class B Common Stock Owned(2)				Combined Voting Power(3)			
	Before This Offering		After This Offering		Before This Offering		After This Offering		Before This Offering		After This Offering	
Name of Beneficial Owner	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Directors and executive officers:												
Anthony Geisler(4)							(15)					
Mark Grabowski(5)							(15)					
Ryan Junk(6)												
Sarah Luna(7)												
Brenda Morris(8)							(15)					
John Meloun(9)							(15)					
Megan Moen(10)												
Other 5% or greater beneficial owners:												
H&W Investco, L.P.(11)							(15)					
LAG Fit, Inc.(12)							(15)					
LCAT Franchise Fitness Holdings, Inc(13)							(15)					
Rumble Holdings LLC(14)												
All directors and executive officers as a group (seven persons)												

* Less than 1%

(1) On a fully exchanged and converted basis. Subject to the terms of the Amended LLC Agreement, LLC Units are redeemable or exchangeable for shares of our Class A common stock on a one-for-one basis. Shares of Class B common stock will be cancelled on aone-for-one basis if we redeem or exchange LLC Units pursuant to the terms of the Amended LLC Agreement. Beneficial ownership of shares of our Class A common stock reflected in this table does not include beneficial ownership of shares of our Class A common stock for which such LLC Units may be redeemed or exchanged.

(2) On a fully exchanged and converted basis. The Continuing Pre-IPO LLC Members hold all of the issued and outstanding shares of our Class B common stock.

(3) Represents the percentage of voting power of our Class A common stock and Class B common stock held by such person voting together as a single class. Each holder of Class A common stock and Class B common stock is entitled to one vote per share on all matters submitted to our stockholders for a vote. See "Description of Capital Stock—Common Stock."

(4) Consists of shares of Class B common stock held directly by Mr. Geisler and shares of Class A common stock held by LAG Fit, Inc. Mr. Geisler has reported sole investment and dispositive power over the shares held by LAG Fit, Inc. The address for LAG Fit, Inc. is 6789 Quail Hill Parkway #408, Irvine, CA 92603.

(5) Consists of shares of Class B common stock held by H&W Investco, L.P., of which Mr. Grabowski is the Managing Partner. Mr. Grabowski has reported sole investment and dispositive power over these shares. The address for H&W Investco, L.P. is 17 Palmer Lane, Riverside, CT 06878.

(6) Consists of shares of Class B common stock held directly by Mr. Junk.

(7) Consists of shares of Class B common stock held directly by Ms. Luna.

(8) Consists of shares of Class B common stock held directly by Ms. Morris.

(9) Consists of shares of Class B common stock held directly by Mr. Meloun.

(10) Consists of shares of Class B common stock held directly by Ms. Moen.

(11) Consists of shares of Class B common stock held by H&W Investco, L.P., of which Mr. Grabowski is the Managing Partner. Mr. Grabowski has reported sole investment and dispositive power over these shares. The address for H&W Investco, L.P. is 1 Lincoln Plaza, 33D, New York, NY 10023.

(12) Consists of shares of Class A common stock held by LAG Fit, Inc. Mr. Geisler has reported sole investment and dispositive power over these shares. The address for LAG Fit, Inc. is 6789 Quail Hill Parkway #408, Irvine, CA 92603.

(13) Consists of shares of Class A common stock held by equity holders of LCAT Franchise Fitness Holdings, Inc. The address for LCAT Franchise Fitness Holdings, Inc. is 599 West Putnam Avenue, Greenwich, CT 06830.

(14) Consists of shares of Class A common stock held by Rumble Holdings LLC. The address for Rumble Holdings LLC is 146 West 29th Street, New York, NY 10011.

(15) Reflects the application by us of a portion of the proceeds of this offering, together with the $200 million in proceeds we expect to receive from the sale of the Convertible Preferred, to (i) acquire newly issued Preferred Units and LLC Units, (ii) purchase all of the shares of LCAT from LCAT shareholders for $ million, (iii) to acquire LLC Units from certain Pre-IPO LLC Members and (iv) to redeem the Series A-5 preferred interests held by certain of the Continuing Pre-IPO Members.

DESCRIPTION OF CAPITAL STOCK

In connection with this offering, we will amend and restate our certificate of incorporation and our bylaws. In addition, we will adopt a certificate of designations (the "Series A certificate of designations") of our 6.50% Series A convertible preferred stock ("Series A preferred stock") and a certificate of designations (the "Series A-1 certificate of designations" and, together with the Series A certificate of designations, the "certificate of designations") of our 6.50% Series A-1 convertible preferred stock ("Series A-1 preferred stock" and, together with the Series A preferred stock, the "Convertible Preferred"). The following is a description of the material terms of, and is qualified in its entirety by, our amended and restated certificate of incorporation, amended and restated bylaws and certificate of designations that will be in effect upon the completion of this offering, the forms of which are filed as exhibits to the registration statement of which this prospectus forms a part. Under "Description of Capital Stock," "we," "us," "our" and "our company" refer to Xponential Fitness, Inc.

Upon the completion of this offering, our authorized capital stock will consist of shares of Class A common stock, par value $0.0001 per share, shares of Class B common stock, par value $0.0001 per share, and shares of preferred stock, par value $0.0001 per share, of which 200,000 shares have been designated as Series A preferred stock and 200,000 shares have been designated as Series A-1 preferred stock (which together constitute the Convertible Preferred). Unless our board of directors determines otherwise, we will issue all shares of our capital stock in uncertificated form.

Upon completion of this offering and the sale of the Convertible Preferred, there will be an aggregate of shares of our common stock outstanding and an aggregate of 200,000 shares of our Convertible Preferred Stock outstanding, which will be initially convertible into shares of our Class A common stock.

Common Stock

Class A Common Stock

Holders of shares of our Class A common stock are entitled to one vote for each share held of record on all matters on which stockholders are entitled to vote generally, including the election or removal of directors. The holders of our Class A common stock do not have cumulative voting rights in the election of directors.

Holders of shares of our Class A common stock are entitled to receive dividends when and if declared by our board of directors out of funds legally available therefor, subject to any statutory or contractual restrictions on the payment of dividends and to any restrictions on the payment of dividends imposed by the terms of any outstanding preferred stock.

Upon our liquidation, dissolution or winding up and after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, the holders of shares of our Class A common stock will be entitled to receive pro rata our remaining assets available for distribution.

All shares of our Class A common stock that will be outstanding at the completion of this offering will be fully paid and non-assessable. Our Class A common stock will not be subject to further calls or assessments by us. The rights, powers and privileges of our Class A common stock will be subject to those of the holders of any shares of our preferred stock or any other series or class of stock we may authorize and issue in the future.

Class B Common Stock

Holders of shares of our Class B common stock are entitled to one vote for each share held of record on all matters on which stockholders are entitled to vote generally, including the election or removal of directors. The holders of our Class B common stock do not have cumulative voting rights in the election of directors.

Except for transfers to us pursuant to the Amended LLC Agreement or to certain permitted transferees, the holders of LLC Units are not permitted to sell, transfer or otherwise dispose of any LLC Units or shares of Class B common stock. Holders of shares of our Class B common stock will vote together with holders of our Class A common stock as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law.

Holders of our Class B common stock do not have any right to receive dividends or to receive a distribution upon a liquidation or winding up of our company.

Preferred Stock

Shares of preferred stock have been authorized and no shares of preferred stock will be issued or outstanding immediately after the completion of this offering. Our amended and restated certificate of incorporation will authorize our board of directors to establish one or more series of preferred stock (including convertible preferred stock). Unless required by law or any stock exchange, the authorized shares of preferred stock will be available for issuance without further action by holders of our common stock. Our board of directors is able to determine, with respect to any series of preferred stock, the powers (including voting powers), preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, including, without limitation:

- the designation of the series;
- the number of shares of the series, which our board of directors may, except where otherwise provided in the preferred stock designation, increase (but not above the total number of authorized share of the class) or decrease (but not below the number of shares then outstanding);
- whether dividends, if any, will be cumulative or non-cumulative and the dividend rate of the series;
- the dates at which dividends, if any, will be payable;
- the redemption rights and price or prices, if any, for shares of the series;
- the terms and amounts of any sinking fund provided for the purchase or redemption of shares of the series;
- the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of our company;
- whether the shares of the series will be convertible into shares of any other class or series, or any other security, of our company or any other entity, and, if so, the specification of the other class or series or other security, the conversion price or prices or rate or rates, any rate adjustments, the date or dates as of which the shares will be convertible and all other terms and conditions upon which the conversion may be made;
- restrictions on the issuance of shares of the same series or of any other class or series; and
- the voting rights, if any, of the holders of the series.

We could issue a series of preferred stock that could, depending on the terms of the series, impede or discourage an acquisition attempt or other transaction that some, or a majority, of the holders of our common stock might believe to be in their best interests or in which the holders of our common stock might receive a premium over the market price of the shares of common stock. Additionally, the issuance of preferred stock may

adversely affect the holders of our common stock by restricting dividends on the common stock, diluting the voting power of the common stock or subordinating the liquidation rights of the common stock. As a result of these or other factors, the issuance of preferred stock could have an adverse impact on the market price of our common stock.
Authorized but unissued capital stock

Delaware law does not require stockholder approval for any issuance of authorized shares. However, the listing requirements of the NYSE, which would apply so long as the shares of Class A common stock remain listed on the NYSE, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power or the then outstanding number of shares of Class A common stock (we believe the position of the NYSE is that the calculation in this latter case treats as outstanding shares of Class A common stock issuable upon redemption or exchange of outstanding LLC Units not held by us). These additional shares of Class A common stock may be used for a variety of corporate purposes, including future public offerings, to raise additional capital or to facilitate acquisitions.

One of the effects of the existence of unissued and unreserved common stock or preferred stock may be to enable our board of directors to issue shares to persons friendly to current management, which could render more difficult or discourage an attempt to obtain control of our company by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management and possibly deprive the stockholders of opportunities to sell their shares at prices higher than prevailing market prices.

Convertible Preferred

Series A-1 preferred stock

Our Series A-1 preferred stock will be issued pursuant to and have the voting powers, designations, preferences and rights, and the qualifications, limitations and restrictions, set forth in the Series A-1 certificate of designations. The terms of our Series A-1 preferred stock are substantially identical to the terms of our Series A preferred stock, except that (i) our Series A preferred stock will vote together with our Class A common stock on an as-converted basis, but the Series A-1 preferred stock will not vote with the common stock on an as-converted basis and (ii) our Series A preferred stock will have certain board designation rights as described below, but our Series A-1 preferred stock will not have such board designation rights. When permitted under relevant antitrust restrictions, shares of our Series A-1 preferred stock will convert on a one-for-one basis to shares of voting Series A preferred stock.

Series A preferred stock

Our Series A preferred stock will be issued pursuant to and have the voting powers, designations, preferences and rights, and the qualifications, limitations and restrictions, set forth in the Series A certificate of designations. Capitalized terms used without definition under this heading “Series A preferred stock” have the meanings given to such terms under our Series A certificate of designations.

Coupons

Holders of our Series A preferred stock are entitled to quarterly coupon payments at the rate per annum of 6.50% of the Fixed Liquidation Preference per share, initially $1,000 per share, of our Series A preferred stock (the “preferential coupon”). In the event we do not pay any preferential coupons in cash, the Fixed Liquidation Preference of the Series A preferred stock shall automatically increase at the PIK Rate of 7.50%, on a compounding basis, on the applicable coupon payment date (the “PIK coupon” and, together with the preferential coupon, the “preferred coupons”). Thereafter, the preferential coupons shall accrue and be payable on such increased Fixed Liquidation Preference and such increased Fixed Liquidation Preference shall be Fixed Liquidation Preference with respect to such Series A preferred stock.

In addition, subject to certain exceptions set forth in the certificate of designations, no dividend or distribution shall be declared or paid on our common stock or any other class or series of Junior Securities, and none of our common stock or any other class or series of Junior Securities shall be purchased, redeemed or otherwise acquired for consideration by us, unless, in each case, (x) (1) after giving pro forma effect to any such dividend or distribution, purchase, redemption or other acquisition, our Total Leverage Ratio would not exceed 6.5x on a pro forma basis, (2) our Market Capitalization, minus the amount of such dividend or distribution, purchase, redemption or other acquisition, as of such date equals or exceeds $500.0 million and (3) no event of default under the Convertible Preferred shall have occurred and be continuing, (y) where, if holders of the Series A preferred stock participated in such dividend or distribution on an as-converted basis, such holders would receive an amount that exceeds the amount payable per annum in cash at the preferential coupon rate, such holders of Series A preferred stock participate in such dividend or distribution at an amount equal to such excess, and (z) all accumulated and unpaid preferred coupons (including any PIK coupons) for all preceding coupon periods and the then current coupon period have been and will be paid in full in cash, on all outstanding shares of Series A preferred stock.

Seniority and Liquidation Preference

Our Series A preferred stock, with respect to dividend rights and/or distribution rights upon the liquidation, winding-up or dissolution, as applicable, ranks (i) senior to each class or series of Junior Securities (including our common stock), (ii) on parity with each class or series of Parity Securities, (iii) junior to each class or series of Senior Securities and (iv) junior to our existing and future indebtedness and other liabilities. Our Series A preferred stock has a liquidation preference equal to the greater of (x) the Fixed Liquidation Preference per share of our Series A preferred stock, plus the applicable premium (as described below) and (y) the amount such holder would be entitled to receive on an as-converted to Class A common stock basis if such holder elected to convert its Series A preferred stock, as described below, on the date of such liquidation, winding-up or dissolution, plus an amount equal to accumulated and unpaid dividends on such share, whether or not declared, to, but excluding, the date fixed for liquidation, winding-up or dissolution to be paid out of our assets legally available for distribution to our stockholders, after satisfaction of debt and other liabilities owed to our creditors and holders of shares of any Senior Securities and before any payment or distribution is made to holders of any Junior Securities, including, without limitation, our common stock.

The “applicable premium” means (i) with respect to a redemption or liquidation occurring on or prior to the fifth anniversary of the initial issuance date of the Convertible Preferred, the sum of (1) all required and unpaid preferential coupons due on the Series A preferred stock payable at the preferential coupon rate from the applicable date of redemption through the date that is five years after the initial issuance date of the Convertible Preferred plus (2) 5.0% of the Fixed Liquidation Preference of the Series A preferred stock being so redeemed and (ii) with respect to a redemption or liquidation occurring after the fifth anniversary of the initial issuance date of the Convertible Preferred, but on or prior to the sixth anniversary of the initial issuance date of the Convertible Preferred, 5.0% of the Fixed Liquidation Preference.

Voting Rights; Consent Rights

Each holder of Series A preferred stock is entitled to the whole number of votes equal to the number of whole shares of Class A common stock into which such holder’s Series A preferred stock would be convertible and shall otherwise have voting rights and consent rights per share equal to the voting rights and consent rights of our Class A common stock to the fullest extent permitted by law. Each holder of Series A preferred stock shall vote as a class with the holders of our Class A common stock as if they were a single class of securities upon any matter submitted to a vote of our stockholders, except those matters required by law or by the terms of the certificate of designations to be submitted to a class vote of the Series A preferred stock, in which case the holders of Series A preferred stock only shall vote as a separate class.

Pursuant to the certificate of designations, we will not, without the affirmative vote or consent of the holders of a majority of the outstanding shares of our Convertible Preferred at the time outstanding and entitled

to vote thereon, voting together as a single class (a "holder majority"), among other things: (i) amend our organizational documents so as to authorize or create, or increase the authorized number of, any class or series of Senior Securities or Parity Securities or adversely affect the special rights, preferences or voting powers of the shares of the Convertible Preferred or impose any additional obligations on the holders of the Convertible Preferred; (ii) issue any Parity Securities or Senior Securities; (iii) make any dividends or distributions, purchase, redeem or otherwise acquire any shares of capital stock or any securities convertible into, exercisable for or exchangeable into capital stock, except as permitted under "—Coupons" above, or cause any Spin-Off to occur; (iv) enter into certain transactions with our affiliates; (v) enter into merger or consolidation transactions where either we are not the surviving entity of such transaction or the surviving entity is not organized and existing under the laws of the United States or any state thereof, the District of Columbia or any territory thereof and does not assume the Convertible Preferred; or (vi) so long as the MSD Investor and the initial Preferred Investors continue to hold a specified amount of our Convertible Preferred, incur certain additional indebtedness or sell or dispose of any assets unless, among other things, our Total Leverage Ratio would not exceed 6.5x on a pro forma basis, our Market Capitalization equals or exceeds $500 million on a pro forma basis and no event of default under the Convertible Preferred (other than a default in our obligation to provide information rights) has occurred and is continuing, except for dispositions of assets not exceeding $40.0 million.

In addition, if the MSD Investors hold shares of our Series A preferred stock, then for so long as 50% of the shares of Convertible Preferred initially issued to the MSD Investors remains outstanding and held by the MSD Investors (including any shares of Series A preferred stock issued upon conversion of Series A-1 preferred stock as described below), the MSD Investors will be entitled to elect one director to our board of directors.

Redemption at our Option

At any time after the date that is five years after the initial issue date of the Convertible Preferred until the date that is six years after the initial issue date of the Convertible Preferred, we have the right to redeem all, but not less than all, of the Series A preferred stock at a redemption price in cash equal to the product of (x) the Fixed Liquidation Preference of the Series A preferred stock then outstanding and (y) 105%, plus accumulated and unpaid dividends to, but not including, the date of redemption. At any time after the date that is six years after the initial issue date of the Convertible Preferred, we have the right to redeem all, but not less than all, of the Series A preferred stock at a redemption price in cash equal to the Fixed Liquidation Preference of the Series A preferred stock then outstanding, plus accumulated and unpaid dividends to, but not including, the date of redemption.

Mandatory Redemption

At any time after the date that is eight years after the initial issue date of the Convertible Preferred, upon a Sale of the Company or at any time after the occurrence and continuance of an event of default of the Series A preferred stock, the holders of the Series A preferred stock have the right to require us to redeem all, but not less than all, of the Series A preferred stock then outstanding at a redemption price in cash equal to the greater of (i) the fair market value per share of Series A preferred stock (based on the average volume-weighted average price per share of our Class A Common Stock for the 10 consecutive trading day period ending on, and including, the trading day immediately preceding the mandatory redemption notice), calculated on an as-if converted basis and (ii) the Fixed Liquidation Preference, plus accrued and unpaid dividends to, but not including, the date of redemption; provided that if a Sale of the Company occurs prior to the date that is six years after the initial issue date of the Convertible Preferred, the amount in (ii) above would also include a cash amount equal to the applicable premium.

Optional Conversion

Each holder of shares of Series A preferred stock will have the option to convert its Series A preferred stock, in whole or in part at any time, into a number of shares of our Class A common stock equal to the Fixed

Liquidation Preference for such shares of Series A preferred stock (plus any accrued and unpaid dividends to, but excluding, such conversion date) divided by the applicable conversion price as of the applicable conversion date.

Mandatory Conversion

If at any time, or from time to time, from and after the second anniversary, but on or prior to the third anniversary, of the initial issue date of the Convertible Preferred, the last reported sale price of our Class A common stock has equaled or exceeded 150% of the applicable conversion price for at least 20 out of any 30 consecutive trading days immediately preceding the mandatory conversion notice date, and certain conditions relating to the liquidity of our Class A commons stock are met, we have the right to require the holders of Series A preferred stock to convert all, or any portion, of the outstanding Series A preferred stock into a number of shares of our Class A common stock equal to the Fixed Liquidation Preference for such shares of Series A preferred stock (plus any accrued and unpaid dividends to, but excluding, such mandatory conversion date) divided by the applicable conversion price as of the applicable mandatory conversion date.

If at any time, or from time to time, after the third anniversary of the initial issue date of the Convertible Preferred, the last reported sale price of our Class A common stock has equaled or exceeded 125% of the applicable conversion price for at least 20 out of any 30 consecutive trading days immediately preceding the mandatory conversion notice date, and certain conditions relating to the liquidity of our Class A commons stock are met, we have the right to effect a mandatory conversion of the outstanding Series A preferred stock into a number of shares of our Class A common stock equal to the Fixed Liquidation Preference for such shares of Series A preferred stock (plus any accrued and unpaid dividends to, but excluding, such mandatory conversion date) divided by the applicable conversion price as of the applicable mandatory conversion date.

In addition, at such time as any transfer, other than to certain permitted transferees, of our Series A preferred stock by a Preferred Investor (or its permitted transferee) occurs, then all shares of the Series A preferred stock transferred by such Preferred Investors (or its permitted transferee) will immediately and automatically upon such transfer convert on a one-for-one basis to shares of our non-voting Series A-1 preferred stock.

Events of Default; Certain Remedies

If any of the following occurs, it will be an event of default under our Series A preferred stock:

- we fail to pay the mandatory redemption price when due and such breach continues for a period of three days after written notice from the holders of our Series A preferred stock;
- we fail to issue shares of our Class A common stock upon conversion of our Series A preferred stock and such breach continues for a period of three days after written notice from the holders of our Series A preferred stock;
- we or any of our affiliates default in the performance or compliance of any term contained in the Credit Agreement or any other indebtedness in excess of $5.0 million, which default results in an acceleration, and such acceleration shall continue unremedied after its applicable grace or cure period;
- we breach any covenant or other obligation to the holders of our Series A preferred stock contained in the certificate of designations or in any purchase agreement, subscription agreement or other agreement pursuant to which our Series A preferred stock was acquired from us, and such breach continues for a period of 20 days (or, in the case of a breach of our obligation to provide the

Preferred Investors with certain information rights, 30 days) after written notice from the holders of our Series A preferred stock; or

- certain bankruptcy or insolvency events involving us occur.

Upon the occurrence and during the continuation of any event of default under our Series A preferred stock, (i) the preferential coupon rate applicable to our Series A preferred stock shall immediately be increased by 10.00% per annum, and (ii) we will be required, upon the demand of the holders of our Series A preferred stock, to redeem the issued and outstanding shares of our Series A preferred stock at the mandatory redemption price plus the applicable premium (if any) payable in cash.

In addition, with respect to our Series A preferred stock only, if we fail to complete a required mandatory redemption within 30 days of the date required for redemption, and so long as such event of default with respect to such mandatory redemption is continuing, the holder majority will have the right: (i) to immediately appoint one additional individual to our board of directors, (ii) to, after such event of default has continued for six months, appoint an additional number of individuals to our board of directors such that the holder majority have the right to appoint not less than 25% of the directors to our board of directors and (iii) after such event of default has been continuing for a year, appoint an additional number of individuals to our board of directors such that the holder majority have the right to appoint not less than a majority of the directors to our board of directors.

Preemptive Rights

If, following this offering, we intend to offer to sell newly issued equity or equity-linked securities to third parties, Preferred Investors holding at least 50% of the shares of the Convertible Preferred initially issued to such Preferred Investors on the initial issuance date of the Convertible Preferred will have the right to purchase such securities from us before we may offer them to other parties. Such preemptive rights would not apply, among other things, to issuances of securities by us in an underwritten public offering under the Securities Act or pursuant to a customary marketed Rule 144A offering under the Securities Act (or any successor rule thereto), including any related capped call, call spread or similar derivative security issued in connection therewith.

Information Rights

Each Preferred Investor who owns at least 50% of the Convertible Preferred initially issued to such Preferred Investor (including any shares of Series A preferred stock issued upon conversion of Series A-1 preferred stock) will be entitled to certain financial information from us.

Dividends

The DGCL permits a corporation to declare and pay dividends out of "surplus" or, if there is no "surplus," out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. "Surplus" is defined as the excess of the net assets of the corporation over the amount determined to be the capital of the corporation by its board of directors. The capital of the corporation is typically calculated to be (and cannot be less than) the aggregate par value of all issued shares of capital stock. Net assets equal the fair value of the total assets minus total liabilities. The DGCL also provides that dividends may not be paid out of net profits if, after the payment of the dividend, remaining capital would be less than the capital represented by the outstanding stock of all classes having a preference upon the distribution of assets. Declaration and payment of any dividend will be subject to the discretion of our board of directors and the rights and preferences of the Convertible Preferred under our certificate of designations.

Stockholder Meetings

Our amended and restated certificate of incorporation and our amended and restated bylaws will provide that annual stockholder meetings be held at a date, time and place, if any, as exclusively selected by our board of

directors. Our amended and restated bylaws will provide that special stockholder meetings may be called only by or at the direction of our board of directors, the Chairman of our board of directors or Chief Executive officer. To the extent permitted under applicable law, we may conduct meetings by remote communications, including by webcast.

Transferability, Redemption and Exchange

Under the Amended LLC Agreement, the holders of LLC Units (other than us) will have the right, from and after the completion of this offering (subject to the terms of the Amended LLC Agreement), to require Xponential Holdings LLC to redeem all or a portion of their LLC Units for, at our election, newly-issued shares of Class A common stock on a one-for-one basis or a cash payment equal to the volume-weighted average market price of one share of our Class A common stock for each LLC Unit redeemed (subject to customary adjustments, including for stock splits, stock dividends, reclassifications, and a unit split to optimize the Company's capital structure to facilitate this offering) or the net proceeds from a substantially contemporaneous offering of our Class A common stock in accordance with the terms of the Amended LLC Agreement. Additionally, in the event of a redemption request from a holder of LLC Units, we may, at our option, effect a direct exchange of cash or Class A common stock for LLC Units in lieu of such a redemption. Shares of Class B common stock will be cancelled on a one-for-one basis if we, following a redemption request from a holder of LLC Units, redeem or exchange LLC Units of such holder pursuant to the terms of the Amended LLC Agreement. See "Certain Relationships and Related Party Transactions—Amended LLC Agreement."

Except for transfers to us pursuant to the Amended LLC Agreement or to certain permitted transferees, the holders of LLC Units are not permitted to sell, transfer or otherwise dispose of any LLC Units or shares of Class B common stock.

Pursuant to the purchase agreement for the Convertible Preferred, the Preferred Investors may not transfer any Convertible Preferred without our consent, other than (i) to certain permitted transferees, (ii) from the eight month anniversary of the initial issuance date of the Convertible Preferred through the 18th month anniversary of the initial issuance date of the Convertible Preferred, each Preferred Investor may transfer up to 49.0% of its shares of Convertible Preferred and (iii) from and after the 18th month anniversary of the initial issuance date of the Convertible Preferred, each Preferred Investor may transfer all or any portion of its shares of Convertible Preferred. In addition, (x) no Preferred Investor may sell any shares of our Class A common stock it receives upon conversion of its shares of Convertible Preferred for the duration of any lock-up period (after giving effect to any releases granted thereunder) in connection with this offering and (y) from the end of such lock-up period to the 12th month following this offering, the Preferred Investors may sell such shares of our Class A common stock in an amount not to exceed, on a pro rata basis, the amount of shares transferred by our Chairman or Chief Executive Officer. Following the 12th month following this offering, the Preferred Investors may sell all or any portion of such shares of our Class A common stock issued to it upon conversion of the Convertible Preferred. The Preferred Investors have also entered into lock-up agreements with BofA Securities in connection with this offering as described in "Shares Eligible for Future Sale."

Other Provisions

Neither our Class A common stock nor our Class B common stock has any preemptive or other subscription rights.

At such time when no LLC Units remain redeemable or exchangeable for shares of our Class A common stock, our Class B common stock will be cancelled.

Corporate Opportunity

Our amended and restated certificate of incorporation will provide that, to the fullest extent permitted by law, the doctrine of "corporate opportunity" will not apply to directors, officers, stockholders and affiliates of the Preferred Investors and Snapdragon Capital Partners, an affiliate of Mr. Grabowski, a member of our board of directors.

Certain Certificate of Incorporation, Bylaws and Statutory Provisions

The provisions of our certificate of incorporation and bylaws and of the DGCL summarized below may have an anti-takeover effect and may delay, defer or prevent a tender offer or takeover attempt that you might consider in your best interest, including an attempt that might result in your receipt of a premium over the market price for your shares of Class A common stock.

Anti-Takeover Effects of our Certificate of Incorporation and Bylaws

Our amended and restated certificate of incorporation and amended and restated bylaws will contain certain provisions that are intended to enhance the likelihood of continuity and stability in the composition of our board of directors and that may have the effect of delaying, deferring or preventing a future takeover or change in control of our company unless such takeover or change in control is approved by our board of directors. These provisions include:

Election of directors; no cumulative voting. Our board of directors will consist of between three and seven directors. The exact number of directors will be fixed from time to time by resolution of our board of directors. Under Delaware law, the right to vote cumulatively does not exist unless the certificate of incorporation specifically authorizes cumulative voting. Our amended and restated certificate of incorporation will not authorize cumulative voting.

Removal of directors; vacancies. Our amended and restated certificate of incorporation will provide that directors may only be removed for cause, and only by the affirmative vote of holders of at least two-thirds in voting power of all outstanding shares of common stock of our company entitled to vote thereon, voting together as a single class. Any vacancy occurring on our board of directors and any newly created directorship may be filled only by a majority of the remaining directors in office.

Staggered board. In connection with this offering, our board of directors will be will be divided into three classes serving staggered three-year terms. Class I, Class II and Class III directors will serve until our annual meetings of stockholders in 2021, 2022 and 2023 respectively. At each annual meeting of stockholders, directors will be elected to succeed the class of directors whose terms have expired. This classification of our board of directors could have the effect of increasing the length of time necessary to change the composition of a majority of our board of directors. In general, at least two annual meetings of stockholders will be necessary for stockholders to effect a change in a majority of the members of our board of directors.

Limits on written consents. Our amended and restated certificate of incorporation and our amended and restated bylaws provide that holders of our common stock will not be able to act by written consent without a meeting, unless such consent is unanimous.

Special stockholder meetings. Our amended and restated certificate of incorporation and our amended and restated bylaws will provide that special meetings of our stockholders may be called only by the Chairman of our board of directors or a majority of our directors. Our amended and restated certificate of incorporation and our amended and restated bylaws will specifically deny any power of any other person to call a special meeting.

Amendment of certificate of incorporation. The provisions of our amended and restated certificate of incorporation described under "—Election of directors; no cumulative voting," "—Removal of directors; vacancies," "—Staggered board," "—Limits on written consents," "—Special stockholder meetings" and the voting thresholds described in this section may be amended, altered, repealed or rescinded only by the affirmative vote of the holders of at least two-thirds in voting power of all outstanding shares of stock of our company entitled to vote thereon, voting together as a single class. The affirmative vote of holders of at least a majority of the voting power of our outstanding shares of stock will generally be required to amend other provisions of our amended and restated certificate of incorporation.

Amendment of bylaws. Any amendment, alteration, rescission or repeal of certain provisions of our amended and restated bylaws will require either (i) the affirmative vote of a majority of directors present at any regular or special meeting of the board of directors called for that purpose, provided that any alteration, amendment or repeal of, or adoption of any bylaw inconsistent with, specified provisions of the bylaws, including those related to special and annual meetings of stockholders, action of stockholders by written consent, classification of our board of directors, nomination of directors, special meetings of directors, removal of directors, committees of our board of directors and indemnification of directors and officers, requires the affirmative vote of at least two-thirds of all directors in office at a meeting called for that purpose; or (ii) the affirmative vote of the holders of two-thirds of the voting power of our outstanding shares of voting stock, voting together as a single class.

Authorized but unissued shares. The authorized but unissued shares of common stock and preferred stock are available for future issuance without stockholder approval, subject to any limitations imposed by the listing rules of the NYSE. The existence of authorized but unissued and unreserved common stock and preferred stock could make more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise. See "—Preferred Stock" and "—Anti-Takeover Effects of our Certificate of Incorporation and Bylaws—Authorized but unissued shares" above.

Business combinations with interested stockholders. In general, Section 203 of the DGCL prohibits a publicly held Delaware corporation from engaging in a business combination, such as a merger, with a person or group owning 15% or more of the corporation's voting stock for a period of three years following the date the person became an interested stockholder, unless (with certain exceptions) the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner. We have expressly elected not to be governed by the "business combination" provisions of Section 203 of the DGCL.

Exclusive forum. Our amended and restated certificate of incorporation will provide that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by applicable law, (i) the Court of Chancery of the State of Delaware will be the sole and exclusive forum for certain types of actions or proceedings under Delaware statutory or common law and (ii) the federal district courts of the United States will be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the federal securities laws of the United States. However, there is uncertainty as to whether a court would enforce such a forum selection provision as written in connection with claims arising under the Securities Act, and investors cannot waive compliance with the federal securities laws of the United States and the rules and regulations thereunder. These exclusive forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, employees or agents, which may discourage such lawsuits against us and such persons. See "Risk Factors—Risks Related to Our Class A Common Stock and this Offering—Our amended and restated certificate of incorporation that will be in effect upon the completion of this offering will designate the Court of Chancery of the State of Delaware and, to the extent enforceable, the federal district courts of the United States as the sole and exclusive forums for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees or agents."

Directors' Liability; Indemnification of Directors and Officers

Our amended and restated certificate of incorporation will limit the liability of our directors to the fullest extent permitted by the DCGL and provides that we will provide them with customary indemnification. We expect to enter into customary indemnification agreements with each of our executive officers and directors that provide them, in general, with customary indemnification in connection with their service to us or on our behalf.

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock will be Computershare Trust Company, N.A.

Securities Exchange

We have applied to have our Class A common stock approved for listing on the NYSE under the symbol “XPOF.”

U.S. FEDERAL INCOME AND ESTATE TAX CONSIDERATIONS TONON-U.S. HOLDERS

The following is a general discussion of the material U.S. federal income and estate tax consequences of the purchase, ownership and disposition of our Class A common stock by a "non-U.S. holder." A "non-U.S. holder" is a beneficial owner of a share of our Class A common stock that is, for U.S. federal income tax purposes:

- a non-resident alien individual, other than a former citizen or resident of the U.S. subject to U.S. tax as an expatriate,
- a foreign corporation, or
- a foreign estate or trust.

If a partnership or other pass-through entity (including an entity or arrangement treated as a partnership or other type of pass-through entity for U.S. federal income tax purposes) owns our Class A common stock, the tax treatment of a partner or beneficial owner of the entity may depend upon the status of the partner or beneficial owner, the activities of the entity and certain determinations made at the partner or beneficial owner level. Partners and beneficial owners in partnerships or other pass-through entities that own our Class A common stock should consult their own tax advisors as to the particular U.S. federal income and estate tax consequences applicable to them.

This discussion is based on the Code and administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, changes to any of which subsequent to the date of this prospectus may affect the tax consequences described herein (possibly with retroactive effect). This discussion does not address all aspects of U.S. federal income and estate taxation that may be relevant to non-U.S. holders in light of their particular circumstances and does not address any U.S. federal gift, alternative minimum tax or Medicare contribution tax considerations or any tax consequences arising under the laws of any state, local or foreign jurisdiction. Prospective holders are urged to consult their tax advisors with respect to the particular tax consequences to them of owning and disposing of our Class A common stock, including the consequences under the laws of any state, local or foreign jurisdiction.

Dividends

To the extent that we make a distribution of cash or other property (other than certain pro rata distributions of our stock) in respect of our Class A common stock, the distribution generally will be treated as a dividend for U.S. federal income tax purposes to the extent it is paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Any portion of a distribution that exceeds our current and accumulated earnings and profits generally will be treated first as a tax-free return of capital that reduces the adjusted tax basis of a non-U.S. holder's Class A common stock, and to the extent the amount of the distribution exceeds a non-U.S. holder's adjusted tax basis in our Class A common stock, the excess will be treated as gain from the disposition of our Class A common stock (the tax treatment of which is discussed below under "—Gain on Disposition of our Class A Common Stock").

Dividends paid to a non-U.S. holder generally will be subject to U.S. federal withholding tax at a 30% rate, or a reduced rate specified by an applicable income tax treaty, subject to the discussion of FATCA (as defined below) withholding taxes below. In order to obtain a reduced rate of withholding under an applicable income tax treaty, a non-U.S. holder generally will be required to provide a properly executed IRS FormW-8BEN or IRS Form W-8BEN-E, as applicable, certifying its entitlement to benefits under the treaty.

Dividends paid to a non-U.S. holder that are effectively connected with the non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, are attributable

to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States) will not be subject to U.S. federal withholding tax if the non-U.S. holder provides a properly executed IRS Form W-8ECI. Instead, the effectively connected dividend income will generally be subject to regular U.S. income tax as if the non-U.S. holder were a U.S. person as defined under the Code. A non-U.S. holder that is treated as a corporation for U.S. federal income tax purposes receiving effectively connected dividend income may also be subject to an additional "branch profits tax" imposed at a rate of 30% (or a lower treaty rate) on its effectively connected earnings and profits (subject to certain adjustments).

A non-U.S. holder eligible for a reduced rate of U.S. federal withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

Gain on Disposition of our Class A Common Stock

Subject to the discussions of backup withholding and FATCA withholding tax below, a non-U.S. holder generally will not be subject to U.S. federal income tax on gain realized on a sale or other disposition of our Class A common stock unless:

- the gain is effectively connected with the conduct of a trade or business by the non-U.S. holder in the United States (and, if required by an applicable tax treaty, the gain is attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States), in which case the gain will be subject to U.S. federal income tax generally in the same manner as effectively connected dividend income as described above;

- the non-U.S. holder is an individual present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met, in which case the gain (net of certain U.S.-source losses) generally will be subject to U.S. federal income tax at a rate of 30% (or a lower treaty rate); or

- we are or have been a "U.S. real property holding corporation" (as described below) at any time within the five-year period preceding the disposition or the non-U.S. holder's holding period, whichever period is shorter, and either (i) our Class A common stock is not regularly traded on an established securities market prior to the beginning of the calendar year in which the sale or disposition occurs or (ii) the non-U.S. holder has owned or is deemed to have owned, at any time within the five-year period preceding the disposition or the non-U.S. holder's holding period, whichever period is shorter, more than 5% of our Class A common stock.

We will be a U.S. real property holding corporation at any time that the fair market value of our "U.S. real property interests" (as defined in the Code and applicable Treasury regulations), equals or exceeds 50% of the aggregate fair market value of our worldwide real property interests and our other assets used or held for use in a trade or business (all as determined for the U.S. federal income tax purposes). We believe that we are not, and do not anticipate becoming in the foreseeable future, a U.S. real property holding corporation.

Information Reporting and Backup Withholding

Distributions paid to a non-U.S. holder and the amount of any tax withheld with respect to such distributions generally will be reported to the IRS. Copies of the information returns reporting such distributions and any withholding may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable income tax treaty.

A non-U.S. holder will not be subject to backup withholding on dividends received if such holder certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that such holder is a U.S. person), or such holder otherwise establishes an exemption.

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale or other disposition of our Class A common stock made within the United States or conducted through certain U.S.-related financial intermediaries, unless the non-U.S. holder complies with certification procedures to establish that it is not a U.S. person in order to avoid information reporting and backup withholding. The certification procedures required to claim a reduced rate of withholding under a treaty will generally satisfy the certification requirements necessary to avoid backup withholding as well.

Backup withholding is not an additional tax and the amount of any backup withholding from a payment to a non-U.S. holder will be allowed as a credit against the non-U.S. holder's U.S. federal income tax liability and may entitle the non-U.S. holder to a refund, provided that the required information is furnished to the IRS in a timely manner.

FATCA Withholding Tax

Under Sections 1471 through 1474 of the Code (such Sections commonly referred to as FATCA), payments of dividends on and the gross proceeds of dispositions of our Class A common stock paid to (i) a "foreign financial institution" (as specifically defined in the Code) or (ii) a "non-financial foreign entity" (as specifically defined in the Code) will be subject to a withholding tax (separate and apart from, but without duplication of, the withholding tax described above) at a rate of 30%, unless various U.S. information reporting and due diligence requirements (generally relating to ownership by U.S. persons of interests in or accounts with those entities) have been satisfied or an exemption from these rules applies. Under proposed U.S. Treasury regulations promulgated by the Treasury Department on December 13, 2018, which state that taxpayers may rely on the proposed Treasury regulations until final Treasury regulations are issued, this withholding tax will not apply to the gross proceeds from the sale or disposition of our Class A common stock. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. If a dividend payment is both subject to withholding under FATCA and subject to the withholding tax discussed above under "—Dividends," the withholding under FATCA may be credited against, and therefore reduce, such other withholding tax. Non-U.S. holders should consult their tax advisors regarding the possible implications of this withholding tax on their investment in our Class A common stock.

Federal Estate Tax

Individual non-U.S. holders (as specifically defined for U.S. federal estate tax purposes) and entities the property of which is potentially includible in such an individual's gross estate for U.S. federal estate tax purposes (for example, a trust funded by such an individual and with respect to which the individual has retained certain interests or powers) should note that our Class A common stock will be treated as U.S. situs property subject to U.S. federal estate tax, unless an applicable estate tax treaty provides otherwise.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our Class A common stock. We cannot make any prediction as to the effect, if any, that sales of Class A common stock or the availability of Class A common stock for future sales will have on the market price of our Class A common stock. The market price of our Class A common stock could decline because of the sale of a large number of shares of our Class A common stock or the perception that such sales could occur in the future. These factors could also make it more difficult to raise funds through future offerings of Class A common stock. See "Risk Factors—Risks Relating to Ownership of Our Class A Common Stock—If a substantial number of shares become available for sale and are sold in a short period of time, the market price of our Class A common stock could decline."

Sale of Restricted Shares

Upon the completion of this offering, we will have shares of Class A common stock (or shares if the underwriters exercise their option to purchase additional shares of Class A common stock in full) outstanding. Of these shares, the shares sold in this offering (or shares if the underwriters exercise their option to purchase additional shares of Class A common stock in full) will be freely tradable, without further restriction or registration under the Securities Act, except any shares held by our "affiliates," as that term is defined in Rule 144 under the Securities Act ("Rule 144"). In the absence of registration under the Securities Act, shares held by affiliates may only be sold in compliance with the limitations of Rule 144 described below or another exemption from the registration requirements of the Securities Act. As defined in Rule 144, an affiliate of an issuer is a person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the issuer. Upon the completion of this offering, approximately of our outstanding shares of Class A common stock will be deemed "restricted securities," as that term is defined under Rule 144, and would also be subject to the "lock-up" period noted below.

In addition, upon the completion of this offering, ContinuingPre-IPO LLC Members will own an aggregate of LLC Units and all of the shares of our Class B common stock. Continuing Pre-IPO LLC Members, from time to time following the completion of this offering, may require Xponential Holdings LLC to redeem or exchange all or a portion of their LLC Units for newly-issued shares of Class A common stock on a one-for-one basis. Shares of our Class B common stock will be cancelled on a one-for-one basis if we, following a redemption request from a ContinuingPre-IPO LLC Member, redeem or exchange LLC Units of such ContinuingPre-IPO LLC Member pursuant to the terms of the Amended LLC Agreement. Shares of our Class A common stock issuable to the Continuing Pre-IPO LLC Member upon a redemption or exchange of LLC Units would be considered "restricted securities," as that term is defined under Rule 144 and would also be subject to the "lock-up" period noted below.

Restricted securities may be sold in the public market only if they qualify for an exemption from registration under Rule 144, which is summarized below, or any other applicable exemption under the Securities Act, or pursuant to a registration statement that is effective under the Securities Act. Immediately following the completion of this offering, the holders of approximately shares of our Class A common stock and shares of our Class B common stock (on an assumed as-exchanged basis) will be entitled to dispose of their shares following the expiration of an initial 180-day underwriter "lock-up" period pursuant to the holding period, volume and other restrictions of Rule 144. BofA Securities, Inc. is entitled to waive these lock-up provisions at its discretion prior to the expiration dates of suchlock-up agreements.

Rule 144

In general, a person who has beneficially owned restricted shares of our common stock for at least six months would be entitled to sell such securities, provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding the sale and (ii) we are subject to the

Exchange Act periodic reporting requirements for at least 90 days before the sale. Persons who have beneficially owned restricted shares of our common stock for at least six months but who are our affiliates at the time of, or any time during the 90 days preceding the sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of the following:

- % of the number of shares of our Class A common stock then outstanding, which will equal approximately shares immediately after this offering (or approximately shares if the underwriters exercise their option to purchase additional shares of Class A common stock in full); or
- the average weekly trading volume of our common stock on during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale;

provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale and notice provisions of Rule 144 to the extent applicable.

Lock-Up Agreements

Our executive officers, directors and other security holders have agreed that, for a period of 180 days from the date of this prospectus, they will not, without the prior written consent of BofA Securities, Inc., dispose of or hedge any shares of our common stock or any securities convertible into or exchangeable for our common stock (including LLC Units) subject to certain exceptions (including dispositions in connection with the Reorganization Transactions).

We have agreed, subject to certain exceptions, not to issue, sell or otherwise dispose of any shares of our Class A common stock or any securities convertible into or exchangeable for our Class A common stock (including LLC Units) during the 180-day period following the date of this prospectus.

Registration Rights

Our Registration Rights Agreement grants registration rights to the Continuing Pre-IPO LLC Members and holders of our Convertible Preferred. See “Certain Relationships and Related Party Transactions—Registration Rights Agreement.”

UNDERWRITING

BofA Securities, Inc. and Jefferies LLC are acting as representatives of each of the underwriters named below. Subject to the terms and conditions set forth in an underwriting agreement among us and the underwriters, we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us the number of shares of Class A common stock set forth opposite its name below.

Underwriter	Number of Shares
BofA Securities, Inc.	
Jefferies LLC	
Morgan Stanley & Co. LLC	
Guggenheim Securities, LLC	
Citigroup Capital Markets Inc.	
Piper Sandler & Co.	
Robert W. Baird & Co. Incorporated	
Raymond James & Associates, Inc.	
Total	

Subject to the terms and conditions set forth in the underwriting agreement, the underwriters have agreed, severally and not jointly, to purchase all of the shares sold under the underwriting agreement if any of these shares are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make in respect of those liabilities.

The underwriters are offering the shares, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the shares, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officer's certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

The consummation of this offering and the sale of the Convertible Preferred are conditional on each other, and are scheduled to close substantially simultaneously with each other.

Commissions and Discounts

The representatives have advised us that the underwriters propose initially to offer the shares to the public at the public offering price set forth on the cover page of this prospectus and to dealers at that price less a concession not in excess of $ per share. After the initial offering, the public offering price, concession or any other term of this offering may be changed.

The following table shows the public offering price, underwriting discount and proceeds before expenses to us. The information assumes either no exercise or full exercise by the underwriters of their option to purchase additional shares

	Per Share	Without Option	With Option
Public offering price	$	$	$
Underwriting discount	$	$	$
Proceeds, before expenses, to us	$	$	$

Our offering expenses, not including the underwriting discount, are estimated at $. We have agreed to reimburse the underwriters for certain of their expenses, in an amount of up to $. In addition, the underwriters have agreed to reimburse us for certain documented expenses incurred in connection with this offering.

Option to Purchase Additional Shares

We have granted an option to the underwriters, exercisable for 30 days after the date of this prospectus, to purchase up to additional shares of our Class A common stock at the public offering price, less the underwriting discount. If the underwriters exercise this option, each will be obligated, subject to conditions contained in the underwriting agreement, to purchase a number of additional shares proportionate to that underwriter's initial amount reflected in the above table.

Reserved Shares

At our request, the underwriters have reserved for sale, at the initial public offering price, up to 5% of the shares offered by this prospectus for sale to some of our directors, officers, employees, friends and family, business associates and related persons. If these persons purchase reserved shares, this will reduce the number of shares available for sale to the general public. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same terms as the other shares offered by this prospectus.

No Sales of Similar Securities

We, and our executive officers, directors and other security holders have agreed not to sell or transfer any common stock for 180 days after the date of this prospectus (the "restricted period") without first obtaining the written consent of BofA Securities, Inc. Specifically, we and these other persons have agreed, with certain limited exceptions, not to directly or indirectly: offer, pledge, sell or contract to sell any common stock; sell any option or contract to purchase any common stock; purchase any option or contract to sell any common stock; grant any option, right or warrant for the sale of any common stock; lend or otherwise dispose of or transfer any common stock; request or demand that we file or make a confidential submission of a registration statement related to the common stock; or enter into any swap or other agreement that transfers, in whole or in part, the economic consequence of ownership of any common stock whether any such swap or transaction is to be settled by delivery of shares or other securities, in cash or otherwise.

The lock-up restrictions apply to common stock and to securities convertible into or exchangeable or exercisable for or repayable with common stock, and apply to securities owned now or acquired later by the person executing the agreement or for which such person later acquires the power of disposition.

The lock-up restrictions are subject to specified exceptions, including, without limitation:

- transactions relating to securities purchased on the open market following the completion of this offering,*provided* that no filing under Section 16(a) of the Exchange Act is required or voluntarily made during the restricted period;

- transfers of securities (i) as a bona fide gift or gifts, including, without limitation, gifts to a charity or charitable trust, (ii) to a trust for the direct or indirect benefit of the holder or the immediate family of the holder, (iii) by will, other testamentary document or intestate succession to a legal representative, heir, beneficiary or member of the immediate family of the holder, (iv) if the holder is a corporation, partnership, limited liability company, trust or other business entity, as part of a distribution to the stockholders, partners, members, beneficiaries or other equityholders of the holder, and (v) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 under the Securities Act) of the holder, or to the

holder's affiliates or to an investment fund or other entity controlling, controlled by, managing or managed by or under common control with the holder or its affiliates (including, for the avoidance of doubt, where the older is a partnership, to its general partner, a successor partnership or fund, or other fund managed by such partnership), or to a trust of which the holder and, in the case of our Chief Executive Officer, his family and friends and/or a charitable organization, are the legal and beneficial owner of all of the outstanding equity securities or similar interests, *provided* in each case that (x) BofA Securities, Inc. has received a signed lock-up agreement for the balance of the restricted period from each donee, trustee, distributee or transferee, as the case may be, (y) such transfer does not involve a disposition for value and (z) no filing under Section 16(a) of the Exchange Act is required or voluntarily made during the restricted period;

- transfers pursuant to the redemption or exchange of outstanding LLC Units for shares of Class A common stock (or securities convertible into or exercisable or exchangeable for shares of common stock) *provided* that (x) any securities received upon such redemption or exchange shall be subject to the lock-up restrictions, (y) such transfer does not involve a disposition for value and (z) no filing under Section 16(a) of the Exchange Act is voluntarily made during the restricted period any required Form 4 states the reason for such transfer;

- transfers to us in connection with the exercise, vesting or settlement of options, warrants or other rights to purchase shares of common stock, or any securities convertible into or exchangeable for common stock, in accordance with their terms (including, in each case, on a "cashless" or "net exercise" basis and/or to cover withholding tax obligations in connection with such exercise, vesting or settlement) pursuant to a stock incentive plan or stock purchase plan of ours described in this prospectus, *provided* that (x) any securities received upon such exercise, vesting or settlement shall be subject to the lock-up restrictions and (y) no filing under Section 16(a) of the Exchange Act is voluntarily made during the restricted period any required Form 4 states the reason for such transfer;

- transfers to us pursuant to arrangements in effect on the date of the lock-up agreement and described in this prospectus pursuant to which we have (a) an option to repurchase such securities or (b) a right of first refusal with respect to transfers of such securities, *provided* that (x) in the case of clause (b) the transfer triggering such right of first refusal is otherwise permitted under the lock-up agreement, and (y) in each case no filing under Section 16(a) of the Exchange Act is voluntarily made during the restricted period any required Form 4 states the reason for such transfer;

- transfers by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement, divorce decree, separation agreement or other related court order, *provided* that (x) the holder shall use reasonable best efforts to cause the transferee to deliver to BofA Securities, Inc. a signed lock-up agreement for the balance of the restricted period and (y) no filing under Section 16(a) of the Exchange Act is voluntarily made during the restricted period any required Form 4 states the reason for such transfer;

- transfers in connection with the establishment of a written trading plan pursuant to Rule 10b5-1 under the Exchange Act,*provided* that (x) the securities subject to such plan may not be transferred during the restricted period and (y) no filing under Section 16(a) of the Exchange Act is required or voluntarily made during the restricted period;

- transfers to us in connection with the termination of the holder's service for us pursuant to an arrangement in effect on the date of the lock-up agreement that provides us with an option to repurchase such securities, *provided* that no filing under Section 16(a) of the Exchange Act is voluntarily made during the restricted period any required Form 4 states the reason for such transfer;

- transfers pursuant to a bona fide third-party tender offer, merger, consolidation or similar transaction made to all holders of our capital stock involving a change of control of us, *provided* that (x) in the event that such tender offer, merger, consolidation or similar transaction is not completed, such securities shall remain subject to the lock-up restrictions, and (y) no filing under Section 16(a) of the Exchange Act is voluntarily made during the restricted period;

- to the underwriters pursuant to the underwriting agreement;

- pursuant to transactions described, and as contemplated, under "Organizational Structure," *provided* that (x) any securities received in such transactions shall be subject to the lock-up restrictions, and (y) no filing under Section 16(a) of the Exchange Act is voluntarily made during the restricted period; and

- in the case of certain of our significant stockholders, pursuant to a pledge, hypothecation or other granting of a security interest in shares of common stock to one or more lending institutions as collateral or security for or in connection with a margin loan or other loans, advances or extensions of credit entered by the holder or its affiliates, or a refinancing thereof, and any subsequent transfers of such common stock pursuant to any foreclosures in connection therewith, *provided* that (x) the amount of the holder's common stock subject to such pledges, hypothecations or other grants of security interests shall be limited, in the aggregate, to 25% of the holder's common stock measured as of completion of this offering.

BofA Securities, Inc., in its sole discretion, may release the securities subject to the lock-up agreements described above in whole or in part at any time.

Listing

We have applied to list the shares of our Class A common stock on the NYSE under the symbol "XPOF."

Before this offering, there has been no public market for our Class A common stock. The initial public offering price will be determined through negotiations between us and the representatives. In addition to prevailing market conditions, the factors to be considered in determining the initial public offering price are

- the valuation multiples of publicly traded companies that the representatives believe to be comparable to us;

- our financial information;

- the history of, and the prospects for, our company and the industry in which we compete;

- an assessment of our management, its past and present operations and the prospects for, and timing of, our future revenues;

- the present state of our development; and

- the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to ours.

An active trading market for the shares may not develop. It is also possible that after the offering the shares will not trade in the public market at or above the initial public offering price.

The underwriters do not expect to sell more than 5% of the shares in the aggregate to accounts over which they exercise discretionary authority.

Price Stabilization, Short Positions and Penalty Bids

Until the distribution of the shares is completed, SEC rules may limit underwriters and selling group members from bidding for and purchasing our Class A common stock. However, the representatives may engage in transactions that stabilize the price of our Class A common stock, such as bids or purchases to peg, fix or maintain that price.

In connection with this offering, the underwriters may purchase and sell our Class A common stock in the open market. These transactions may include short sales, purchases on the open market to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in this offering. "Covered" short sales are sales made in an amount not greater than the underwriters' option to purchase additional shares described above. The underwriters may close out any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option granted to them. "Naked" short sales are sales in excess of such option. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our Class A common stock in the open market after pricing that could adversely affect investors who purchase in this offering. Stabilizing transactions consist of various bids for or purchases of shares of Class A common stock made by the underwriters in the open market prior to the completion of this offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Similar to other purchase transactions, the underwriters' purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our Class A common stock or preventing or retarding a decline in the market price of our Class A common stock. As a result, the price of our Class A common stock may be higher than the price that might otherwise exist in the open market. The underwriters may conduct these transactions on the NYSE, in the over-the-counter market or otherwise.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our Class A common stock. In addition, neither we nor any of the underwriters make any representation that the representatives will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Electronic Distribution

In connection with this offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such ase-mail.

Other Relationships

Some of the underwriters and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their

customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Notice to Prospective Investors in the European Economic Area

In relation to each Member State of the European Economic Area (each, a "Relevant State"), no shares have been offered or will be offered pursuant to the public in that Relevant State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation), except that offers of shares may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of shares shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

Each person in a Relevant State who initially acquires any shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with us and the representatives that it is a qualified investor within the meaning of the Prospectus Regulation.

In the case of any shares being offered to a financial intermediary as that term is used in Article 5(1) of the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer to the public other than their offer or resale in a Relevant State to qualified investors, in circumstances in which the prior consent of the representatives has been obtained to each such proposed offer or resale.

For the purposes of this provision, the expression an "offer to the public" in relation to any shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

The above selling restriction is in addition to any other selling restrictions set out below.

Notice to Prospective Investors in the United Kingdom

No shares have been offered or will be offered pursuant to the public in the United Kingdom prior to the publication of a prospectus in relation to the shares which has been approved by the FCA, except that offers of shares may be made to the public in the United Kingdom at any time under the following exemptions under the U.K. Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under Article 2 of the U.K. Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the U.K. Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Section 86 of the Financial Services Markets Act 2000 (as amended, the "FSMA");

provided that no such offer of shares shall require us or any representative to publish a prospectus pursuant to 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the U.K. Prospectus Regulation.

Each person in the United Kingdom who initially acquires any shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with us and the representatives that it is a qualified investor within the meaning of Article 2 of the U.K. Prospectus Regulation.

In the case of any shares being offered to a financial intermediary as that term is used in Article 1(4) of the U.K. Prospectus Regulation, each financial intermediary will also be deemed to have represented, acknowledged and agreed that the shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any shares to the public, other than their offer or resale in the United Kingdom to qualified investors as so defined or in circumstances in which the prior consent of the of the representatives has been obtained to each such proposed offer or resale.

For the purposes of this provision: the expression an "offer to the public" in relation to any shares in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares; and the expression "U.K. Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

Notice to Prospective Investors in Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This prospectus has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this prospectus nor any other offering or marketing material relating to the shares or this offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to this offering, our company or the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes ("CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

Notice to Prospective Investors in the Dubai International Financial Centre

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the "DFSA"). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt

Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

Notice to Prospective Investors in Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission in relation to this offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (the "Exempt Investors") who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under this offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Notice to Prospective Investors in Hong Kong

The shares have not been offered or sold and will not be offered or sold in Hong Kong by means of any document other than: (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the shares has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Notice to Prospective Investors in Japan

The shares have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, will not be offered or sold, directly or indirectly, in Japan, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in

Japan or to any Japanese Person, except in compliance with all applicable laws, regulations and ministerial guidelines promulgated by relevant Japanese governmental or regulatory authorities in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

Notice to Prospective Investors in Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the shares were not offered or sold or caused to be made the subject of an invitation for subscription or purchase and will not be offered or sold or caused to be made the subject of an invitation for subscription or purchase, and this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares, has not been circulated or distributed, nor will it be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares pursuant to an offer made under Section 275 of the SFA except:

(a) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(b) where no consideration is or will be given for the transfer;

(c) where the transfer is by operation of law;

(d) as specified in Section 276(7) of the SFA; or

(e) as specified in Regulation 32 of the Securities and Futures (Offers of Investment) (Shares and Debentures) Regulations 2005.

Notice to Prospective Investors in Canada

The shares may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment hereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (**NI 33-105**), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

LEGAL MATTERS

The validity of the issuance of the shares of Class A common stock offered hereby will be passed upon for Xponential Fitness, Inc. by Davis Polk & Wardwell LLP. Latham & Watkins LLP, New York, New York is representing the underwriters.

EXPERTS

The financial statements of Xponential Fitness, Inc. as of December 31, 2020 and for the period from January 14, 2020 (date of inception) through December 31, 2020 included in this prospectus, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein and elsewhere in the Registration Statement. Such financial statements are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements of Xponential Fitness LLC as of December 31, 2019 and 2020 and for each of the three years in the period ended December 31, 2020 included in this prospectus, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein and elsewhere in the Registration Statement. Such financial statements are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the Class A common stock offered hereby. This prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules thereto. For further information with respect to our company and our Class A common stock, reference is made to the registration statement and the exhibits and any schedules filed therewith. Statements contained in this prospectus as to the contents of any contract or other document referred to are not necessarily complete and in each instance, if such contract or document is filed as an exhibit, reference is made to the copy of such contract or other document filed as an exhibit to the registration statement, each statement being qualified in all respects by such reference. The SEC maintains an Internet site at www.sec.gov that contains reports, proxy and information statements we have filed electronically with the SEC.

As a result of this offering, we will be required to file periodic reports and other information with the SEC. We also maintain an Internet site at www.xponential.com. Our website and the information contained therein or connected thereto shall not be deemed to be incorporated into this prospectus or the registration statement of which it forms a part.

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholder of
Xponential Fitness, Inc.

Opinion on the Financial Statements

We have audited the accompanying balance sheet of Xponential Fitness, Inc. (the "Company") as of December 31, 2020, the related statements of stockholder's equity and cash flows for the period from January 14, 2020 (date of inception) through December 31, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020, and the results of its cash flows for the period from January 14, 2020 (date of inception) through December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP

Costa Mesa, California
April 16, 2021

We have served as the Company's auditor since 2020.

XPONENTIAL FITNESS, INC.

Balance Sheet

	December 31, 2020
Assets	
Current Assets:	
Cash and cash equivalents	$ 1,000
Total assets	$ 1,000
Commitments and contingencies	
Stockholder's Equity	
Stockholder's equity:	
Common stock, $0.0001 par value, 1,000 shares authorized, issued and outstanding	$ —
Additional paid-in capital	1,000
Total stockholder's equity	$ 1,000

See accompanying notes to financial statements.

XPONENTIAL FITNESS, INC.

Statement of Changes to Stockholder's Equity

	For the period January 14, 2020 (date of inception) through December 31, 2020
Balance at January 14, 2020	$ —
Issuance of common stock	1,000
Balance at December 31, 2020	$ 1,000

See accompanying notes to financial statements.

XPONENTIAL FITNESS, INC.

Statement of Cash Flows

	For the period January 14, 2020 (date of inception) through December 31, 2020
Cash flows from financing activities:	
Proceeds from issuance of common stock	$ 1,000
Net cash provided by financing activities	1,000
Cash and cash equivalents, beginning of period	—
Cash and cash equivalents, end of period	$ 1,000

See accompanying notes to financial statements.

XPONENTIAL FITNESS, INC.

Notes to Financial Statements

Note 1—Organization and Background

Xponential Fitness, Inc. (the "Company"), was incorporated in Delaware on January 14, 2020. Pursuant to a reorganization into a holding company structure, the Company will be a holding company with its principal asset being a controlling ownership interest in Xponential Intermediate Holdings LLC.

Basis of presentation—The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States. A statement of income has not been presented because the Company has not engaged in any business or other activities except in connection with the formation of the Company.

Note 2—Summary of Significant Accounting Policies

Income taxes—The Company is treated as a C corporation, and therefore, is subject to both federal and state income taxes. Xponential Intermediate Holdings LLC continues to be recognized as a limited liability company, a pass-through entity for income tax purposes.

Note 3—Stockholder's Equity

On January 14, 2020, the Company was authorized to issue 1,000 shares of common stock, $0.0001 par value. On January 23, 2020, the Company issued 1,000 shares for $1,000, all of which are owned by H&W Franchise Holdings LLC. Payment for the shares was received January 30, 2020.

Note 4—Subsequent Events

The Company has evaluated subsequent events through April 16, 2021, which is the date its financial statements were available to be issued.

Xponential Fitness, Inc.

Balance Sheets
(Unaudited)

	December 31, 2020	March 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 1,000	$ 569
Total assets	$ 1,000	$ 569
Commitments and contingencies		
Stockholder's Equity		
Stockholder's equity		
Common stock, $0.0001 par value, 1,000 shares authorized, issued and outstanding	$ —	$ —
Additional paid-in capital	1,000	1,000
Accumulated deficit	—	(431)
Total stockholder's equity	$ 1,000	$ 569

See accompanying notes to financial statements.

Xponential Fitness, Inc.

Statements of Operations
(Unaudited)

	For the period from January 14, 2020 (date of inception) through March 31, 2020	Three Months Ended March 31, 2021
Selling, general and administrative expenses	$ —	$ 431
Total expenses	—	431
Net loss	$ —	$ (431)

See accompanying notes to financial statements.

Xponential Fitness, Inc.

Statements of Changes to Stockholder's Equity
(Unaudited)

	Additional paid-in capital	Accumulated Deficit	Total Stockholder's Equity
Balance at January 14, 2020	$ —	$ —	$ —
Issuance of common stock	1,000	—	1,000
Balance at March 31, 2020	$ 1,000	$ —	$ 1,000

	Additional paid-in capital	Accumulated Deficit	Total Stockholder's Equity
Balance at January 1, 2021	$ 1,000	$ —	$ 1,000
Net loss	—	(431)	(431)
Balance at March 31, 2021	$ 1,000	$ (431)	$ 569

See accompanying notes to financial statements.

Xponential Fitness, Inc.

Statements of Cash Flows
(Unaudited)

	For the period from January 14, 2020 (date of inception) through March 31, 2020	Three Months Ended March 31, 2021
Cash flows from operating activities:		
Net loss	$ —	$ (431)
Net cash used in operating activities	—	(431)
Cash flows from financing activities:		
Proceeds from issuance of common stock	1,000	—
Net cash provided by financing activities	1,000	—
Increase (decrease) in cash and cash equivalents	1,000	(431)
Cash and cash equivalents, beginning of period	—	1,000
Cash and cash equivalents, end of period	$ 1,000	$ 569

See accompanying notes to financial statements.

Xponential Fitness, Inc.

Notes to Financial Statements
(Unaudited)

Note 1—Organization and Background

Xponential Fitness, Inc. (the "Company"), was incorporated in Delaware on January 14, 2020. Pursuant to a reorganization into a holding company structure, the Company will be a holding company with its principal asset being a controlling ownership interest in Xponential Intermediate Holdings LLC.

Basis of presentation—The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States. In the opinion of management, the Company has made all adjustments necessary to present fairly the statements of operations, balance sheets, changes in stockholder's equity, and cash flows for the periods presented. Such adjustments are of a normal, recurring nature. These unaudited financial statements should be read in conjunction with the financial statements and related Notes included in the Company's 2020 financial statements. Interim results of operations are not necessarily indicative of results of operations to be expected for a full year.

Note 2—Summary of Significant Accounting Policies

Income taxes – The Company is treated as a C corporation, and therefore, is subject to both federal and state income taxes. Xponential Intermediate Holdings LLC continues to be recognized as a limited liability company, a pass-through entity for income tax purposes.

Note 3—Stockholder's Equity

On January 14, 2020, the Company was authorized to issue 1,000 shares of common stock, $0.0001 par value. On January 23, 2020, the Company issued 1,000 shares for $1,000, all of which are owned by H&W Franchise Holdings LLC. Payment for the shares was received January 30, 2020.

Note 4—Subsequent Events

The Company has evaluated subsequent events through June 3, 2021, which is the date its financial statements were available to be issued.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Managers and Member of
Xponential Fitness LLC:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC) and subsidiaries (the "Company"), as of December 31, 2020 and 2019, the related consolidated statements of operations, changes to member's equity and cash flows, for each of the three years in the period ended December 31, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and 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 financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP

Costa Mesa, California
April 16, 2021

We have served as the Company's auditor since 2018.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Consolidated Balance Sheets
(amounts in thousands)

	December 31, 2019	December 31, 2020
Assets		
Current Assets:		
Cash, cash equivalents and restricted cash	$ 9,339	$ 11,299
Accounts receivable, net (Note 9)	10,780	5,196
Inventories	4,769	6,161
Prepaid expenses and other current assets	2,759	5,480
Deferred costs, current portion (Note 9)	2,690	3,281
Notes receivable from franchisees, net (Note 9)	1,190	1,288
Total current assets	31,527	32,705
Property and equipment, net	13,987	13,694
Goodwill	139,598	139,680
Intangible assets, net	102,019	98,124
Deferred costs, net of current portion (Note 9)	35,821	35,445
Notes receivable from franchisees, net of current portion (Note 9)	2,297	2,576
Other assets	418	614
Total assets	$ 325,667	$ 322,838
Liabilities and Member's Equity		
Current Liabilities:		
Accounts payable	$ 16,825	$ 18,339
Accrued expenses (Note 9)	18,358	13,764
Deferred revenue, current portion	14,822	14,247
Notes payable (Note 9)	792	970
Current portion of long-term debt	2,775	5,795
Other current liabilities	2,759	1,804
Total current liabilities	56,331	54,919
Deferred revenue, net of current portion	68,001	74,361
Contingent consideration from acquisitions (Note 10)	20,500	8,399
Line of credit	8,000	—
Long-term debt, net of current portion and issuance costs	141,612	176,002
Other liabilities	4,545	4,408
Total liabilities	298,989	318,089
Commitments and contingencies (Note 10)		
Member's equity:		
Member's contribution	152,265	113,697
Receivable from Member (Note 9)	(31,735)	(1,456)
Accumulated deficit	(93,852)	(107,492)
Total member's equity	26,678	4,749
Total liabilities and member's equity	$ 325,667	$ 322,838

See accompanying notes to consolidated financial statements.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Consolidated Statements of Operations
(amounts in thousands)

	Year ended December 31,		
	2018	2019	2020
Revenue, net:			
Franchise revenue	$ 19,852	$ 47,364	$ 48,056
Equipment revenue	22,646	40,012	20,642
Merchandise revenue	9,575	22,215	16,648
Franchise marketing fund revenue	3,745	8,648	7,448
Other service revenue	3,446	10,891	13,798
Total revenue, net	59,264	129,130	106,592
Operating costs and expenses:			
Costs of product revenue	22,901	41,432	25,727
Costs of franchise and service revenue (Note 9)	3,127	5,703	8,392
Selling, general and administrative expenses (Note 9)	44,551	80,495	60,917
Depreciation and amortization	3,513	6,386	7,651
Marketing fund expense	3,285	8,217	7,101
Acquisition and transaction expenses (income) (Note 9)	18,095	7,948	(10,990)
Total operating costs and expenses	95,472	150,181	98,798
Operating income (loss)	(36,208)	(21,051)	7,794
Other (income) expense:			
Interest income	(56)	(168)	(345)
Interest expense (Note 9)	6,253	16,087	21,410
Total other expense	6,197	15,919	21,065
Loss before income taxes	(42,405)	(36,970)	(13,271)
Income taxes	73	164	369
Net loss	$ (42,478)	$ (37,134)	$ (13,640)

See accompanying notes to consolidated financial statements.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Consolidated Statements of Changes to Member's Equity
(amounts in thousands)

	Member's Contribution	Receivable from Member	Accumulated Deficit	Total Member's Equity
Balance at January 1, 2018	$ 105,222	$ —	$ (14,240)	$ 90,982
Parent's stock contributed for acquisitions	43,010	—	—	43,010
Equity based compensation	1,969	—	—	1,969
Receivable from Member	—	(31,298)	—	(31,298)
Net loss	—	—	(42,478)	(42,478)
Balance at December 31, 2018	150,201	(31,298)	(56,718)	62,185
Equity based compensation	2,064	—	—	2,064
Payment of Member expenses	—	(437)	—	(437)
Net loss	—	—	(37,134)	(37,134)
Balance at December 31, 2019	152,265	(31,735)	(93,852)	26,678
Equity based compensation	1,751	—	—	1,751
Member contributions	32,884	—	—	32,884
Distributions to Member	(73,203)	—	—	(73,203)
Payment received from Member, net	—	30,279	—	30,279
Net loss	—	—	(13,640)	(13,640)
Balance at December 31, 2020	$ 113,697	$ (1,456)	$ (107,492)	$ 4,749

See accompanying notes to consolidated financial statements.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Consolidated Statements of Cash Flows
(amounts in thousands)

	Year ended December 31,		
	2018	2019	2020
Cash flows from operating activities:			
Net loss	$ (42,478)	$ (37,134)	$ (13,640)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and amortization	3,513	6,386	7,651
Change in contingent consideration from acquisitions (Note 9)	14,900	7,948	(10,990)
Amortization of debt issuance cost	263	526	3,096
Bad debt expense	772	1,528	2,766
Equity based compensation	1,969	2,064	1,751
Non-cash interest expense	247	2,823	1,321
Loss from disposal of assets	116	691	68
Changes in assets and liabilities, net of effect of acquisitions:			
Accounts receivable	(2,172)	(6,567)	2,977
Inventories	(804)	(296)	(1,392)
Prepaid expenses and other current assets	443	(1,627)	(2,904)
Deferred costs (Note 9)	(14,204)	(18,476)	(1,204)
Notes receivable, net	(1,859)	(579)	210
Accounts payable	6,430	6,527	1,709
Accrued expenses	1,696	936	1,914
Accrued related party interest	—	(68)	(28)
Other current liabilities	1,900	401	(955)
Deferred revenue	27,011	35,140	7,005
Other assets	175	(50)	(196)
Other liabilities	2,918	1,375	113
Net cash provided by (used in) operating activities	836	1,548	(728)
Cash flows from investing activities:			
Purchases of property and equipment	(7,551)	(7,226)	(1,880)
Proceeds from disposal of property and equipment	1	327	—
Purchase of studios	—	(532)	(1,150)
Proceeds from sale of company-owned studios	—	1,685	58
Purchase of intangible assets	(933)	(281)	(1,010)
Notes receivable	—	(3,002)	(619)
Acquisition of businesses, net of cash acquired	(15,948)	(750)	—
Net cash used in investing activities	(24,431)	(9,779)	(4,601)
Cash flows from financing activities:			
Borrowings from line of credit	8,000	—	10,000
Payments on line of credit	(2,000)	—	(18,000)
Borrowings from long-term debt	79,770	12,000	188,665
Payments on long-term debt	(53,206)	(1,602)	(149,219)
Debt issuance costs	(1,704)	(205)	(5,158)
Payment of contingent consideration	—	(1,656)	(3,250)
Loans from related party (Note 9)	2,435	1,048	—
Payments on loans from related party (Note 9)	(688)	(2,532)	(111)
Member contributions	—	—	27,286
Distributions to Member	—	—	(73,203)
Receipts from (advances to) Member, net (Note 9)	(1,780)	(437)	30,279
Receipts from (advances to) affiliates, net (Note 9)	661	(255)	—
Net cash provided by financing activities	31,488	6,361	7,289
Increase (decrease) in cash, cash equivalents and restricted cash	7,893	(1,870)	1,960
Cash, cash equivalents and restricted cash, beginning of year	3,316	11,209	9,339
Cash, cash equivalents and restricted cash, end of year	$ 11,209	$ 9,339	$ 11,299
Supplemental cash flow information:			
Interest paid	$ 5,557	$ 12,859	$ 17,035
Income taxes paid	63	174	228
Noncash investing and financing activity:			
Capital expenditures accrued	$ 12	$ 1,211	$ 196
Receivable recorded for sale of company-owned studio	—	200	—
Contingent consideration converted to Member contribution	—	—	5,598
Debt issuance costs added to debt principal	—	—	975
Parent's stock issued for acquisition of businesses	43,010	—	—
Contingent consideration upon acquisition	2,748	—	—
Debt assumed in acquisition	52,691	—	—
Note payable issued in connection with acquisition of business	724	—	—
Related party receivable reclassified to equity (Note 9)	18,070	—	—
Assumption of related party long-term debt (Note 9)	13,228	—	—

See accompanying notes to consolidated financial statements.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Notes to Consolidated Financial Statements
(amounts in thousands, except share and unit amounts)

Note 1—Nature of Business and Operations

Xponential Fitness LLC (the "Company") was formed on August 11, 2017 as a Delaware limited liability company for the sole purpose of franchising fitness brands in several verticals within the boutique fitness industry. The Company is a wholly owned subsidiary of Xponential Intermediate Holdings, LLC ("Member"), which was formed on February 24, 2020, and ultimately, H&W Franchise Holdings, LLC ("Parent"). Prior to the formation of the Member, the Company was a wholly owned subsidiary of H&W Franchise Intermediate Holdings, LLC.

Currently, the Company's portfolio of eight brands includes: "Club Pilates," a Pilates facility franchisor; "CycleBar," a premier indoor cycling franchise; "Stretch Lab," a fitness concept offering one-on-one assisted stretching services; "Row House," a rowing concept that provides an effective and efficient workout centered around the sport of rowing; "Yoga Six," a yoga concept that concentrates on connecting to one's body in a way that is energizing; "AKT" and "Pure Barre," which are dance-based concepts that provide a combination of personal training and movement based techniques; and "Stride," a running concept that offers treadmill-based high-intensity interval training and strength-training. The Company, through its brands, licenses its proprietary systems to franchisees who in turn operate studios to promote training and instruction programs to their club members within each vertical. In addition to franchised studios, the Company operated 14, four and 40 Company-owned studios as of December 31, 2018, 2019 and 2020, respectively.

Basis of presentation—The Company's consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("US GAAP").

Principles of consolidation—The Company's consolidated financial statements include the accounts of its wholly owned subsidiaries Club Pilates Franchise, LLC; CycleBar Holdco, LLC; Stretch Lab Franchise, LLC; Row House Franchise, LLC; Yoga Six Franchise, LLC; AKT Franchise, LLC; PB Franchising, LLC and Stride Franchise, LLC. All intercompany transactions have been eliminated in consolidation.

Use of estimates—The preparation of the consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the consolidated financial statements. Actual results could differ from these estimates under different assumptions or conditions.

Note 2—Summary of Significant Accounting Policies

Segment information—Operating segments are defined as components of an entity for which separate financial information is available and that is regularly reviewed by the Chief Operating Decision Maker ("CODM") in deciding how to allocate resources to an individual segment and in assessing performance. The Company's Chief Executive Officer is the Company's CODM. The CODM reviews financial information presented on a consolidated basis for purposes of making operating decisions, allocating resources and evaluating financial performance. As such, the Company has determined that it operates in one operating segment. During the years ended December 31, 2018, 2019 and 2020, the Company did not generate material international revenues and as of December 31, 2019 and 2020, the Company did not have material assets located outside of the United States.

Cash, cash equivalents and restricted cash—The Company considers all highly liquid investments with an original maturity of 90 days or less to be cash equivalents.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Notes to Consolidated Financial Statements
(amounts in thousands, except share and unit amounts)

The Company has marketing fund restricted cash, which can only be used for activities that promote the Company's brands. Restricted cash was $883 and $999 at December 31, 2019 and 2020, respectively.

Concentration of credit risk—Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of cash, accounts receivable and notes receivable. The Company maintains its cash with high-credit quality financial institutions. At December 31, 2019 and 2020, the Company had cash, cash equivalents and restricted cash that total $7,781 and $8,832, respectively, on deposit with high-credit quality financial institutions that exceed federally insured limits. The Company has not experienced any loss as a result of these or previous similar deposits. In addition, the Company closely monitors the extension of credit to its franchisees while maintaining allowances for potential credit losses.

Accounts receivable and allowance for doubtful accounts—Accounts receivable primarily consist of amounts due from franchisees and vendors. These receivables primarily relate to royalties, advertising contributions, equipment and product sales, training, vendor commissions and other miscellaneous charges. Receivables are unsecured; however, the franchise agreements provide the Company the right to withdraw funds from the franchisee's bank account or to terminate the franchise for nonpayment. On a periodic basis, the Company evaluates its accounts receivable balance and establishes an allowance for doubtful accounts based on a number of factors, including evidence of the franchisee's ability to comply with credit terms, economic conditions and historical receivables. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. At December 31, 2019 and 2020, the allowance for doubtful accounts was $225 and $2,405, respectively.

Inventories—Inventories are comprised of finished goods including equipment and branded merchandise primarily held for sale to franchisees. Cost is determined using the first-in-first-out method. Management analyzes obsolete, slow-moving and excess merchandise to determine adjustments that may be required to reduce the carrying value of such inventory to the lower of cost or net realizable value. Write-down of obsolete or slow-moving and excess inventory charges are included in costs of product revenue in the consolidated statements of operations.

Deferred offering costs—Deferred offering costs, primarily consisting of legal, accounting and other fees relating to the Company's initial public offering, are capitalized. These costs will be offset against the initial public offering proceeds upon the completion of the offering. In the event the offering is terminated, all deferred costs will be expensed. As of December 31, 2019 and 2020, the Company had capitalized $646 and $4,429, respectively, of deferred offering costs, which are recorded in prepaid expenses and other current assets in the consolidated balance sheets.

Property and equipment, net—Property and equipment are carried at cost less accumulated depreciation. Depreciation is recognized on a straight-line method, based on the following estimated useful lives:

Furniture and equipment	5 years
Computers and software	3-5 years
Vehicles	5 years
Leasehold improvements	Lesser of useful life or lease term

The cost and accumulated depreciation of assets sold or retired are removed from the accounts and any gain or loss is included in the results of operations during the period of sale or disposal. Costs for repairs and

maintenance are expensed as incurred. Repairs and maintenance costs for the years ended December 31, 2019 and 2020 were insignificant.

Goodwill and indefinite-lived intangible assets—Indefinite-lived intangible assets consist of goodwill and certain trademarks.

Goodwill—The Company tests for impairment of goodwill annually or sooner whenever events or circumstances indicate that goodwill might be impaired. Goodwill has been assigned to reporting units for purposes of impairment testing. The Company's reporting units are the brand names under which it sells franchises. The annual impairment test is performed as of the first day of the Company's fourth quarter. The annual impairment test begins with a qualitative assessment, where qualitative factors and their impact on critical inputs are assessed to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If the Company determines that a reporting unit has an indication of impairment based on the qualitative assessment, it is required to perform a quantitative assessment. The Company generally determines the estimated fair value using a discounted cash flow approach, giving consideration to the market valuation approach. If the carrying value exceeds the estimate of fair value, a write-down is recorded. The Company calculates impairment as the excess of the carrying value of goodwill over the estimated fair value. Based on the test results, no impairment was recorded for the years ended December 31, 2018, 2019 or 2020.

Trademarks—The Company tests for impairment of trademarks with an indefinite life annually or sooner whenever events or circumstances indicate that trademarks might be impaired. The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of the trademarks is less than the carrying amount. In the absence of sufficient qualitative factors, trademark impairment is determined utilizing a two-step analysis. The two-step analysis involves comparing the fair value to the carrying value of the trademarks. The Company determines the estimated fair value using a relief from royalty approach. If the carrying amount exceeds the fair value, the Company impairs the trademarks to their fair value. Based on the test results, no impairment was recorded for the years ended December 31, 2018, 2019 or 2020.

Definite-lived intangible assets—Definite-lived intangible assets, consisting of franchise agreements, reacquired franchise rights, customer relationships, non-compete agreements, certain trademarks and web design and domain, are amortized using the straight-line method over the estimated remaining economic lives. Deferred video production costs are amortized on an accelerated basis. Amortization expense related to intangible assets is included in depreciation and amortization expense. The recoverability of the carrying values of all intangible assets with finite lives is evaluated when events or changes in circumstances indicate an asset's value may be impaired. Impairment testing is based on a review of forecasted undiscounted operating cash flows. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value, which is determined based on discounted future cash flows, through a charge to the consolidated statements of operations. No definite-lived intangible asset impairment was recorded for the years ended December 31, 2018, 2019 or 2020.

Revenue recognition—The Company's contracts with customers consist of franchise agreements with franchisees. The Company also enters into agreements to sell merchandise and equipment, training, on-demand video services and membership to Company-owned studios. The Company's revenues primarily consist of franchise license revenues, other franchise related revenues including equipment and merchandise sales and training revenue. In addition, the Company earns on-demand revenue, service revenue and other revenue.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Notes to Consolidated Financial Statements
(amounts in thousands, except share and unit amounts)

Each of the Company's primary sources of revenue and their respective revenue policies are discussed further below.

Franchise revenue—

The Company enters into franchise agreements for each franchised studio. The Company's performance obligation under the franchise license is granting certain rights to access the Company's intellectual property; all other services the Company provides under the franchise agreement are highly interrelated, not distinct within the contract, and therefore accounted for as a single performance obligation, which is satisfied over the term of each franchise agreement. Those services include initial development, operational training, preopening support and access to the Company's technology throughout the franchise term. Fees generated related to the franchise license include development fees, royalty fees, marketing fees, technology fees and transfer fees, which are discussed further below. Variable fees are not estimated at contract inception, and are recognized as revenue when invoiced, which occurs monthly. The Company has concluded that its agreements do not contain any financing components.

Franchise development fee revenue—The Company's franchise agreements typically operate under ten-year terms with the option to renew for up to two additional five-year successor terms. The Company determined the renewal options are neither qualitatively nor quantitatively material and do not represent a material right. Initial franchise fees are non-refundable and are typically collected upon signing of the franchise agreement. Initial franchise fees are recorded as deferred revenue when received and are recognized on a straight-line basis over the franchise life, which the Company has determined to be ten years, as the Company fulfills its promise to grant the franchisee the rights to access and benefit from the Company's intellectual property and to support and maintain the intellectual property.

The Company may enter into an area development agreement with certain franchisees. Area development agreements are for a territory in which a developer has agreed to develop and operate a certain number of franchise locations over a stipulated period of time. The related territory is unavailable to any other party and is no longer marketed to future franchisees by the Company. Depending on the number of studios purchased under franchise agreements or area development agreements, the initial franchise fee ranges from $60 (single studio) to $350 (ten studios) and is paid to the Company when a franchisee signs the area development agreement. Area development fees are initially recorded as deferred revenue. The development fees are allocated to the number of studios purchased under the development agreement. The revenue is recognized on a straight-line basis over the franchise life for each studio under the development agreement. Development fees and franchise fees are generally recognized as revenue upon the termination of the development agreement with the franchisee.

The Company may enter into master franchise agreements with master franchisees, under which the master franchisee sells licenses to franchisees in one or more countries outside of North America. The master franchise agreements generally provide a ten-year period under which the master franchisee may sell licenses. The master franchise agreement term ends on the earlier of the expiration or termination of the last franchise agreement sold by the master franchisee. Initial master franchise fees are recorded as deferred revenue when received and are recognized on a straight-line basis over 20 years.

Franchise royalty fee revenue—Royalty revenue represents royalties earned from each of the franchised studios in accordance with the franchise disclosure document and the franchise agreement for use of the brands'

names, processes and procedures. The royalty rate in the franchise agreement is typically 7% of the gross sales of each location operated by each franchisee. Royalties are billed on a monthly basis. The royalties are entirely related to the Company's performance obligation under the franchise agreement and are billed and recognized as franchisee sales occur.

Technology fees—The Company may provide access to third-party or other proprietary technology solutions to the franchisees for a fee. The technology solution may include various software licenses for statistical tracking, scheduling, allowing club members to record their personal workout statistics, music and technology support. The Company bills and recognizes the technology fee as earned each month as the technology solution service is performed.

Transfer fees—Transfer fees are paid to the Company when one franchisee transfers a franchise agreement to a different franchisee. Transfer fees are recognized as revenue on a straight-line basis over the term of the new or assumed franchise agreement, unless the original franchise agreement for an existing studio is terminated, in which case the transfer fee is recognized immediately.

Training revenue—The Company provides coach training services either through direct training of the coaches who are hired by franchisees or by providing the materials and curriculum directly to the franchisees who utilize the materials to train their hired coaches. Direct training fees are recognized over time as training is provided. Training fees for materials and curriculum are recognized at the point in time of delivery of the materials.

The Company also offers coach training and final coach certification through online classes. Fees received by the Company for online class training are recognized as revenue over time for the 12-month period that the Company is obligated to provide access to the online training content.

Franchise marketing fund revenue—Franchisees are required to pay marketing fees of 2% of their gross sales. The marketing fees are collected by the Company on a monthly basis and are to be used for the advertising, marketing, market research, product development, public relations programs and materials deemed appropriate to benefit brands. The Company's promise to provide the marketing services funded through the marketing fund is considered a component of the Company's performance obligation to grant the franchise license. The Company bills and recognizes marketing fund fees as revenue each month as gross sales occur.

Equipment and merchandise revenue—

The following revenues are generated as a result of transactions with or related to the Company's franchisees.

Equipment revenue—The Company sells authorized equipment to franchisees to be used in the franchised studios. Certain franchisees may prepay for equipment, and in that circumstance, the revenue is deferred until delivery. Equipment revenue is recognized when control of the equipment is transferred to the franchisee, which is at the point in time when delivery and installation of the equipment at the studio is complete.

Merchandise revenue—The Company sells branded and non-branded merchandise to franchisees for retail sales to customers at studios. For branded merchandise sales, the performance obligation is satisfied at the point in time of shipment of the ordered branded merchandise to the franchisee. For such branded merchandise

sales, the Company is the principal in the transaction as it controls the merchandise prior to it being delivered to the franchisee. The Company records branded merchandise revenue and related costs upon shipment on a gross basis. Customers have the right to return and/or receive credit for defective merchandise. Returns and credit for defective merchandise were insignificant for the years ended December 31, 2018, 2019 and 2020.

For certain non-branded merchandise sales, the Company earns a commission to facilitate the transaction between the franchisee and the supplier. For such non-branded merchandise sales, the Company is the agent in the transaction, facilitating the transaction between the franchisee and the supplier, as the Company does not obtain control of the non-branded merchandise during the order fulfillment process. The Company recordsnon-branded merchandise commissions revenue at the time of shipment.

Other revenue—

Service revenue—Revenue from Company-owned studios has been very limited as the Company typically only owns a small number of studios and only for a short period of time pending the resale of the license to a franchisee. For Company-owned studios, the Company's distinct performance obligation is to provide the fitness classes to the customer. The Company-owned studios sell memberships by individual class and by class packages. Revenue from the sale of classes and class packages for a specified number of classes are recognized over time as the customer attends and utilizes the classes. Revenues from the sale of class packages for an unlimited number of classes are recognized over time on a straight-line basis over the duration of the contract period.

On-demand revenue—The Company grants a subscriber access to an online hosted platform, which contains a library ofweb-based classes that is continually updated, through monthly or annual subscription packages. Revenue is recognized over time on a straight-line basis over the subscription period.

Other revenue—Through August 2018, the Company sold vouchers through third parties allowing up to four trial classes at local clubs operated by franchisees. The Company recognized revenue at the time the vouchers were redeemed, as third parties provided monthly reports detailing purchases and redemptions with submission of funds.

Additionally, the Company earns commission income from certain of its franchisees' use of certain preferred vendors. In these arrangements, the Company is the agent as it is not primarily responsible for fulfilling the orders. Commissions are earned and recognized at the point in time the vendor ships the product to franchisees.

Sales taxes, value added taxes and other taxes that are collected in connection with revenue transactions are withheld and remitted to the respective taxing authorities. As such, these taxes are excluded from revenue. The Company elected to account for shipping and handling as activities to fulfill the promise to transfer the good. Therefore, shipping and handling fees that are billed to franchisees are recognized in revenue and the associated shipping and handling costs are recognized in cost of product sold as soon as control of the goods transfers to the franchisee.

Credit Losses—The Company's accounts and notes receivable are recorded at net realizable value, which includes an appropriate allowance for estimated credit losses. The estimate of credit losses is based upon historical bad debts, current receivable balances, age of receivable balances, the customer's financial condition and current economic trends, all of which are subject to change. Actual uncollected amounts have historically

(amounts in thousands, except share and unit amounts)

been consistent with the Company's expectations. The Company's payment terms on its receivables from franchisees are generally 30 days.

The following table provides a reconciliation of the activity related to the Company's accounts receivable, other receivables and notes receivable allowance for credit losses:

	Accounts receivable	Other receivables	Notes receivable	Total
Balance at January 1, 2018	$ 165	$ —	$ —	$ 165
Bad debt expense recognized during the year	99	—	676	775
Write-off of uncollectible amounts	(127)	—	—	(127)
Balance at December 31, 2018	137	—	676	813
Bad debt expense recognized during the year	228	429	1,299	1,956
Write-off of uncollectible amounts	(140)	—	—	(140)
Balance at December 31, 2019	225	429	1,975	2,629
Bad debt expense recognized during the year	2,685	—	81	2,766
Write-off of uncollectible amounts	(505)	—	(147)	(652)
Balance at December 31, 2020	$ 2,405	$ 429	$ 1,909	$4,743

Shipping and handling fees—Shipping and handling fees billed to customers are recorded in merchandise and equipment revenues. The costs associated with shipping goods to customers are included in costs of product revenue in the consolidated statements of operations.

Costs of franchise and service revenue—Costs of franchise and service revenue consists of commissions related to the signing of franchise agreements, travel and personnel expenses related to the on-site training provided to the franchisees, and expenses related to the purchase of the technology packages and the related monthly fees. Costs of franchise and service revenue excludes depreciation and amortization.

Costs of product revenue—Costs of product revenue consists of cost of equipment and merchandise and related freight charges. Costs of product revenue excludes depreciation and amortization.

Advertising costs—Advertising costs are expensed as incurred. Advertising costs are included in selling, general and administrative expense. For the years ended December 31, 2018, 2019 and 2020, the Company had approximately $4,825, $6,622 and $5,409, respectively, of advertising costs, including amounts spent in excess of marketing fund revenue.

Selling, general and administrative expenses—The Company's selling, general and administrative ("SG&A") expenses primarily consist of salaries and wages, sales and marketing expenses, professional and legal fees, occupancy expenses, management fees, travel expenses and conference expenses.

Marketing fund expenses—Marketing fund expenses are recognized as incurred, and any marketing fund expenditures in excess of marketing fund revenue are reclassified as SG&A expenses in the consolidated statements of operations.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Notes to Consolidated Financial Statements
(amounts in thousands, except share and unit amounts)

Acquisition and transaction expenses (income)—Acquisition and transaction expenses (income) include costs directly related to the acquisition of businesses, which include expenditures for advisory, legal, valuation, accounting and similar services, in addition to amounts recorded for changes in contingent consideration (see Note 10).

Accrued expenses—Accrued expenses consisted of the following:

	December 31,	
	2019	2020
Accrued compensation	$ 2,899	$ 2,351
Contingent consideration from acquisitions, current portion	9,737	3,229
Sales tax accruals	4,552	4,931
Other accruals	1,170	3,253
Total accrued expenses	$ 18,358	$ 13,764

Income taxes—As a single member limited liability company, the Company is considered a disregarded entity and the results of its operations are filed with the Parent's federal and state income tax returns. As such, the Company itself is typically not subject to an income tax liability as the taxable income or loss of the Company is passed through to the Parent. Therefore, no liability for federal income taxes has been included in the consolidated financial statements. The Parent may require the Company to make distributions for tax purposes, as required to pay the tax liabilities of the Parent. There were no such distributions in 2018, 2019 or 2020.

The Company accounts for uncertain tax positions in accordance with Accounting Standards Codification ("ASC") Topic 740. ASC Topic 740 prescribes a recognition threshold and measurement process for accounting for uncertain tax positions and also provides guidance on various related matters such as derecognition, interest, penalties and required disclosures. The Company does not have any uncertain tax positions. The Company is required to pay an annual gross receipts fee and tax for its operations in California.

Comprehensive income—The Company does not have any components of other comprehensive income recorded within the consolidated financial statements and, therefore does not separately present a consolidated statement of comprehensive income in the consolidated financial statements.

Fair value measurements—ASC Topic 820, *Fair Value Measurements and Disclosures*, applies to all financial assets and financial liabilities that are measured and reported on a fair value basis and requires disclosure that establishes a framework for measuring fair value and expands disclosure about fair value measurements. ASC 820 establishes a valuation hierarchy for disclosures of the inputs to valuations used to measure fair value.

This hierarchy prioritizes the inputs into three broad levels as follows:

Level 1—Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that can be accessed at the measurement date.

Level 2—Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices

that are observable for the asset or liability (i.e., interest rates and yield curves), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3—Unobservable inputs that reflect assumptions about what market participants would use in pricing the asset or liability. These inputs would be based on the best information available, including the Company's own data.

The Company's financial instruments include cash, restricted cash, accounts receivable, notes receivable, accounts payable, accrued expenses and notes payable. The carrying amounts of these financial instruments are categorized within Level 1 of the fair value hierarchy due to the short-term nature of these balances and approximate their fair value due to their short maturities.

Recently adopted accounting pronouncements—

Under the Jumpstart Our Business Startups Act ("JOBS Act"), the Company meets the definition of an emerging growth company ("EGC"). The Company has elected to take advantage of the extended transition period for complying with new or revised accounting standards pursuant to Section 107(b) of the JOBS Act.

On January 1, 2020, the Company adopted Accounting Standards Update ("ASU") No. 2017-04, "Intangibles—Goodwill and Other (Topic 350)." This ASU simplifies the subsequent measurement of goodwill. The Financial Accounting Standards Board ("FASB") eliminated the Step 2 analysis from the goodwill impairment test which is meant to reduce the cost and complexity of evaluating goodwill for impairment. The adoption of this new standard did not have a material impact on the consolidated financial statements or disclosures.

Recently issued accounting pronouncements—

Accounting for leases—In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)." This new topic, which supersedes "Leases (Topic 840)," applies to all entities that enter into a contract that is or contains a lease, with some specified scope exemptions. This new standard requires lessees to evaluate whether a lease is a finance lease using criteria similar to those a lessee uses under current accounting guidance to determine whether it has a capital lease. Leases that do not meet the criteria for classification as finance leases by a lessee are to be classified as operating leases.

Under the new standard, for each lease classified as an operating lease, lessees are required to recognize on the balance sheet: (i) a right-of-use ("ROU") asset representing the right to use the underlying asset for the lease term; and (ii) a lease liability for the obligation to make lease payments over the lease term. Lessees can make an accounting policy election, by class of underlying asset, to not recognize ROU assets and lease liabilities for leases with a lease term of 12 months or less as long as the leases do not include options to purchase the underlying assets that the lessee is reasonably certain to exercise. This standard also requires an entity to disclose key information (both qualitative and quantitative) about the entity's leasing arrangements. Upon adoption, entities are required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach, which includes a number of optional practical expedients that entities may elect to apply. Management is currently evaluating the impact of this new guidance on the consolidated financial statements.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Notes to Consolidated Financial Statements
(amounts in thousands, except share and unit amounts)

In June 2020, the FASB issued ASUNo. 2020-05, "Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842)," which defers the effective date of Leases (Topic 842) to fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022.

Credit Losses—In June 2016, the FASB issuedASU 2016-13, "Financial Instruments—Credit Losses (Topic 326)." The standard introduces a new model for recognizing credit losses on financial instruments based on an estimate of current expected credit losses and will apply to trade receivables. The new guidance will be effective for the Company's annual and interim periods beginning after December 15, 2022. The Company is currently evaluating the impact of the adoption of the standard on the consolidated financial statements.

Reference Rate Reform—In March 2020, the FASB issuedASU 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting". ASU 2020-04 provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships and other transactions affected by the expected transition away from reference rates that are expected to be discontinued, such as LIBOR. ASU 2020-04 was effective upon issuance. The Company may elect to apply the guidance prospectively through December 31, 2022. The Company is currently evaluating the impact of the adoption of the standard on the consolidated financial statements.

Note 3—Acquisitions

The Company completed the following acquisitions which contain Level 3 fair value measurements related to the recognition of goodwill and intangibles.

Studios

During the year ended December 31, 2020, the Company entered into agreements with franchisees under which the Company repurchased a total of 18 studios to operate as company-owned studios. The aggregate purchase price for the acquisitions was $1,150, less $231 of net deferred revenue and deferred costs resulting in total purchase consideration of $919. The following summarizes the aggregate fair values of the assets acquired and liabilities assumed:

Property and equipment	$646
Reacquired franchise rights	158
Customer relationships	33
Goodwill	82
Total purchase price	$919

The fair value of reacquired franchise rights was based on the excess earnings method and are considered to have an approximate eight-year life. The fair value of customer relationships is based on the cost approach and are considered to have an approximate one-year life. Inputs used in the methodologies primarily included sales forecasts, projected future cash flows and discount rate commensurate with the risk involved. The goodwill created through the purchases is attributable to the assumed future value of the cash flows from the studios acquired. The acquisitions were not material to the results of operations of the Company.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Notes to Consolidated Financial Statements
(amounts in thousands, except share and unit amounts)

AKT

AKT Franchise, LLC ("AKT") executed an asset purchase agreement with AKT inMotion Inc. (the "AKT Seller") on March 22, 2018. The acquisition allowed the Company to expand its fitness franchise portfolio to include a dance-based cardio concept available for franchising, as well as support the Company's growth into new states. The consideration paid for the acquisition was $2,150 of cash payments, $850 to be paid to the AKT Seller in three annual payments of approximately $283 recorded as a note payable, and 3,789.9 shares of the Parent's Class A-1 shares totaling $1,012. In addition, there is an earn-out payable to the AKT Seller, which entitles the AKT Seller to 20% of future operating distributions of AKT, including the right to 20% of the fair market value received in a change of control, subject to distribution thresholds. The Company determined the fair value of the contingent consideration from the acquisition was zero as of March 22, 2018, as the distribution threshold had not been met. See Note 10 for additional information.

The transaction was accounted for as a business combination using the acquisition method of accounting, which requires the assets acquired and liabilities assumed to be recorded at their respective fair values as of the date of the transaction. The following table summarizes the fair values of the assets acquired and liabilities assumed:

Goodwill	$3,376
Intangible assets	510
Total purchase price	$3,886

The consideration resulted in goodwill of $3,376, which consists largely of the synergies and economies of scale expected from combining the operations of AKT with the Company's franchise servicing operations. The fair values, which are Level 3 measurements, of the recognizable intangible assets are comprised of trademarks and franchise agreements. The fair value of trademarks was estimated by the relief from royalty method and are considered to have a ten-year life. The fair value of the franchise agreements was based on the excess earnings method and are considered to have a ten-year life. Inputs used in the methodologies primarily included sales forecasts, projected future cash flows, royalty rate and discount rate commensurate with the risk involved.

In connection with the acquisition, AKT has three annual payments of approximately $283 to be made on each anniversary of the acquisition. AKT used an implied interest rate, based on the Company's borrowing rate of 8.5% to discount this future obligation. As such, at the acquisition date the Company recorded approximately $241 and $482 of other current liabilities and other long-term liabilities, respectively. The note accrues interest at the rate of 12% per annum if payment is not made within ten days of receipt of non-payment notice from the AKT Seller. The Company recognized approximately $46, $47 and $67 of interest expense related to this obligation for the years ended December 31, 2018, 2019 and 2020, respectively. At December 31, 2019 and 2020, the consideration payable, including accrued interest, was approximately $567 and $884 of notes payable current portion, and $250 and $0 of other liabilities, respectively, in the consolidated balance sheets.

The acquisition was not material to the results of operations of the Company.

Yoga Six

Yoga Six Franchise, LLC ("Yoga Six") executed an asset purchase agreement with Yoga 6 Company, LLC (the "Yoga Six Seller") on July 31, 2018. The acquisition allowed the Company to expand its fitness

(amounts in thousands, except share and unit amounts)

franchise portfolio to include a yoga concept available for franchising, as well as support the Company's growth into new states. The consideration paid for the acquisition included $3,000 of cash payments, 5,716.9 shares of the Parent's Class A-1 shares totaling $1,535 and a $1,000 performance bonus payable (fair value of $879 at acquisition date) to the Yoga Six Seller, once the 50th franchise studio is operating, which terminates four years from the purchase date. The contingent consideration is measured at fair value using a probability weighted discounted cash flow analysis. Inputs include the probability of achievement, the projected payment date and discount rate used to present value the projected cash flows. See Note 10 for additional information.

The transaction was accounted for as a business combination using the acquisition method of accounting, which requires the assets acquired and liabilities assumed to be recorded at their respective fair value as of the date of the transaction. The following table summarizes the fair values of the assets acquired and liabilities assumed:

Goodwill	$3,214
Intangible assets	2,200
Total purchase price	$5,414

The consideration resulted in goodwill of $3,214, which consists largely of the synergies and economies of scale expected from combining the operations of Yoga Six with the Company's franchise servicing operations. The fair values, which are Level 3 measurements, of the recognizable intangible assets are comprised of trademarks and franchise agreements. The fair value of trademarks was estimated by the relief from royalty method and are considered to have a ten-year life. The fair value of the franchise agreements was based on the excess earnings method and are considered to have a ten-year life. Inputs used in the methodologies primarily included sales forecasts, projected future cash flows, royalty rate and discount rate commensurate with the risk involved.

The acquisition was not material to the results of operations of the Company.

Pure Barre

The Parent executed a merger agreement to acquire Barre Holdco and its wholly owned subsidiaries ("Pure Barre") on October 25, 2018, and the business was immediately contributed to the Company. The Company is considered the acquirer for purposes of purchase accounting as the Company financed the acquisition through cash and debt. The acquisition allowed the Company to expand its fitness franchise portfolio to include a dance-based concept available for franchising, as well as support the Company's growth into new states. The consideration paid for the acquisition included approximately $14,370 of cash payments, 159,306.1 shares of the Parent's Class A-3 shares totaling approximately $40,463 and assumed Pure Barre's debt of approximately $52,691, which was then repaid. Tangible and intangible assets acquired were recorded based on their estimated fair values at the acquisition date. The excess of the purchase price over the fair value of net

(amounts in thousands, except share and unit amounts)

assets acquired is recorded as goodwill. The following table summarizes the fair values of the assets acquired and liabilities assumed:

Current assets	$ 7,113
Property and equipment	277
Goodwill	43,584
Intangible assets	59,500
Other assets	190
Current liabilities assumed	(3,126)
Debt assumed	(52,691)
Other liabilities assumed	(14)
Total purchase price	54,833
Less: cash acquired	(4,721)
Total purchase price, net of cash acquired	$ 50,112

The consideration resulted in goodwill of $43,584, which consists largely of the synergies and economies of scale expected from combining the operations of Pure Barre with the Company's franchise servicing operations. The fair values, which are Level 3 measurements, of the recognizable intangible assets are comprised of trademarks, franchise agreements and customer relationships. The fair value of trademarks was estimated by the relief from royalty method and are considered to have an indefinite life. The fair value of the franchise agreements was based on the excess earnings method and are considered to have a 7.5-year life. The fair value of customer relationships is based on the excess earnings method and are considered to have a one-year life. Inputs used in the methodologies primarily included sales forecasts, projected future cash flows, royalty rate and discount rate commensurate with the risk involved.

The following table presents supplemental unaudited pro forma revenue and net loss for the year ended December 31, 2018 for the Pure Barre acquisition as if it had occurred on January 1, 2018 and was consolidated with the Company as of January 1, 2018. These amounts were calculated after applying the Company's accounting policies, including the adoption of ASC 606, and were based upon available information at the time. For this analysis, the Company assumed that costs associated with the acquisition, including the amortization of intangible assets, were recognized as of January 1, 2018. Pre-acquisition revenue and net loss amounts for Pure Barre were derived from the books and records of Pure Barre prepared prior to the acquisition, are presented for informational purposes only and do not purport to be indicative of the results of future operations or of the results that would have occurred had the acquisition taken place as of January 1, 2018.

Revenue	$ 82,678
Net loss	$(45,975)

For the year ended December 31, 2018, the Company's consolidated revenue and consolidated net loss included $5,643 and ($570), respectively, attributable to Pure Barre. Pro forma revenue and net loss information for acquisitions other than Pure Barre are not presented as these acquisitions are not individually, or in the aggregate, material to the results of operations of the Company.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Notes to Consolidated Financial Statements
(amounts in thousands, except share and unit amounts)

Stride

Stride Franchise, LLC ("Stride") executed an asset purchase agreement with Studio Tread, Inc., d/b/a Stride LA (the "Stride Seller") on December 31, 2018. The acquisition allowed the Company to expand its fitness franchise portfolio to include a treadmill-based high-intensity interval training and strength concept available for franchising, as well as fund the Company's growth into new states. The fair value of the acquisition consideration was $1,900 of cash payments, payable in two installments, a first installment of $1,150 and a second installment of $750. The first payment was made at the time of closing and the second payment was made on January 15, 2019. In addition, there were additional performance bonus payments aggregating $2,000. At the acquisition date, the Company recognized contingent consideration of $1,869 for the estimated fair value of the contingent payments. The contingent consideration was measured at estimated fair value using a probability weighted discounted cash flow analysis. These inputs include probability of achievement, the projected payment date and the discount rate of 8.5% used to present value the projected cash flows. See Note 10 for additional information.

The transaction was accounted for as a business combination using the acquisition method of accounting, which requires the assets acquired and liabilities assumed to be recorded at their respective fair value as of the date of the transaction. The following table summarizes the fair values of the assets acquired and liabilities assumed:

Goodwill	$ 3,469
Intangible assets	300
Total purchase price	$ 3,769

The consideration resulted in goodwill of $3,469, which consists largely of the synergies and economies of scale expected from combining the operations of Stride with the Company's franchise servicing operations. The fair values, which are Level 3 measurements, of the recognizable intangible assets are comprised of trademarks and franchise agreements. The fair value of trademarks was estimated by the relief from royalty method and are considered to have a ten-year life. The fair value of the franchise agreements was based on the excess earnings method and are considered to have a ten-year life. Inputs used in the methodologies primarily included sales forecasts, projected future cash flows, royalty rate and discount rate commensurate with the risk involved.

The acquisition was not material to the results of operations of the Company.

During the year ended December 31, 2018, the Company incurred $3,195 of transaction costs directly related to the acquisitions, which include expenditures for advisory, legal, valuation, accounting and similar services. These costs have been expensed and are included in acquisition and transaction expenses (income) in the consolidated statements of operations.

Goodwill and intangible assets recognized from these acquisitions are expected to be tax deductible.

Note 4—Contract Liabilities and Costs from Contracts with Customers

Contract liabilities—Contract liabilities consist of deferred revenue resulting from franchise fees, development fees and master franchise fees paid by franchisees, which are recognized over time on a straight-line basis over the franchise agreement term. Also included in the deferred revenue balance are non-refundable

(amounts in thousands, except share and unit amounts)

prepayments for merchandise and equipment, as well as revenues for training, service revenue and on-demand fees for which the associated products or services have not yet been provided to the customer. The Company classifies these contract liabilities as either current deferred revenue or non-current deferred revenue in the consolidated balance sheets based on the anticipated timing of delivery. The following table reflects the change in contract liabilities for the years ended December 31, 2018, 2019 and 2020:

	Franchise development fees	Equipment and other	Total
Balance at January 1, 2018	$ 14,114	$ 5,390	$ 19,504
Revenue recognized that was included in deferred revenue at the beginning of the year	(1,008)	(5,390)	(6,398)
Increase, excluding amounts recognized as revenue during the year	22,222	12,356	34,578
Balance at December 31, 2018	35,328	12,356	47,684
Revenue recognized that was included in deferred revenue at the beginning of the year	(3,519)	(12,356)	(15,875)
Increase, excluding amounts recognized as revenue during the year	40,550	10,464	51,014
Balance at December 31, 2019	72,359	10,464	82,823
Revenue recognized that was included in deferred revenue at the beginning of the year	(7,921)	(10,464)	(18,385)
Deferred revenue recorded as settlement in purchase accounting	(1,329)	—	(1,329)
Increase, excluding amounts recognized as revenue during the year	13,262	12,237	25,499
Balance at December 31, 2020	$ 76,371	$ 12,237	$ 88,608

The following table illustrates estimated revenue expected to be recognized in the future related to performance obligations that were unsatisfied (or partially unsatisfied) as of December 31, 2020. The expected future recognition period for deferred franchise development fees related to unopened studios is based on management's best estimate of the beginning of the franchise license term for those studios. The Company elected to not disclose sales and usage-based royalties, marketing fees and any other variable consideration recognized on an "as invoiced" basis.

Contract liabilities to be recognized in revenue in	Franchise development fees	Equipment and other	Total
2021	$ 5,499	$ 8,748	$ 14,247
2022	6,081	1,896	7,977
2023	7,425	1,593	9,018
2024	8,011	—	8,011
2025	8,107	—	8,107
Thereafter	41,248	—	41,248
	$ 76,371	$ 12,237	$ 88,608

(amounts in thousands, except share and unit amounts)

The following table reflects the components of deferred revenue:

	December 31,	
	2019	2020
Franchise and area development fees	$ 72,359	$ 76,371
Equipment and other	10,464	12,237
Total deferred revenue	82,823	88,608
Non-current portion of deferred revenue	68,001	74,361
Current portion of deferred revenue	$ 14,822	$ 14,247

Contract costs—Contract costs consist of deferred commissions resulting from franchise and area development sales by third-party and affiliate brokers and sales personnel. The total commission is deferred at the point of a franchise sale. The commissions are evenly split among the number of studios purchased under the development agreement and begin to be amortized when a subsequent franchise agreement is executed. The commissions are recognized on a straight-line basis over the initial ten-year franchise agreement term to align with the recognition of the franchise agreement or area development fees. The Company classifies these deferred contract costs as either current deferred costs or non-current deferred costs in the consolidated balance sheet. The associated expense is classified within costs of franchise and service revenue in the consolidated statements of operations. At December 31, 2019 and 2020, there were approximately $2,087 and $2,553 of current deferred costs and approximately $35,821 and $35,417 in non-current deferred costs, respectively. The Company recognized approximately $684, $2,454 and $4,234 in franchise sales commissions expense for the years ended December 31, 2018, 2019 and 2020, respectively.

Note 5—Notes Receivable

The Company has provided unsecured advances or extended financing related to the purchase of the Company's equipment or franchise fees to various franchisees. These arrangements have terms of up to 18 months with interest typically based on LIBOR plus 700 basis points with an initial interest free period. The Company also provides loans to various franchisees through its relationship with Intensive Capital Inc. ("ICI") (see Note 9 for additional information). The Company accrues the interest as an addition to the principal balance as the interest is earned. Activity related to these arrangements is presented within operating activities in the consolidated statements of cash flows.

The Company has also provided unsecured loans for the establishment of new or transferred franchise studios to various franchisees. These loans have terms of up to ten years and bear interest at fixed rates ranging from 7.75% to 15%, or variable rates based on LIBOR plus a specified margin. The Company accrues interest as an addition to the principal balance as the interest is earned. Activity related to these loans is presented within investing activities in the consolidated statements of cash flows.

At December 31, 2019 and 2020, the principal balance of the notes receivable was approximately $5,462 and $5,773, respectively. On a periodic basis, the Company evaluates its notes receivable balance and establishes an allowance for doubtful accounts, based on a number of factors, including evidence of the franchisee's ability to comply with the terms of the notes, economic conditions and historical collections. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. At December 31, 2019 and 2020, the Company has reserved approximately $1,975 and $1,909, respectively, as uncollectible notes receivable.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Notes to Consolidated Financial Statements
(amounts in thousands, except share and unit amounts)

Note 6—Property and equipment

Property and equipment consisted of the following:

	December 31,	
	2019	2020
Furniture and equipment	$ 2,942	$ 3,586
Computers and software	5,884	6,451
Vehicles	12	12
Leasehold improvements	6,058	6,478
Construction in progress	750	1,201
Less: accumulated depreciation	(1,659)	(4,034)
Total property and equipment	$ 13,987	$ 13,694

Depreciation expense for the years ended December 31, 2018, 2019 and 2020 was $661, $1,254 and $2,587, respectively.

Note 7—Goodwill and Intangible Assets

Goodwill represents the excess of cost over the fair value of identifiable net assets acquired related to the original purchase of the various franchise businesses and acquisition of Company-owned studios. Goodwill is not amortized but is tested annually for impairment or more frequently if indicators of potential impairment exist. During the year ended December 31, 2020, there was an increase of $82 in previously reported goodwill due to the acquisitions of Company-owned studios as discussed in Note 3. Goodwill totals $139,598 and $139,680 at December 31, 2019 and 2020, respectively.

Intangible assets consisted of the following:

		December 31, 2019			December 31, 2020		
	Amortization period (years)	Gross amount	Accumulated amortization	Net amount	Gross amount	Accumulated amortization	Net amount
Trademarks	10	$ 1,420	$ (230)	$ 1,190	$ 1,420	$ (373)	$ 1,047
Franchise agreements	7.5—10	34,500	(7,256)	27,244	34,500	(11,498)	23,002
Reacquired franchise rights	7.5—8	—	—	—	158	(15)	143
Customer relationships	1	—	—	—	33	(26)	7
Non-compete agreement	5	1,400	(722)	678	1,400	(1,002)	398
Web design and domain	3—10	309	(157)	152	130	(44)	86
Deferred video production costs	3	152	(4)	148	1,150	(316)	834
Total definite-lived intangible assets		37,781	(8,369)	29,412	38,791	(13,274)	25,517
Indefinite-lived intangible assets:							
Trademarks	N/A	72,607	—	72,607	72,607	—	72,607
Total intangible assets		$ 110,388	$ (8,369)	$ 102,019	$ 111,398	$ (13,274)	$ 98,124

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Notes to Consolidated Financial Statements
(amounts in thousands, except share and unit amounts)

Amortization expense for the years ended December 31, 2018, 2019 and 2020 was approximately $2,852, $5,132 and $5,064, respectively.

The anticipated future amortization expense of intangible assets is as follows:

Year ending December 31,	
2021	$ 5,136
2022	4,799
2023	4,553
2024	4,413
2025	4,330
Thereafter	2,286
Total	$ 25,517

Note 8—Debt

On September 29, 2017, the Member obtained a five-year $55,000 term loan from a lender, along with a consortium of banks and other lenders (the "Facility"). The rights and obligations were then assigned to and assumed by the Company and St. Gregory Holdco, LLC ("STG") a subsidiary of the Member immediately following the consummation of a related party recapitalization transaction. The Facility also included a $3,000 revolving credit line for general corporate purposes. On June 28, 2018, the Facility was amended to increase the term loan to $71,000 and the revolving credit line to $5,000. On October 25, 2018, the Facility was further amended to increase the aggregate available borrowings to $145,000, including a $10,000 revolving credit line, and to extend the maturity date to October 25, 2023.

The Facility included an option to request an increase in the term loan commitments by an aggregate of $35,000, including up to $5,000 in revolving credit borrowings, subject to approval of the lenders and meeting certain quantitative financial covenants based on the most recent quarter and meeting minimum EBITDA levels on a trailing 12-month basis. Term loan borrowings under the additional commitments were to be used to fund capital expenditures, investments, permitted acquisitions or permitted dividends. The revolving credit borrowings were to be used for working capital and general corporate needs.

The total term loan and credit line outstanding under the Facility as of December 31, 2019 was $147,000 and $8,000, respectively. The debt was collateralized by substantially all of the Member's assets, including assets of the Member's subsidiaries. The Company and STG were jointly and severally liable for borrowings under the Facility. During 2018, the Company began servicing the STG portion of the debt and determined that STG did not have the ability to repay its portion of the loan. Therefore, the total outstanding debt was recognized in the consolidated financial statements as of December 31, 2019.

Borrowings under the term loan and revolving credit line carried an interest rate of LIBOR plus 6% (7.805% as of December 31, 2019). Interest was allocated to the Company and STG based on their respective amounts due through November 2018. In November 2018, the Company began paying all interest payments due for the STG portion of the debt.

The term loan required quarterly installments of 0.25% of the aggregate amount of Term A Loans through June 30, 2020, and 1.25% of the aggregate amount of Term A Loans each quarter thereafter, plus interest

through the term of the loan, maturing October 25, 2023. The revolving credit line required interest only payments through the term of the loan, maturing October 25, 2023.

In December 2019, the Company entered into an amendment and waiver to the Facility. In connection with the amendment, the Company agreed to pay monthly fees of $500 beginning on February 1, 2020, increasing by $500 on the first of each subsequent month until the amounts outstanding under the Facility are repaid in full. In addition, the interest rate margin above LIBOR was to increase by 1% beginning on February 1, 2020, increasing by 1% on the first of each subsequent month until the amounts outstanding under the Facility were repaid in full. Further, installment payments on the Term A Loan were due in an amount equal to 1% of the aggregate amount of Term A Loans beginning on February 1, 2020. In addition, penalties of up to $1,500 were to be incurred if certain information was not provided on the respective due dates through February 2020. The lender was also entitled to purchase up to 1% of the Company's equity through the issuance of warrants if the Facility had not been refinanced by April 1, 2020, and that right was to increase by 1% in each subsequent month until refinanced.

In February 2020, the Company entered into a further amendment to the Facility that required a $30,000 principal payment, which was paid in February 2020 with the proceeds from an equity contribution (see Note 9). The amendment also reverted to the prior quarterly installment payment schedule and amended the monthly fees beginning March 1, 2020 to $1,000, increasing to $2,000 on August 1, 2020. The required information was provided by the due date related to $1,000 of penalties imposed by the December 2019 amendment. In February 2020, the Company paid $500 in penalties.

On February 28, 2020, the Company obtained a five-year $185,000 term loan from a lender, along with a consortium of other lenders (the "2020 Facility"). The 2020 Facility also includes a $10,000 revolving credit facility. The 2020 Facility is collateralized by substantially all of the Company's assets, including assets of the Company's subsidiaries. The 2020 Facility has an interest rate based on a reference rate or LIBOR, plus an applicable margin (8.125% at December 31, 2020). The proceeds of the term loan were used to repay borrowings, interest and fees outstanding under the Facility, and a $1,000 prepayment penalty on the Facility. In addition, $18,833 of the proceeds were distributed to the Member in March 2020. Principal payments of $925 are due quarterly beginning on June 30, 2020, and excess payments are required if the Company's cash flows exceed certain thresholds. As of December 31, 2020, the total amount available for borrowing was $5,982.

The 2020 Facility contains representations, conditions, covenants and events of default customary for similar facilities, including a total leverage ratio. As of December 31, 2020, the Company was in compliance with these covenants or had obtained a waiver for non-compliance. The 2020 Facility also includes certain restrictions including, among other things, restrictions on additional indebtedness, issuance of additional equity, payments or distributions to affiliates and entering into certain transactions with affiliates.

In April 2020, the Company received a loan in the amount of $3,665, pursuant to the Paycheck Protection Program ("PPP") administered by the U.S. Small Business Administration. The PPP is part of the Coronavirus Aid, Relief, and Economic Security Act, which provides for forgiveness of up to the full principal amount and accrued interest of qualifying loans guaranteed under the PPP. The loan matures April 17, 2022, bears interest at 1% per annum and requires no payments during the first 16 months from the date of the loan. As of December 31, 2020, the Company has applied for forgiveness of 100% of the loan.

The Company incurred debt issuance costs of $1,704, $205 and $5,158 in the years ended December 31, 2018, 2019 and 2020, respectively. Debt issuance cost amortization amounted to approximately $263, $526 and

(amounts in thousands, except share and unit amounts)

$3,096 for the years ended December 31, 2018, 2019 and 2020, respectively. Unamortized debt issuance costs as of December 31, 2019 and 2020 were $2,057 and $5,094, respectively, and are presented as a reduction to long-term debt in the consolidated balance sheets.

Principal payments on outstanding balances of long-term debt and the line of credit as of December 31, 2020 were as follows:

Year ending December 31,	
2021	$ 5,795
2022	5,296
2023	3,700
2024	3,700
2025	168,400
Total	$ 186,891

The carrying value of the Company's long-term debt and the line of credit approximated fair value as of December 31, 2019 and 2020 due to the variable interest rate, which is a Level 2 input, or proximity of debt issuance date to the balance sheet date.

Note 9—Related Party Transactions

The Company has numerous transactions with the Member and the Parent and its affiliates. The significant related party transactions consist of borrowings from and payments to the Member and other related parties under common control of the Parent.

In September 2017, the Parent entered into a management services agreement with TPG Growth III Management, LLC ("TPG"), which was an affiliate of the Parent, to pay TPG an annual fee of $750 for management services provided to the Company. During the year ended December 31, 2018, the Company recorded $640 of management fees included within SG&A expenses, net of expenses allocated to STG, for services received from TPG, including reimbursement for reasonable out-of-pocket expenses. In June 2018, TPG assigned the management services agreement to H&W Investco Management LLC ("H&W Investco"), which is beneficially owned by a member of the Company's board of directors. During the years ended December 31, 2018, 2019 and 2020, the Company recorded $206, $557 and $795, respectively, of management fees included within SG&A expenses, net of expenses allocated to STG, for services received from H&W Investco, including reimbursement for reasonable out-of-pocket expenses.

During the years ended December 31, 2018, 2019 and 2020, the Company recorded $9,337, $10,893 and $0, respectively, of deferred commission costs paid to affiliates of the Parent, which are being recognized over the initial ten-year franchise agreement terms.

During 2018, the Company recorded a reduction to Member's equity of $31,298, representing the net amount of funds advanced to the Member, as the Company determined that the Member had no plan to repay these amounts in the foreseeable future. During 2019, the Company provided funds to STG aggregating $437 and recorded a corresponding reduction to member's equity for this same amount. The aggregate receivable from the Parent at December 31, 2019 was $31,735, which was repaid in February 2020. During 2020, the Company

provided additional net funds to STG aggregating $1,456 and recorded a corresponding reduction to member's equity for this same amount. The aggregate receivable from the Parent at December 31, 2020 was $1,456.

In February 2020, the Member contributed $49,443 to the Company in satisfaction of the $32,157 ($31,735 at December 31, 2019) receivable with the remainder recorded as a contribution. The proceeds were used to make a $30,000 principal payment on the Company's outstanding term loan (see Note 8), with the remainder available for unrestricted use by the Company. Also, in February 2020, the Company returned $19,443 of the contribution to the Member, which was recorded as a distribution. Also, in 2020, $53,760 of the proceeds from the borrowings under the 2020 Facility were forwarded to the Parent and recorded as a distribution. In August 2020, the Member contributed $10,000 to the Company, which was recorded as a contribution, the proceeds of which were used to repay the line of credit.

The Company's Chief Executive Officer is the sole owner of ICI. ICI provides unsecured loans to the Company, which loans the funds to franchisees to purchase a franchise territory or to setup a studio. The Company records notes payable to ICI and notes receivable from the franchisees resulting from these transactions. The notes from ICI to the Company accrue interest at the time the loan is made, which is recorded as interest expense. The notes receivable begin to accrue interest 45 days after the issuance to the franchisee. At December 31, 2019 and 2020, the Company had recorded $221 and $94 of notes receivable and $225 and $86 of notes payable, respectively. The Company recognized $36, $48 and $13 of interest income and $78, $110 and $19 of interest expense, respectively, for the years ended December 31, 2018, 2019 and 2020. ICI also provides loans directly to franchisees. During the years ended December 31, 2018, 2019 and 2020, the Company made interest payments on these loans to ICI on behalf of the franchisees of approximately $0, $163 and $0, respectively, which is included in SG&A expenses in the consolidated statements of operations.

In September 2019, the Company entered into a building lease agreement with Von Karman Production LLC, which is owned by the Company's Chief Executive Officer. Pursuant to the lease, the Company is obligated to pay monthly rent of $25 for an initial lease term of five years expiring on August 31, 2024. During the years ended December 31, 2019 and 2020, the Company recorded expense related to this lease of $101 and $319, respectively, and paid a security deposit of $29 related to this lease during the year ended December 31, 2019.

The Company earns revenues and has accounts receivable and notes receivables from franchisees who are also shareholders of the Parent or officers of the Company. Revenues from these affiliates, primarily related to franchise revenue, marketing fund revenue and merchandise revenue, were $14, $1,329 and $666 for the years ended December 31, 2018, 2019 and 2020, respectively. Included in accounts receivable as of December 31, 2019 and 2020 is $146 and $9, respectively, for such sales. At December 31, 2019 and 2020, notes receivable from franchisees includes $0 and $135 and notes receivable from franchisees, net of current portion includes $2,091 and $2,093, respectively, related to financing provided to these affiliates.

Note 10—Contingencies and Litigation

Litigation—In August 2020, Get Kaisered Inc., Kaiser Fitness LLC and Anna Kaiser (collectively, the "Plaintiffs") filed a complaint against the Company and the Member alleging, among other claims, breaches by the Company of an asset purchase agreement and a consulting agreement. The complaint seeks relief including monetary damages and injunctive relief. The Company intends to defend itself and a range of losses, if any, is not estimable. As a result, the Company has not recorded any liability for this matter in the consolidated balance sheets.

The Company is subject to normal and routine litigation brought by former or current employees, customers, franchisees, vendors, landlords or others. The Company intends to defend itself in any such matters. The Company believes that the ultimate determination of liability in connection with legal claims pending against it, if any, will not have a material adverse effect on its business, annual results of operations, liquidity or financial position; however, it is possible that the Company's business, results of operations, liquidity or financial condition could be materially affected in a particular future reporting period by the unfavorable resolution of one or more matters or contingencies during such period. The Company accrued for estimated legal liabilities and has entered into certain settlement agreements to resolve legal disputes, and recorded $679, which is included in accrued expenses on the consolidated balance sheet as of December 31, 2020.

Contingent consideration from acquisitions—In connection with the 2017 acquisition of CycleBar from a then affiliate of the Member, the Company recorded contingent consideration of $4,390 for the estimated fair value of the contingent payment. Payment of additional consideration is contingent on CycleBar reaching two milestones based on a number of operating franchise studios and average monthly revenues by September 2022. The first milestone payout was $5,000 and the second milestone was $10,000. The contingent consideration is measured at estimated fair value using a probability weighted discounted cash flow analysis. These inputs include the probability of achievement, the projected payment date and the discount rate of 8.5% used to present value the projected cash flows. The Company recorded approximately $7,678, $922 and $706 of additional contingent consideration, of which $151, $754 and $706 was recorded as interest expense and $7,527, $168 and $0 as acquisition and transaction expenses (income), respectively, for the years ended December 31, 2018, 2019 and 2020.

In March 2020, the Parent entered into an agreement with the former owners of CycleBar, which (i) decreased the second milestone amount to $2,500, (ii) imposes interest at 10% per annum on the first and second milestones beginning March 5, 2020 and April 2, 2020, respectively, and (iii) increases the interest rate to 14% on the first milestone if not paid prior to January 1, 2021. As a result, in March 2020, the Company recorded a reduction to the contingent consideration liability of $5,598 with an offsetting increase in Member's equity. At December 31, 2019 and 2020, the contingent consideration was $5,000 and $0, respectively, recorded as accrued expenses, and $7,990 and $8,100 recorded as contingent consideration from acquisitions, respectively, on the consolidated balance sheets.

In connection with the 2017 acquisition of Row House, the Company agreed to pay to the sellers 20% of operational or change of control distributions, subject to distribution thresholds, until the date there is a change in control or liquidation of Row House. As of the purchase date, the Company determined the fair value was zero as the distribution threshold had not been met. During the year ended December 31, 2018, the Company recorded $2,349 of additional consideration which represents the fair value of the additional consideration based on the projected payment date, discounted at a rate of 8.5%. During the year ended December 31, 2019, the Company recorded $4,017 of additional contingent consideration, of which $197 and $3,820 was recorded as interest expense and acquisition and transaction expenses (income), respectively. During the year ended December 31, 2020, the Company recorded a reduction of $6,065 to contingent consideration, of which $215 and ($6,280) was recorded as interest expense and acquisition and transaction expenses (income), respectively. As of December 31, 2019 and 2020, contingent consideration totals approximately $6,365 and $300, respectively. The Company determines the estimated fair value using a discounted cash flow approach, giving consideration to the market valuation approach, which is a Level 3 measurement. Inputs used in the methodology primarily included sales forecasts, projected future cash flows and discount rate commensurate with the risk involved.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Notes to Consolidated Financial Statements
(amounts in thousands, except share and unit amounts)

In connection with the 2017 acquisition of Stretch Lab, the Company agreed to pay to the seller 20% of operational or change of control distributions, until the date there is a change of control or a liquidation of Stretch Lab. The Company determined the estimated fair value using a discounted cash flow approach, giving consideration to the market valuation approach, which is a Level 3 measurement. Inputs used in the methodology primarily included sales forecasts, projected future cash flows and discount rate commensurate with the risk involved. During the year ended December 31, 2018, the Company recorded contingent consideration of $1,676 which represents the fair value of the contingent consideration based on the projected payment date, discounted at a rate of 8.5%. The Company recorded $1,515 of additional contingent consideration, of which $10 and $1,505 was recorded as interest expense and acquisition and transaction expenses (income), respectively, for the year ended December 31, 2018. In September 2019, the Company entered into a settlement agreement with the Stretch Lab sellers to resolve disputes related to the acquisition and related agreements and to settle all amounts due under the contingent consideration. Under the terms of the settlement agreement, the Company took ownership of four Stretch Lab studios owned by the sellers, with a fair value of $532, and will make payments to the sellers aggregating $6,500. At December 31, 2019 and 2020, the liability was $2,750 and $1,979 recorded as accrued expenses and $1,685 and $0 as contingent consideration from acquisitions, respectively, on the consolidated balance sheets. The Company made an initial payment of $1,000 in September 2019, and the first quarterly payment of $688 in December 2019. Quarterly payments of $688 will continue through September 2021. The Company recognized the studio assets acquired and related liability under the settlement in September 2019. The studio assets were sold in September 2019 to third-party franchisees.

In connection with the 2018 acquisition of AKT, the Company agreed to pay the seller 20% of operational or change of control distributions, subject to distribution thresholds until the date there is a change of control or a liquidation of AKT. During the years ended December 31, 2019 and 2020, the Company recorded an increase of $4,460 and a reduction of $4,460, respectively, as acquisition and transaction expenses (income). As of December 31, 2019 and 2020, contingent consideration totals $4,460 and $0, respectively, and is included in contingent consideration from acquisitions in the consolidated balance sheets. The Company determines the estimated fair value using a discounted cash flow approach, giving consideration to the market valuation approach, which is a Level 3 measurement. Inputs used in the methodology primarily included sales forecasts, projected future cash flows and discount rate commensurate with the risk involved.

In connection with the 2018 acquisition of Yoga Six, the Company is obligated to make additional payments for purchase consideration if certain events occur. Payment of additional consideration is contingent on Yoga Six reaching a milestone of opening a number of franchise studios before the fourth anniversary of the purchase date. The contingent consideration is measured at estimated fair value using a probability weighted discounted cash flow analysis. The inputs include the probability of achievement, the projected payment date and the discount rate of 8.5% used to present value the projected cash flows. The Company recorded $30, $77 and $13 of additional contingent consideration as interest expense for the years ended December 31, 2018, 2019 and 2020, respectively. At December 31, 2019 and 2020, the contingent consideration payable was $987 and $1,000, respectively, and is included in accrued expenses in the consolidated balance sheets.

In connection with the 2018 acquisition of Stride, the Company initially recorded contingent consideration of $1,869 for the estimated fair value of the contingent payments. Payment of additional consideration was contingent on Stride reaching two milestones for opening franchise studios before the first anniversary of the purchase date. The contingent consideration is measured at estimated fair value using a probability weighted discounted cash flow analysis. These inputs include the probability of achievement, the projected payment date and the discount rate of 8.5% used to present value the projected cash flows. The

(amounts in thousands, except share and unit amounts)

contingent consideration agreement was modified in 2019 and 2020. Payments of additional consideration, as amended, are now contingent on Stride reaching milestones for opening two franchise studios and membership enrollments for such studios at various date through 2021. Due to the amendments, the Company determined that it was not probable that a portion of the consideration would be paid and reduced the accrual by $500 and $250 during the years ended December 31, 2019 and 2020, respectively. During the years ended December 31, 2019 and 2020, the Company recorded approximately $131 and $0, respectively, of additional contingent liability as interest expense and made payments of $500 for each of the years ended December 31, 2019 and 2020. At December 31, 2019 and 2020, the contingent consideration of $1,000 and $250, respectively, was recorded as accrued expenses in the consolidated balance sheets.

Leases—The Company has entered into various building space leases that are classified as operating leases, including one building lease with a related party (see Note 9). Total rent expense for the years ended December 31, 2018, 2019 and 2020 was $1,547, $2,658 and $3,133, respectively.

Future minimum lease payments at December 31, 2020 were as follows:

	Related-party lease	Third-party leases	Total
Year ending December 31,			
2021	$ 312	$ 6,007	$ 6,319
2022	321	5,689	6,010
2023	331	5,633	5,964
2024	225	5,766	5,991
2025	—	5,427	5,427
Thereafter	—	16,865	16,865
Total	$ 1,189	$ 45,387	$ 46,576

Note 11—Equity Compensation

Phantom stock—

Club Pilates and CycleBar issued 13,158 and 165 phantom stock units, respectively, to certain employees that settle, or are expected to settle, with cash payments. The phantom stock units are awarded with vesting conditions that include a service period and/or performance targets and a change of control and are subject to certain forfeiture provisions prior to vesting. There was no expense recorded for the years ended December 31, 2018, 2019 and 2020 related to the phantom stock units as vesting is not considered probable. Upon a change in control, the Company will record the then fair market value of such awards. During the year ended December 31, 2020, the 165 phantom stock units issued by CycleBar were cancelled.

Profit interest units—

The Parent grants time-based and performance-based profit interest units to certain key employees of the Company and its subsidiaries. The Parent has 195,988.2 units authorized for grant. The fair value of the time-based grants is recognized as compensation expense over the vesting period (generally four years), with an

(amounts in thousands, except share and unit amounts)

increase to Member's contribution in Member's equity. The fair value of the time-based grants was calculated using a Black-Scholes option-pricing model with the following assumptions:

	Years Ended December 31,		
	2018	2019	2020
Risk free interest rate	2.27%—2.85%	1.55%—2.20%	0.15%
Weighted average volatility	42.30%	41.80%	39.6%
Dividend yield	— %	— %	— %
Expected terms (in years)(1)	2.25	1.62	1.31

(1) The Company has limited historical information regarding the expected term. Accordingly, the Company determined the expected life of the units using the simplified method.

The profit interests have various distribution thresholds, which vary based on the date of grant. The weighted average distribution threshold for profit interests outstanding was $145.13 at December 31, 2020. At December 31, 2020, the Company had $1,090 of unrecognized compensation expense expected to be recognized over a weighted average period of approximately 1.2 years for the time-based grants. For the years ended December 31, 2018, 2019 and 2020, compensation expense of $1,969, $2,064 and $1,751, respectively, was included within SG&A expenses.

The performance-based grants are awarded with vesting conditions based on performance targets connected to the value received from change of control of the Parent and are subject to certain forfeiture provisions prior to vesting. There was no expense recorded for the years ended December 31, 2018, 2019 and 2020 related to the performance-based awards as vesting is not considered to be probable. The Company will record the compensation expense when the performance targets are met. At December 31, 2020, the Company had $9,966 of unrecognized compensation expense related to the performance-based grants. Forfeitures are recorded in the period the forfeitures occur.

XPONENTIAL FITNESS LLC (A WHOLLY OWNED SUBSIDIARY OF H&W FRANCHISE HOLDINGS, LLC)

Notes to Consolidated Financial Statements
(amounts in thousands, except share and unit amounts)

The following table summarizes the equity participation award activity:

	Performance-based profit interests		Time-based profit interests	
	Number of units	Weighted average distribution threshold	Number of units	Weighted average distribution threshold
Outstanding at January 1, 2018	26,234.7	$ 92.98	26,234.8	$ 92.98
Issued	68,121.6	$ 178.57	43,821.9	$ 136.17
Vested	—		(14,327.2)	$ 115.77
Forfeited, expired, or canceled	—		—	
Outstanding at December 31, 2018	94,356.3	$ 154.77	55,729.5	$ 121.08
Issued	25,937.6	$ 364.21	1,952.6	$ 327.84
Vested	—		(17,509.1)	$ 120.00
Forfeited, expired, or canceled	(2,761.6)	$ 135.00	(2,071.2)	$ 135.00
Outstanding at December 31, 2019	117,532.3	$ 201.49	38,101.8	$ 131.53
Issued	4,211.3	$ 244.46	4,211.3	$ 244.46
Vested	—		(19,920.4)	$ 140.12
Forfeited, expired, or canceled	—		—	
Outstanding at December 31, 2020	121,743.6	$ 202.98	22,392.7	$ 145.13
Vested	—		—	
Expected to vest	—		22,392.7	$ 145.13

Note 12—Employee Benefit Plan

The Company maintains the Xponential Fitness LLC 401(k) Profit Sharing Plan and Trust (the "401(k) Plan"). Employees who have completed one month of service and have attained age 18 are eligible to participate in elective deferrals under the 401(k) Plan. Employees are eligible to participate for purposes of matching contributions upon completion of one year of service. On an annual basis, the Company will determine the formula for the discretionary matching contribution. In addition, the Company may make a discretionary nonelective contribution to the 401(k) Plan. During the years ended December 31, 2018, 2019 and 2020, the Company recorded expense for matching contributions to the 401(k) Plan of $32, $197 and $338, respectively.

Note 13—Member's Equity

Member's equity interest—As of December 31, 2019 and 2020, the Company had one class of membership interest which was held by the Member. Earnings per share data is not provided in the consolidated financial statements as the Company is a single-member limited liability company with only one unit.

Member's contributions—As described in Note 3 and presented in the consolidated statements of changes to Member's equity, during the year ended December 31, 2018, the Parent contributed shares to the Company which were used as part of the consideration to sellers for certain acquisitions. The consideration contributed totaled $43,010. To estimate the value for these contributions, the Company estimated the value of the Parent's shares using Level 3 input factors including the fair value of the acquired entity, negotiated values

with the sellers of the acquired entities, recent equity recapitalizations of the Parent, comparable industry transactions, adjusted EBITDA multiples ranging from 14.1 to 23.6 and the estimated fair value of the Company's reporting units.

As described in Note 9, in February 2020, the Member contributed $49,443 to the Company, of which $32,157 was in satisfaction of the receivable from the Member and the remainder was a member's contribution. Of this $49,443, $30,000 was used to paydown the principal on outstanding term loans under the Facility (see Note 8) with the remainder available for unrestricted use by the Company. Also, in February 2020, the Company returned $19,443 of the contribution to the Member, which was recorded as a distribution. Also, in 2020, $53,760 of the proceeds from the borrowings under the 2020 Facility were paid to the Parent and recorded as a distribution. In August 2020, the Member contributed $10,000 to the Company, which was recorded as a contribution, the proceeds of which were used to repay the line of credit.

Note 14—Subsequent Events

The Company has evaluated subsequent events through April 16, 2021, which is the date the consolidated financial statements were available to be issued.

In February 2021, the Company entered into an agreement with a franchisee to repurchase two studios. The purchase price for the studios was approximately $245, less approximately $10 of net deferred revenue and deferred costs resulting in total purchase consideration of approximately $235. The Company has not completed the allocation of the purchase price to the tangible and intangible assets acquired.

On March 24, 2021, the Company entered into a contribution agreement with Rumble Holdings LLC; Rumble Parent LLC and Rumble Fitness LLC (the "Selling Parties") to acquire the franchise rights, brand, intellectual property and the rights to manage and license the "Rumble" franchise business. The Selling Parties are engaged in the business of operating fitness studios under the "Rumble" name which offer their customers boxing-inspired group fitness classes under the "Rumble" trade name, in addition to offering at home on-demand and live workouts on Rumble TV. The Company will also offer its customers related ancillary products and services related to this concept. The transaction terms include purchasing exclusive rights to establish and operate franchises under the "Rumble" trade name and use certain related assets for the purpose of establishing a franchise system. This acquisition is expected to enhance the Company's franchise offerings and provide a platform for future growth, which the Company believes is complimentary to its portfolio of franchises. The Parent contributed 39,540.5 shares of the Parent's Class A units, which were used to fund the acquisition. An additional 61,573.5 units may be contributed and issued to the Selling Parties if certain share prices are met, or if the Company or the Parent has a change of control. The Company is unable to provide the preliminary estimated fair values of the Parent's Class A units, the assets acquired and liabilities assumed as of the acquisition date as it has not yet completed its analysis. In connection with the contribution agreement, the Parent agreed to provide up to $20,000 in debt financing to the Selling Parties. On March 24, 2021, the 2020 Facility was amended to provide for additional term loans in an amount up to $10,600, which amount was borrowed and the proceeds distributed to the Parent to fund a note payable from the Selling Parties to the Parent under this $20,000 debt financing obligation. Quarterly principal payments of $53 on the additional term loans will be due beginning June 30, 2021.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Condensed Consolidated Balance Sheets
(Unaudited)
(amounts in thousands)

	December 31, 2020	March 31, 2021
Assets		
Current Assets:		
Cash, cash equivalents and restricted cash	$ 11,299	$ 7,350
Accounts receivable, net (Note 9)	5,196	6,474
Inventories	6,161	5,731
Prepaid expenses and other current assets	5,480	6,465
Deferred costs, current portion	3,281	3,363
Notes receivable from franchisees, net (Note 9)	1,288	1,308
Total current assets	32,705	30,691
Property and equipment, net	13,694	13,621
Goodwill	139,680	147,863
Intangible assets, net	98,124	109,537
Deferred costs, net of current portion	35,445	35,856
Notes receivable from franchisees, net of current portion (Note 9)	2,576	2,464
Other assets	614	615
Total assets	$ 322,838	$ 340,647
Liabilities and Member's Equity		
Current Liabilities:		
Accounts payable	$ 18,339	$ 15,989
Accrued expenses (Note 9)	13,764	13,332
Deferred revenue, current portion	14,247	16,155
Notes payable (Note 9)	970	993
Current portion of long-term debt	5,795	7,236
Other current liabilities	1,804	1,869
Total current liabilities	54,919	55,574
Deferred revenue, net of current portion	74,361	77,436
Contingent consideration from acquisitions (Note 10)	8,399	8,756
Long-term debt, net of current portion and issuance costs	176,002	184,344
Other liabilities	4,408	4,431
Total liabilities	318,089	330,541
Commitments and contingencies (Note 10)		
Member's equity:		
Member's contribution	113,697	123,802
Receivable from Member (Note 9)	(1,456)	(1,454)
Accumulated deficit	(107,492)	(112,242)
Total member's equity	4,749	10,106
Total liabilities and member's equity	$ 322,838	$ 340,647

See accompanying notes to condensed consolidated financial statements.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Condensed Consolidated Statements of Operations
(Unaudited)
(amounts in thousands)

	Three Months Ended March 31,	
	2020	2021
Revenue, net:		
Franchise revenue	$ 14,847	$ 13,755
Equipment revenue	6,735	4,066
Merchandise revenue	5,064	4,232
Franchise marketing fund revenue	2,697	2,483
Other service revenue	2,444	4,529
Total revenue, net	31,787	29,065
Operating costs and expenses:		
Costs of product revenue	8,098	5,344
Costs of franchise and service revenue	2,082	2,319
Selling, general and administrative expenses (Note 9)	11,873	16,602
Depreciation and amortization	1,814	2,055
Marketing fund expense	2,585	2,616
Acquisition and transaction expenses (income)	(774)	350
Total operating costs and expenses	25,678	29,286
Operating income (loss)	6,109	(221)
Other (income) expense:		
Interest income	(90)	(95)
Interest expense (Note 9)	7,986	4,423
Total other expense	7,896	4,328
Loss before income taxes	(1,787)	(4,549)
Income taxes	162	201
Net loss	$ (1,949)	$ (4,750)

See accompanying notes to condensed consolidated financial statements.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Condensed Consolidated Statements of Changes to Member's Equity
(Unaudited)
(amounts in thousands)

	Member's Contribution	Receivable from Member	Accumulated Deficit	Total Member's Equity
Balance at December 31, 2019	$ 152,265	$ (31,735)	$ (93,852)	$ 26,678
Equity based compensation	418	—	—	418
Member contributions	22,884	—	—	22,884
Distributions to Member	(73,203)	—	—	(73,203)
Payment received from Member, net	—	30,279	—	30,279
Net loss	—	—	(1,949)	(1,949)
Balance at March 31, 2020	$ 102,364	$ (1,456)	$ (95,801)	$ 5,107

	Member's Contribution	Receivable from Member	Accumulated Deficit	Total Member's Equity
Balance at December 31, 2020	$ 113,697	$ (1,456)	$ (107,492)	$ 4,749
Equity based compensation	222	—	—	222
Parent contribution of Rumble assets	20,483	—	—	20,483
Distributions to Member	(10,600)	—	—	(10,600)
Payment received from Member, net	—	2	—	2
Net loss	—	—	(4,750)	(4,750)
Balance at March 31, 2021	$ 123,802	$ (1,454)	$ (112,242)	$ 10,106

See accompanying notes to condensed consolidated financial statements.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Condensed Consolidated Statements of Cash Flows
(Unaudited)
(amounts in thousands)

	Three Months Ended March 31,	
	2020	2021
Cash flows from operating activities:		
Net loss	$ (1,949)	$ (4,750)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	1,814	2,055
Amortization of debt issuance cost	2,255	311
Change in contingent consideration from acquisitions	(774)	120
Bad debt expense (recovery)	42	(105)
Equity based compensation	418	222
Non-cash interest	312	226
Gain from disposal of assets	(2)	—
Changes in assets and liabilities, net of effect of acquisitions:		
Accounts receivable	738	(1,173)
Inventories	(293)	430
Prepaid expenses and other current assets	(1,975)	(985)
Deferred costs	(1,830)	(533)
Notes receivable, net	171	168
Accounts payable	(2,418)	(1,797)
Accrued expenses	(1,416)	491
Accrued related party interest	8	—
Other current liabilities	(422)	65
Deferred revenue	6,262	5,033
Other assets	—	(1)
Other liabilities	29	23
Net cash provided by (used in) operating activities	970	(200)
Cash flows from investing activities:		
Purchases of property and equipment	(574)	(1,125)
Purchase of studios	—	(245)
Proceeds from sale of company-owned studios	50	—
Purchase of intangible assets	—	(288)
Notes receivable	(450)	9
Net cash used in investing activities	(974)	(1,649)
Cash flows from financing activities:		
Payments on line of credit	(8,000)	—
Borrowings from long-term debt	185,000	10,600
Payments on long-term debt	(146,444)	(925)
Debt issuance costs	(4,998)	(212)
Payment of contingent consideration	(687)	(964)
Member contributions	17,286	—
Distributions to Member	(73,203)	(10,600)
Receipts from (advances to) Member, net (Note 9)	30,279	1
Receipts from (advances to) affiliates, net (Note 9)	2	—
Net cash used in financing activities	(765)	(2,100)
Decrease in cash, cash equivalents and restricted cash	(769)	(3,949)
Cash, cash equivalents and restricted cash, beginning of period	9,339	11,299
Cash, cash equivalents and restricted cash, end of period	$ 8,570	$ 7,350
Supplemental cash flow information:		
Interest paid	$ 5,455	$ 3,810
Income taxes paid	159	49
Noncash investing and financing activity:		
Capital expenditures accrued	$ 345	$ 552
Contingent consideration converted to Member contribution	5,598	—
Parent contribution of Rumble assets	—	20,483

See accompanying notes to condensed consolidated financial statements.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

Note 1 – Nature of Business and Operations

Xponential Fitness LLC (the "Company") was formed on August 11, 2017 as a Delaware limited liability company for the sole purpose of franchising fitness brands in several verticals within the boutique fitness industry. The Company is a wholly owned subsidiary of Xponential Intermediate Holdings, LLC ("Member"), which was formed on February 24, 2020, and ultimately, H&W Franchise Holdings, LLC ("Parent"). Prior to the formation of the Member, the Company was a wholly owned subsidiary of H&W Franchise Intermediate Holdings, LLC.

Currently, the Company's portfolio of nine brands includes: "Club Pilates," a Pilates facility franchisor; "CycleBar," a premier indoor cycling franchise; "Stretch Lab," a fitness concept offering one-on-one assisted stretching services; "Row House," a rowing concept that provides an effective and efficient workout centered around the sport of rowing; "Yoga Six," a yoga concept that concentrates on connecting to one's body in a way that is energizing; "AKT" and "Pure Barre," which are dance-based concepts that provide a combination of personal training and movement based techniques; "Stride," a running concept that offers treadmill-based high-intensity interval training and strength-training; and "Rumble," a boxing concept that offers boxing-inspired group fitness classes, which was acquired on March 24, 2021. The Company, through its brands, licenses its proprietary systems to franchisees who in turn operate studios to promote training and instruction programs to their club members within each vertical. In addition to franchised studios, the Company operated seven and 49 Company-owned studios as of March 31, 2020 and 2021, respectively.

Basis of presentation – The Company's condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("US GAAP"). In the opinion of management, the Company has made all adjustments necessary to present fairly the condensed consolidated statements of operations, balance sheets, changes in member's equity, and cash flows for the periods presented. Such adjustments are of a normal, recurring nature. These unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and related Notes included in the Company's 2020 consolidated financial statements. Interim results of operations are not necessarily indicative of results of operations to be expected for a full year.

On March 24, 2021, the Company acquired the rights to franchise the Rumble concept and has included the results of operations of Rumble in its condensed consolidated statement of operations from that date forward. See Note 3 for additional information.

Principles of consolidation – The Company's consolidated financial statements include the accounts of its wholly owned subsidiaries Club Pilates Franchise, LLC; CycleBar Holdco, LLC; Stretch Lab Franchise, LLC; Row House Franchise, LLC; Yoga Six Franchise, LLC; AKT Franchise, LLC; PB Franchising, LLC; Stride Franchise, LLC; and Rumble Franchise, LLC. All intercompany transactions have been eliminated in consolidation.

Use of estimates – The preparation of the consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the consolidated financial statements. Actual results could differ from these estimates under different assumptions or conditions.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

Note 2 – Summary of Significant Accounting Policies

Segment information –The Company operates in one operating segment. During the three months ended March 31, 2020 and 2021, the Company did not generate material international revenues and as of December 31, 2020 and March 31, 2021, the Company did not have material assets located outside of the United States.

Cash, cash equivalents and restricted cash – The Company considers all highly liquid investments with an original maturity of 90 days or less to be cash equivalents.

The Company has marketing fund restricted cash, which can only be used for activities that promote the Company's brands. Restricted cash was $999 and $1,030 at December 31, 2020 and March 31, 2021, respectively.

Accounts receivable and allowance for doubtful accounts – Accounts receivable primarily consist of amounts due from franchisees and vendors. These receivables primarily relate to royalties, advertising contributions, equipment and product sales, training, vendor commissions and other miscellaneous charges. Receivables are unsecured; however, the franchise agreements provide the Company the right to withdraw funds from the franchisee's bank account or to terminate the franchise for nonpayment. On a periodic basis, the Company evaluates its accounts receivable balance and establishes an allowance for doubtful accounts based on a number of factors, including evidence of the franchisee's ability to comply with credit terms, economic conditions and historical receivables. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. At December 31, 2020 and March 31, 2021, the allowance for doubtful accounts was $2,405 and $2,238, respectively.

Deferred offering costs – Deferred offering costs, primarily consisting of legal, accounting and other fees relating to the Company's initial public offering, are capitalized. These costs will be offset against the initial public offering proceeds upon the completion of the offering. In the event the offering is terminated, all deferred costs will be expensed. As of December 31, 2020 and March 31, 2021, the Company had capitalized $4,429 and $4,905, respectively, of deferred offering costs, which are recorded in prepaid expenses and other current assets in the condensed consolidated balance sheets.

Accrued expenses – Accrued expenses consisted of the following:

	December 31, 2020	March 31, 2021
Accrued compensation	$ 2,351	$ 3,306
Contingent consideration from acquisitions, current portion	3,229	2,307
Sales tax accruals	4,931	4,981
Other accruals	3,253	2,738
Total accrued expenses	$ 13,764	$ 13,332

Comprehensive income – The Company does not have any components of other comprehensive income recorded within the consolidated financial statements and, therefore does not separately present a consolidated statement of comprehensive income in the condensed consolidated financial statements.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

Fair value measurements – ASC Topic 820, *Fair Value Measurements and Disclosures*, applies to all financial assets and financial liabilities that are measured and reported on a fair value basis and requires disclosure that establishes a framework for measuring fair value and expands disclosure about fair value measurements. ASC 820 establishes a valuation hierarchy for disclosures of the inputs to valuations used to measure fair value.

This hierarchy prioritizes the inputs into three broad levels as follows:

Level 1 – Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that can be accessed at the measurement date.

Level 2 – Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates and yield curves), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3 – Unobservable inputs that reflect assumptions about what market participants would use in pricing the asset or liability. These inputs would be based on the best information available, including the Company's own data.

The Company's financial instruments include cash, restricted cash, accounts receivable, notes receivable, accounts payable, accrued expenses and notes payable. The carrying amounts of these financial instruments approximates fair value due to their short maturities.

Recently issued accounting pronouncements –

Accounting for leases – In February 2016, the FASB issued ASUNo. 2016-02, "Leases (Topic 842)." This new topic, which supersedes "Leases (Topic 840)," applies to all entities that enter into a contract that is or contains a lease, with some specified scope exemptions. This new standard requires lessees to evaluate whether a lease is a finance lease using criteria similar to those a lessee uses under current accounting guidance to determine whether it has a capital lease. Leases that do not meet the criteria for classification as finance leases by a lessee are to be classified as operating leases.

Under the new standard, for each lease classified as an operating lease, lessees are required to recognize on the balance sheet: (i) aright-of-use ("ROU") asset representing the right to use the underlying asset for the lease term; and (ii) a lease liability for the obligation to make lease payments over the lease term. Lessees can make an accounting policy election, by class of underlying asset, to not recognize ROU assets and lease liabilities for leases with a lease term of 12 months or less as long as the leases do not include options to purchase the underlying assets that the lessee is reasonably certain to exercise. This standard also requires an entity to disclose key information (both qualitative and quantitative) about the entity's leasing arrangements. Upon adoption, entities are required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach, which includes a number of optional practical expedients that entities may elect to apply. Management is currently evaluating the impact of this new guidance on the consolidated financial statements.

In June 2020, the FASB issued ASUNo. 2020-05, "Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842)," which defers the effective date of Leases (Topic 842) to fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

Credit Losses – In June 2016, the FASB issued ASU 2016-13, "Financial Instruments—Credit Losses (Topic 326)." The standard introduces a new model for recognizing credit losses on financial instruments based on an estimate of current expected credit losses and will apply to trade receivables. The new guidance will be effective for the Company's annual and interim periods beginning after December 15, 2022. The Company is currently evaluating the impact of the adoption of the standard on the consolidated financial statements.

Reference Rate Reform – In March 2020, the FASB issued ASU 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting". ASU 2020-04 provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships and other transactions affected by the expected transition away from reference rates that are expected to be discontinued, such as LIBOR. ASU 2020-04 was effective upon issuance. The Company may elect to apply the guidance prospectively through December 31, 2022. The Company is currently evaluating the impact of the adoption of the standard on the consolidated financial statements.

Note 3 – Acquisitions

The Company completed the following acquisitions which contain Level 3 fair value measurements related to the recognition of goodwill and intangibles.

Studios

In February 2021, the Company entered into an agreement with a franchisee under which the Company repurchased two studios to operate as company-owned studios. The aggregate purchase price for the acquisition was $245, less $10 of net deferred revenue and deferred costs resulting in total purchase consideration of $235. The following summarizes the aggregate fair values of the assets acquired and liabilities assumed:

Property and equipment	$ 71
Reacquired franchise rights	164
Total purchase price	$235

The fair value of reacquired franchise rights was based on the excess earnings method and are considered to have an approximate eight-year life. Inputs used in the methodologies primarily included sales forecasts, projected future cash flows and discount rate commensurate with the risk involved. The acquisition was not material to the results of operations of the Company.

Rumble

On March 24, 2021, the Parent entered into a contribution agreement with Rumble Holdings LLC; Rumble Parent LLC and Rumble Fitness LLC (the "Selling Parties") to acquire the franchise rights, brand, intellectual property and the rights to manage and license the "Rumble" franchise business. The Parent issued 39,540.5 shares of the Parent's Class A units, which were used to fund the acquisition, and are subject to forfeiture if certain events occur. An additional 61,573.5 units were issued to the Selling Parties, which units vest if certain share prices are met, or if the Company or the Parent has a change of control. In connection with the contribution agreement, the Parent agreed to provide up to $20,000 in debt financing to the Selling Parties. See Note 8 for additional information. The Parent contributed all assets acquired from the Selling Parties to the Company. The

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

fair value of all the Parent's Class A units issued to the Selling Parties was determined to be $20,483 and is a Level 3 measurement. The Company estimated the value of the Parent's shares using Level 3 input factors including the fair value of the acquired entity, negotiated values with the sellers of the acquired entity, recent equity recapitalizations of the Parent, comparable industry transactions, adjusted EBITDA multiples ranging from 15 to 18 and the estimated fair value of the Company's reporting units.

The Selling Parties are engaged in the business of operating fitness studios under the "Rumble" name which offer their customers boxing-inspired group fitness classes under the "Rumble" trade name, in addition to offering at home on-demand and live workouts on Rumble TV. The Company will also offer its customers related ancillary products and services related to this concept. The transaction terms include purchasing exclusive rights to establish and operate franchises under the "Rumble" trade name and use certain related assets for the purpose of establishing a franchise system. This acquisition is expected to enhance the Company's franchise offerings and provide a platform for future growth, which the Company believes is complimentary to its portfolio of franchises.

The transaction was accounted for as a business combination using the acquisition method of accounting, which requires the assets acquired to be recorded at their respective fair value as of the date of the transaction. The Company determined the preliminary estimated fair values after review and consideration of relevant information as of the acquisition date, including discounted cash flows, quoted market prices and estimates made by management. The fair values assigned to tangible and intangible assets acquired are preliminary based on management's estimates and assumptions and may be subject to change as additional information is received. We expect to finalize the valuation as soon as practicable, but not later than one year from the acquisition date. The following table summarizes the preliminary estimated fair values of the assets acquired and liabilities assumed:

Goodwill	$ 8,183
Franchise agreements	10,900
Trademark	1,400
Total purchase price	$ 20,483

The consideration resulted in goodwill of $8,183, which consists largely of the synergies and economies of scale expected from combining the assets of Rumble with the Company's franchise servicing operations. The fair values, which are Level 3 measurements, of the recognizable intangible assets are comprised of trademarks and franchise agreements. The fair value of trademarks was estimated by the relief from royalty method and are considered to have a ten-year life. The fair value of the franchise agreements was based on the excess earnings method and are considered to have a ten-year life. Inputs used in the methodologies primarily included sales forecasts, projected future cash flows, royalty rate and discount rate commensurate with the risk involved. The acquisition was not material to the results of operations of the Company.

Goodwill and intangible assets recognized from this acquisition are not expected to be tax deductible.

During the three months ended March 31, 2021, the Company incurred $229 of transaction costs directly related to the acquisitions, which is included in acquisition and transaction expenses in the condensed consolidated statements of operations.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

Note 4 – Contract Liabilities and Costs from Contracts with Customers

Contract liabilities – Contract liabilities consist of deferred revenue resulting from franchise fees, development fees and master franchise fees paid by franchisees, which are recognized over time on a straight-line basis over the franchise agreement term. The Company also receives upfront payments from vendors under agreements that give the vendors access to franchisees' members to provide certain services to the members ("brand fees"). Revenue from the upfront payments is recognized on a straight-line basis over the agreement term and is reported in other service revenue. Also included in the deferred revenue balance are non-refundable prepayments for merchandise and equipment, as well as revenues for training, service revenue and on-demand fees for which the associated products or services have not yet been provided to the customer. The Company classifies these contract liabilities as either current deferred revenue or non-current deferred revenue in the condensed consolidated balance sheets based on the anticipated timing of delivery. The following table reflects the change in franchise development and brand fee contract liabilities for the three months ended March 31, 2021. Other deferred revenue amounts of $9,441 are excluded from the table as the original expected duration of the contracts is one year or less.

	Franchise development fees	Brand fees	Total
Balance at December 31, 2020	$ 76,371	$ 5,385	$81,756
Revenue recognized that was included in deferred revenue at the beginning of the year	(2,152)	(474)	(2,626)
Deferred revenue recorded as settlement in purchase accounting	(155)	—	(155)
Increase, excluding amounts recognized as revenue during the year	5,175	—	5,175
Balance at March 31, 2021	$ 79,239	$ 4,911	$84,150

The following table illustrates estimated revenue expected to be recognized in the future related to performance obligations that were unsatisfied (or partially unsatisfied) as of March 31, 2021. The expected future recognition period for deferred franchise development fees related to unopened studios is based on management's best estimate of the beginning of the franchise license term for those studios. The Company elected to not disclose short term contracts, sales and usage-based royalties, marketing fees and any other variable consideration recognized on an "as invoiced" basis.

Contract liabilities to be recognized in revenue in	Franchise development fees	Brand fees	Total
Remainder of 2021	$ 3,347	$ 1,422	$ 4,769
2022	6,583	1,896	8,479
2023	7,927	1,593	9,520
2024	8,513	—	8,513
2025	8,609	—	8,609
Thereafter	44,260	—	44,260
	$79,239	$4,911	$84,150

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

The following table reflects the components of deferred revenue:

	December 31, 2020	March 31, 2021
Franchise and area development fees	$ 76,371	$ 79,239
Brand fees	5,385	4,911
Equipment and other	6,852	9,441
Total deferred revenue	88,608	93,591
Non-current portion of deferred revenue	74,361	77,436
Current portion of deferred revenue	$ 14,247	$ 16,155

Contract costs – Contract costs consist of deferred commissions resulting from franchise and area development sales by third-party and affiliate brokers and sales personnel. The total commission is deferred at the point of a franchise sale. The commissions are evenly split among the number of studios purchased under the development agreement and begin to be amortized when a subsequent franchise agreement is executed. The commissions are recognized on a straight-line basis over the initial ten-year franchise agreement term to align with the recognition of the franchise agreement or area development fees. The Company classifies these deferred contract costs as either current deferred costs or non-current deferred costs in the condensed consolidated balance sheet. The associated expense is classified within costs of franchise and service revenue in the condensed consolidated statements of operations. At December 31, 2020 and March 31, 2021, there were approximately $2,553 and $2,780 of current deferred costs and approximately $35,417 and $35,838 in non-current deferred costs, respectively. The Company recognized approximately $913 and $1,009 in franchise sales commissions expense for the three months ended March 31, 2020 and 2021, respectively.

Note 5 – Notes Receivable

The Company has provided unsecured advances or extended financing related to the purchase of the Company's equipment or franchise fees to various franchisees. These arrangements have terms of up to 18 months with interest typically based on LIBOR plus 700 basis points with an initial interest free period. The Company also provides loans to various franchisees through its relationship with Intensive Capital Inc. ("ICI") (see Note 9 for additional information). The Company accrues the interest as an addition to the principal balance as the interest is earned. Activity related to these arrangements is presented within operating activities in the condensed consolidated statements of cash flows.

The Company has also provided unsecured loans for the establishment of new or transferred franchise studios to various franchisees. These loans have terms of up to ten years and bear interest at fixed rates ranging from 7.75% to 15%, or variable rates based on LIBOR plus a specified margin. The Company accrues interest as an addition to the principal balance as the interest is earned. Activity related to these loans is presented within investing activities in the consolidated statements of cash flows.

At December 31, 2020 and March 31, 2021, the principal balance of the notes receivable was approximately $5,773 and $5,681, respectively. On a periodic basis, the Company evaluates its notes receivable balance and establishes an allowance for doubtful accounts, based on a number of factors, including evidence of the franchisee's ability to comply with the terms of the notes, economic conditions and historical collections. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. At December 31, 2020 and March 31, 2021, the Company has reserved approximately $1,909 as uncollectible notes receivable.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

Note 6 – Property and equipment

Property and equipment consisted of the following:

	December 31, 2020	March 31, 2021
Furniture and equipment	$ 3,586	$ 3,612
Computers and software	6,451	7,671
Vehicles	12	12
Leasehold improvements	6,478	6,478
Construction in progress	1,201	599
Less: accumulated depreciation	(4,034)	(4,751)
Total property and equipment	$ 13,694	$ 13,621

Depreciation expense for the three months ended March 31, 2020 and 2021 was $615 and $716, respectively.

Note 7 – Goodwill and Intangible Assets

Goodwill represents the excess of cost over the fair value of identifiable net assets acquired related to the original purchase of the various franchise businesses and acquisition of Company-owned studios. Goodwill is not amortized but is tested annually for impairment or more frequently if indicators of potential impairment exist. During the three months ended March 31, 2021, there was an increase of $8,183 in previously reported goodwill due to the acquisition of Rumble as discussed in Note 3. Goodwill totals $139,680 and $147,863 at December 31, 2020 and March 31, 2021, respectively.

Intangible assets consisted of the following:

		December 31, 2020			March 31, 2021		
	Amortization period (years)	Gross amount	Accumulated amortization	Net amount	Gross amount	Accumulated amortization	Net amount
Trademarks	4 – 10	$ 1,420	$ (373)	$ 1,047	$ 2,825	$ (408)	$ 2,417
Franchise agreements	7.5 – 10	34,500	(11,498)	23,002	45,400	(12,567)	32,833
Reacquired franchise rights	7.5 – 8	158	(15)	143	322	(18)	304
Customer relationships	1	33	(26)	7	33	(33)	—
Non-compete agreement	5	1,400	(1,002)	398	1,400	(1,072)	328
Web design and domain	3 – 10	130	(44)	86	130	(51)	79
Deferred video production costs	3	1,150	(316)	834	1,433	(464)	969
Total definite-lived intangible assets		38,791	(13,274)	25,517	51,543	(14,613)	36,930
Indefinite-lived intangible assets:							
Trademarks	N/A	72,607	—	72,607	72,607	—	72,607
Total intangible assets		$ 111,398	$ (13,274)	$ 98,124	$ 124,150	$ (14,613)	$ 109,537

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

Amortization expense for the three months ended March 31, 2020 and 2021 was approximately $1,212 and $1,339, respectively.

The anticipated future amortization expense of intangible assets is as follows:

Remainder of 2021	$ 4,864
2022	6,129
2023	5,869
2024	5,673
2025	5,578
Thereafter	8,817
Total	$ 36,930

Note 8 – Debt

On September 29, 2017, the Member obtained a five-year $55,000 term loan from a lender, along with a consortium of banks and other lenders (the "Facility"). The rights and obligations were then assigned to and assumed by the Company and St. Gregory Holdco, LLC ("STG") a subsidiary of the Member immediately following the consummation of a related party recapitalization transaction. The Facility also included a $3,000 revolving credit line for general corporate purposes. On June 28, 2018 and October 25, 2018, the Facility was amended to increase the aggregate available borrowings to $145,000, including a $10,000 revolving credit line, and to extend the maturity date to October 25, 2023. The debt was collateralized by substantially all of the Member's assets, including assets of the Member's subsidiaries. Borrowings under the term loan and revolving credit line carried an interest rate of LIBOR plus 6%.

The term loan required quarterly installments of 0.25% of the aggregate amount of Term A Loans through June 30, 2020, and 1.25% of the aggregate amount of Term A Loans each quarter thereafter, plus interest through the term of the loan, maturing October 25, 2023. The revolving credit line required interest only payments through the term of the loan, maturing October 25, 2023.

In December 2019, the Company entered into an amendment and waiver to the Facility. In connection with the amendment, the Company agreed to pay monthly fees of $500 beginning on February 1, 2020, increasing by $500 on the first of each subsequent month until the amounts outstanding under the Facility were repaid in full. In addition, the interest rate margin above LIBOR was to increase by 1% beginning on February 1, 2020, increasing by 1% on the first of each subsequent month until the amounts outstanding under the Facility were repaid in full. Further, installment payments on the Term A Loan were due in an amount equal to 1% of the aggregate amount of Term A Loans beginning on February 1, 2020. In addition, penalties of up to $1,500 were to be incurred if certain information was not provided on the respective due dates through February 2020. The lender was also entitled to purchase up to 1% of the Company's equity through the issuance of warrants if the Facility had not been refinanced by April 1, 2020, and that right was to increase by 1% in each subsequent month until refinanced.

In February 2020, the Company entered into a further amendment to the Facility that required a $30,000 principal payment, which was paid in February 2020 with the proceeds from an equity contribution (see Note 11). The amendment also reverted to the prior quarterly installment payment schedule and amended the monthly fees beginning March 1, 2020 to $1,000, increasing to $2,000 on August 1, 2020. The required information was provided by the due date related to $1,000 of penalties imposed by the December 2019 amendment. In February 2020, the Company paid $500 in penalties.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

On February 28, 2020, the Company obtained a five-year $185,000 term loan from a lender, along with a consortium of other lenders (the "2020 Facility"). The 2020 Facility also includes a $10,000 revolving credit facility. The 2020 Facility is collateralized by substantially all of the Company's assets, including assets of the Company's subsidiaries. The 2020 Facility has an interest rate based on a reference rate or LIBOR, plus an applicable margin (8.125% at March 31, 2021). The proceeds of the term loan were used to repay borrowings, interest and fees outstanding under the Facility, and a $1,000 prepayment penalty on the Facility. In addition, $18,833 of the proceeds were distributed to the Member in March 2020. Principal payments of $925 are due quarterly beginning on June 30, 2020, and excess payments are required if the Company's cash flows exceed certain thresholds. As of March 31, 2021, the total amount available for borrowing was $4,193.

On March 24, 2021, the 2020 Facility was amended to provide for additional term loans in an amount up to $10,600, which amount was borrowed and the proceeds distributed to the Parent to fund a note payable under a $20,000 debt financing obligation in connection with the acquisition of Rumble (see Note 3 for additional information). Quarterly principal payments of $53 on the additional term loans will be due beginning June 30, 2021.

The 2020 Facility contains representations, conditions, covenants and events of default customary for similar facilities, including a total leverage ratio. As of March 31, 2021, the Company was in compliance with these covenants or had obtained a waiver for non-compliance. The 2020 Facility also includes certain restrictions including, among other things, restrictions on additional indebtedness, issuance of additional equity, payments or distributions to affiliates and entering into certain transactions with affiliates.

In April 2020, the Company received a loan in the amount of $3,665, pursuant to the Paycheck Protection Program ("PPP") administered by the U.S. Small Business Administration. The PPP is part of the Coronavirus Aid, Relief, and Economic Security Act, which provides for forgiveness of up to the full principal amount and accrued interest of qualifying loans guaranteed under the PPP. The loan matures April 17, 2022, bears interest at 1% per annum and requires no payments during the first 16 months from the date of the loan. As of March 31, 2021, the Company has applied for forgiveness of 100% of the loan.

The Company incurred debt issuance costs of $4,998 and $212 in the three months ended March 31, 2020 and 2021, respectively. Debt issuance cost amortization amounted to approximately $2,255 and $311 for the three months ended March 31, 2020 and 2021, respectively. Unamortized debt issuance costs as of December 31, 2020 and March 31, 2021 were $5,094 and $4,995, respectively, and are presented as a reduction to long-term debt in the condensed consolidated balance sheets.

Principal payments on outstanding balances of long-term debt as of March 31, 2021 were as follows:

	Amount
Remainder of 2021	$ 5,038
2022	5,508
2023	3,912
2024	3,912
2025	178,205
Total	$ 196,575

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

The carrying value of the Company's long-term debt approximated fair value as of December 31, 2020 and March 31, 2021 due to the variable interest rate, which is a Level 2 input, or proximity of debt issuance date to the balance sheet date.

Note 9 – Related Party Transactions

The Company has numerous transactions with the Member and the Parent and its affiliates. The significant related party transactions consist of borrowings from and payments to the Member and other related parties under common control of the Parent.

In September 2017, the Parent entered into a management services agreement with TPG Growth III Management, LLC ("TPG"), which was an affiliate of the Parent, to pay TPG an annual fee of $750 for management services provided to the Company. In June 2018, TPG assigned the management services agreement to H&W Investco Management LLC ("H&W Investco"), which is beneficially owned by a member of the Company's board of directors. During the three months ended March 31, 2020 and 2021, the Company recorded $220 and $192, respectively, of management fees included within SG&A expenses for services received from H&W Investco, including reimbursement for reasonable out-of-pocket expenses.

As of December 31, 2019, the Company recorded a reduction to Member's equity of $31,735, representing the net amount of funds advanced to the Member, as the Company determined that the Member had no plan to repay these amounts in the foreseeable future. The receivable from the Parent was repaid in February 2020. During the three months ended March 31, 2020, the Company provided net funds to STG aggregating $1,456 and recorded a corresponding reduction to member's equity for this same amount. During the three months ended March 31, 2021, the Parent repaid $2 of the receivable. The aggregate receivable from the Parent at December 31, 2020 and March 31, 2021 was $1,456 and $1,454, respectively.

In February 2020, the Member contributed $49,443 to the Company in satisfaction of the $31,735 at December 31, 2019 receivable with the remainder recorded as a contribution. The proceeds were used to make a $30,000 principal payment on the Company's outstanding term loan (see Note 8), with the remainder available for unrestricted use by the Company. Also, in February 2020, the Company returned $19,443 of the contribution to the Member, which was recorded as a distribution. Also, in the three months ended March 31, 2020, $53,760 of the proceeds from the borrowings under the 2020 Facility were forwarded to the Parent and recorded as a distribution.

The Company's Chief Executive Officer is the sole owner of ICI. ICI provides unsecured loans to the Company, which loans the funds to franchisees to purchase a franchise territory or to setup a studio. The Company records notes payable to ICI and notes receivable from the franchisees resulting from these transactions. The notes from ICI to the Company accrue interest at the time the loan is made, which is recorded as interest expense. The notes receivable begin to accrue interest 45 days after the issuance to the franchisee. At December 31, 2020 and March 31, 2021, the Company had recorded $94 and $93 of notes receivable and $86 and $86 of notes payable, respectively. The Company recognized $3 of interest income in the three months ended March 31, 2020 and 2021, and $4 and $3 of interest expense, respectively, for the three months ended March 31, 2020 and 2021.

In September 2019, the Company entered into a building lease agreement with Von Karman Production LLC, which is owned by the Company's Chief Executive Officer. Pursuant to the lease, the Company is obligated to pay monthly rent of $25 for an initial lease term of five years expiring on August 31, 2024. During the three months ended March 31, 2020 and 2021, the Company recorded expense related to this lease of $80.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

The Company earns revenues and has accounts receivable and notes receivables from franchisees who are also shareholders of the Parent or officers of the Company. Revenues from these affiliates, primarily related to franchise revenue, marketing fund revenue and merchandise revenue, were $280 and $294 for the three months ended March 31, 2020 and 2021, respectively. Included in accounts receivable as of December 31, 2020 and March 31, 2021 is $9 and $14, respectively, for such sales. At December 31, 2020 and March 31, 2021, notes receivable from franchisees includes $135 and $128 and notes receivable from franchisees, net of current portion includes $2,093 and $2,145, respectively, related to financing provided to these affiliates.

Note 10 – Contingencies and Litigation

Litigation – In August 2020, Get Kaisered Inc., Kaiser Fitness LLC and Anna Kaiser (collectively, the "Plaintiffs") filed a complaint against the Company and the Member alleging, among other claims, breaches by the Company of an asset purchase agreement and a consulting agreement. The complaint seeks relief including monetary damages and injunctive relief. The Company intends to defend itself and a range of losses, if any, is not estimable. As a result, the Company has not recorded any liability for this matter in the consolidated balance sheets.

The Company is subject to normal and routine litigation brought by former or current employees, customers, franchisees, vendors, landlords or others. The Company intends to defend itself in any such matters. The Company believes that the ultimate determination of liability in connection with legal claims pending against it, if any, will not have a material adverse effect on its business, annual results of operations, liquidity or financial position; however, it is possible that the Company's business, results of operations, liquidity or financial condition could be materially affected in a particular future reporting period by the unfavorable resolution of one or more matters or contingencies during such period. The Company accrued for estimated legal liabilities and has entered into certain settlement agreements to resolve legal disputes, and recorded $679 and $231, which is included in accrued expenses on the condensed consolidated balance sheet as of December 31, 2020 and March 31, 2021, respectively.

Contingent consideration from acquisitions – In connection with the 2017 acquisition of CycleBar from a then affiliate of the Member, the Company recorded contingent consideration of $4,390 for the estimated fair value of the contingent payment. Payment of additional consideration is contingent on CycleBar reaching two milestones based on a number of operating franchise studios and average monthly revenues by September 2022. The first milestone payout was $5,000 and the second milestone was $10,000. The contingent consideration is measured at estimated fair value using a probability weighted discounted cash flow analysis. These inputs include the probability of achievement, the projected payment date and the discount rate of 8.5% used to present value the projected cash flows.

In March 2020, the Parent entered into an agreement with the former owners of CycleBar, which (i) decreased the second milestone amount to $2,500, (ii) imposes interest at 10% per annum on the first and second milestones beginning March 5, 2020 and April 2, 2020, respectively, and (iii) increases the interest rate to 14% on the first milestone if not paid prior to January 1, 2021. As a result, in March 2020, the Company recorded a reduction to the contingent consideration liability of $5,598 with an offsetting increase in Member's equity.

The Company recorded approximately $144 and $237 of additional contingent consideration as interest expense for the three months ended March 31, 2020 and 2021, respectively. At December 31, 2020 and March 31, 2021, the contingent consideration $8,100 and $8,336 recorded as contingent consideration from acquisitions, respectively, on the condensed consolidated balance sheets.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

In connection with the 2017 acquisition of Row House, the Company agreed to pay to the sellers 20% of operational or change of control distributions, subject to distribution thresholds, until the date there is a change in control or liquidation of Row House. During the three months ended March 31, 2020 and 2021, the Company recorded a reduction and an increase of ($308) and $120 to contingent consideration, of which $52 and $0 was recorded as interest expense and ($360) and $120 as acquisition and transaction expenses (income), respectively. As of December 31, 2020 and March 31, 2021, contingent consideration totals approximately $300 and $420, respectively. The Company determines the estimated fair value using a discounted cash flow approach, giving consideration to the market valuation approach, which is a Level 3 measurement. Inputs used in the methodology primarily included sales forecasts, projected future cash flows and discount rate commensurate with the risk involved.

In connection with the 2017 acquisition of Stretch Lab, the Company agreed to pay to the seller 20% of operational or change of control distributions, until the date there is a change of control or a liquidation of Stretch Lab. The Company determined the estimated fair value using a discounted cash flow approach, giving consideration to the market valuation approach, which is a Level 3 measurement. Inputs used in the methodology primarily included sales forecasts, projected future cash flows and discount rate commensurate with the risk involved. In September 2019, the Company entered into a settlement agreement with the Stretch Lab sellers to resolve disputes related to the acquisition and related agreements and to settle all amounts due under the contingent consideration. Under the terms of the settlement agreement, the Company will make payments to the sellers aggregating $6,500, which was recorded at the settlement date using a discount rate of 8.345%. At December 31, 2020 and March 31, 2021, the liability was $1,979 and $1,333 recorded as accrued expenses, respectively, on the condensed consolidated balance sheets. The Company made an initial payment of $1,000 in September 2019, and the first quarterly payment of $688 in December 2019. Quarterly payments of $688 will continue through September 2021.

In connection with the 2018 acquisition of AKT, the Company agreed to pay the seller 20% of operational or change of control distributions, subject to distribution thresholds until the date there is a change of control or a liquidation of AKT. During the three months ended March 31, 2020, the Company recorded a reduction to contingent consideration of ($403), of which $11 was recorded as interest expense and ($414) as acquisition and transaction expenses (income). As of December 31, 2020 and March 31, 2021, contingent consideration totals $0 in the condensed consolidated balance sheets. The Company determines the estimated fair value using a discounted cash flow approach, giving consideration to the market valuation approach, which is a Level 3 measurement. Inputs used in the methodology primarily included sales forecasts, projected future cash flows and discount rate commensurate with the risk involved.

In connection with the 2018 acquisition of Yoga Six, the Company is obligated to make additional payments for purchase consideration if certain events occur. Payment of additional consideration is contingent on Yoga Six reaching a milestone of opening a number of franchise studios before the fourth anniversary of the purchase date. The contingent consideration is measured at estimated fair value using a probability weighted discounted cash flow analysis. The inputs include the probability of achievement, the projected payment date and the discount rate of 8.5% used to present value the projected cash flows. At December 31, 2020 and March 31, 2021, the contingent consideration payable was $1,000 and $724, respectively, and is included in accrued expenses in the consolidated balance sheets.

In connection with the 2018 acquisition of Stride, the Company initially recorded contingent consideration of $1,869 for the estimated fair value of the contingent payments. Payment of additional consideration was

contingent on Stride reaching two milestones for opening franchise studios before the first anniversary of the purchase date. The contingent consideration is measured at estimated fair value using a probability weighted discounted cash flow analysis. These inputs include the probability of achievement, the projected payment date and the discount rate of 8.5% used to present value the projected cash flows. The contingent consideration agreement was modified in 2019 and 2020. Payments of additional consideration, as amended, are now contingent on Stride reaching milestones for opening two franchise studios and membership enrollments for such studios at various date through 2021. At December 31, 2020 and March 31, 2021, the contingent consideration of $250 was recorded as accrued expenses in the condensed consolidated balance sheets.

Note 11 – Member's Equity

Member's equity interest – As of December 31, 2020 and March 31, 2021, the Company had one class of membership interest which was held by the Member. Earnings per share data is not provided in the condensed consolidated financial statements as the Company is a single-member limited liability company with only one unit.

Member's contributions – As described in Note 3 and presented in the condensed consolidated statements of changes to Member's equity, during the three months ended March 31, 2021, the Parent contributed assets related to the Rumble acquisition. The fair value of assets contributed was $20,483.

As described in Note 9, in February 2020, the Member contributed $49,443 to the Company, of which $32,157 was in satisfaction of the receivable from the Member and the remainder was a member's contribution. Of this $49,443, $30,000 was used to paydown the principal on outstanding term loans under the Facility (see Note 8) with the remainder available for unrestricted use by the Company. Also, in February 2020, the Company returned $19,443 of the contribution to the Member, which was recorded as a distribution. Also, in 2020, $53,760 of the proceeds from the borrowings under the 2020 Facility were paid to the Parent and recorded as a distribution.

Note 12- Subsequent Events

The Company has evaluated subsequent events through June 3, 2021, which is the date the condensed consolidated financial statements were available to be issued (June 25, 2021, as it relates to PPP loan forgiveness).

On April 19, 2021, the Company entered into a Financing Agreement with Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders party thereto (the "Credit Agreement"), which consists of a $212,000 senior secured term loan facility (the "Term Loan Facility", and the loans thereunder, the "Term Loans"). The Company's obligations under the Credit Agreement are guaranteed by the Member and certain of the Company's material subsidiaries and are secured by substantially all of the assets of the Member and certain of the Company's material subsidiaries.

Under the Credit Agreement, the Company is required to make: (i) monthly payments of interest on the Term Loans and (ii) quarterly principal payments equal to 0.25% of the original principal amount of the Term Loans. Borrowings under the Term Loan Facility bear interest at a per annum rate of, at the Company's option, either (a) the LIBOR Rate (as defined in the Credit Agreement) plus a margin of 6.50% or (b) the Reference Rate (as defined in the Credit Agreement) plus a margin of 5.50%.

Xponential Fitness LLC (a wholly owned subsidiary of H&W Franchise Holdings, LLC)

Notes to Condensed Consolidated Financial Statements
(Unaudited)
(amounts in thousands, except share and unit amounts)

The Credit Agreement also contains mandatory prepayments of the Term Loans with: (i) 50% of the Member's and its subsidiaries' Excess Cash Flow (as defined in the Credit Agreement), subject to certain exceptions; (ii) 100% of the net proceeds of certain asset sales and insurance/condemnation events, subject to reinvestment rights and certain other exceptions; (iii) 100% of the net proceeds of certain extraordinary receipts, subject to reinvestment rights and certain other exceptions; (iv) 100% of the net proceeds of any incurrence of debt, excluding certain permitted debt issuances; and (v) up to $60,000 of net proceeds in connection with an initial public offering of at least $200,000, subject to certain exceptions.

All voluntary prepayments and certain mandatory prepayments of the Term Loan made (i) on or prior to the first anniversary of the closing date are subject to a 2.0% premium on the principal amount of such prepayment and (ii) after the first anniversary of the closing date and on or prior to the second anniversary of the closing date are subject to a 0.50% premium on the principal amount of such prepayment. Otherwise, the Term Loans may be paid without premium or penalty, other than customary breakage costs with respect to LIBOR Rate Term Loans.

The Credit Agreement contains customary affirmative and negative covenants, including, among other things: (i) to maintain certain total leverage ratios, liquidity levels and EBITDA levels (in each case, as discussed further in the Credit Agreement); (ii) to use the proceeds of borrowings only for certain specified purposes; (iii) to refrain from entering into certain agreements outside of the ordinary course of business, including with respect to consolidation or mergers; (iv) restricting further indebtedness or liens; (v) restricting certain transactions with affiliates; (vi) restricting investments; (vii) restricting prepayments of subordinated indebtedness; (viii) restricting certain payments, including certain payments to affiliates or equity holders and distributions to equity holders; and (ix) restricting the issuance of equity.

The Credit Agreement also contains customary events of default, which could result in acceleration of amounts due under the Credit Agreement. Such events of default include, subject to the grace periods specified therein, failure to pay principal or interest when due, failure to satisfy or comply with covenants, a change of control, the imposition of certain judgments and the invalidation of liens the Company has granted.

The proceeds of the Term Loan were used to repay principal, interest and fees outstanding under the 2020 Facility aggregating $195,633 (including a prepayment penalty of approximately $1,900) and for working capital and other corporate purposes. Principal payments of the Term Loan of $530 are due quarterly.

On June 10, 2021, the Company was notified that the PPP loan was forgiven. In June 2021, the Company will recognize gain on forgiveness of debt of $3,707, including interest accrued through the forgiveness date.

Shares

Xponential Fitness, Inc.

Class A Common Stock

PROSPECTUS

BofA Securities	**Jefferies**	**Morgan Stanley**
Guggenheim Securities	**Citigroup**	**Piper Sandler**
Baird		**Raymond James**

, 2021

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

	Amount to Be Paid
Securities and Exchange Commission registration fee	$ *
Financial Industry Regulatory Authority, Inc. filing fee	*
Exchange listing fee	*
Transfer agent's fees	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Blue Sky fees and expenses	*
Miscellaneous	*
Total	$

* To be completed by amendment.

Each of the amounts set forth above, other than the Securities and Exchange Commission registration fee, the Financial Industry Regulatory Authority, Inc. filing fee and the exchange listing fee, is an estimate.

Item 14. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law, or DGCL, provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent to the Registrant. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise. The Registrant's bylaws provide for indemnification by the Registrant of its directors, officers and employees to the fullest extent permitted by the DGCL. The Registrant has entered into indemnification agreements with each of its current directors and executive officers to provide these directors and executive officers additional contractual assurances regarding the scope of the indemnification set forth in the Registrant's certificate of incorporation and bylaws and to provide additional procedural protections. There is no pending litigation or proceeding involving a director or executive officer of the Registrant for which indemnification is sought.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payments of dividends or unlawful stock purchases, redemptions or other distributions or (iv) for any transaction from which the director derived an improper personal benefit. The Registrant's certificate of incorporation provides for such limitation of liability.

The Registrant maintains standard policies of insurance under which coverage is provided (a) to its directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (b) to the Registrant with respect to payments which may be made by the Registrant to such officers and directors pursuant to the above indemnification provision or otherwise as a matter of law.

The proposed form of underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification of directors and officers of the Registrant by the underwriters against certain liabilities.

Item 15. Recent Sales of Unregistered Securities

On January 23, 2020, the Registrant issued 1,000 shares of its Class A common stock to H&W Franchise Holdings LLC for $1.00. The issuance of such shares of Class A common stock was not registered under the Securities Act of 1933, as amended, or the Securities Act, because the shares were offered and sold in a transaction exempt from registration under Section 4(a)(2) of the Securities Act.

The following sets forth information regarding securities sold or issued by the predecessors to the Registrant in the three years preceding the date of this registration statement. No underwriters were involved in these sales. There was no general solicitation of investors or advertising, and we did not pay or give, directly or indirectly, any commission or other remuneration, in connection with the offering of these shares. In each of the transactions described below, the recipients of the securities represented their intention to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were affixed to the securities issued in these transactions.

LLC Unit Issuances

(1) On March 22, 2018, H&W Franchise Holdings LLC issued 3,798.9 Class A-1 units to one entity as consideration for its interests in certain assets utilized by certain fitness studios using the "AKT in Motion" and "AKT On Demand" trade names.

(2) On July 31, 2018, H&W Franchise Holdings LLC issued 5,716.9 Class A-1 units to one entity as consideration for its interests in certain assets relating to the operation of fitness studios operating under the "Yoga Six" trade name.

(3) On October 25, 2018, H&W Franchise Holdings LLC issued 159,306.1 Class A-3 units to one entity as consideration for its interests in Barre Holdco, LLC.

(4) On February 12, 2020, H&W Franchise Holdings LLC issued 5,000,000 of its Class A-4 Units to one entity at a purchase price of $10 per unit for an aggregate purchase price of $50 million.

(5) On August 31, 2020, H&W Franchise Holdings LLC issued 31,896.58 of its Class A-5 Units to three entities at a purchase price of $470.27 per unit for an aggregate purchase price of $15 million.

The offers, sales and issuances of the securities described in (1) through (8) above were deemed to be exempt from registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act or Rule 506 thereunder as transactions by an issuer not involving any public offering. The recipients in each of these transactions acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof.

Profits Interest Plan Grants

(6) On February 27, 2018, H&W Franchise Holdings LLC granted an aggregate of 1,215.0 Class B units to one employee pursuant to its Profits Interest Plan.

(7) On October 24, 2018, H&W Franchise Holdings LLC granted an aggregate of 85,173.3 Class B units to nine employees pursuant to its Profits Interest Plan.

(8) On October 25, 2018, H&W Franchise Holdings LLC granted an aggregate of 25,515.0 Class B units to two employees pursuant to its Profits Interest Plan.

(9) On May 30, 2019, H&W Franchise Holdings LLC granted 1,215.0 Class B units to one board member pursuant to its Profits Interest Plan.

(10) On October 1, 2019, H&W Franchise Holdings LLC granted 25,500 Class B units to three employees pursuant to its Profits Interest Plan.

(11) On May 14, 2019, H&W Franchise Holdings LLC granted 1215.1 Class B units to one employee pursuant to its Profits Interest Plan.

The offers, sales and issuances of the securities described in (6) through (11) above were deemed to be exempt from registration either under Rule 701 promulgated under the Securities Act as transactions under compensatory benefit plans and contracts relating to compensation, or under Section 4(a)(2) transactions between an issuer and members of its senior executive management that did not involve any public offering within the meaning of Section 4(a)(2) of the Securities Act. The recipients of such securities were our employees, directors, or consultants and received the securities under the Registrant's Profits Interest Plan. Appropriate legends were affixed to the securities issued in these transactions.

Item 16. Exhibits and Financial Statement Schedules

(a) The following exhibits are filed as part of this registration statement:

Exhibit Number	Description
1*	Form of Underwriting Agreement
2^	Contribution Agreement dated as of March 24, 2021 among Rumble Parent LLC, Rumble Fitness, LLC and H&W Franchise Holdings, LLC
3.1	Certificate of Incorporation of Xponential Fitness, Inc., as currently in effect
3.2	Form of Amended and Restated Certificate of Incorporation of Xponential Fitness, Inc., to be in effect upon the pricing of this offering
3.3	Bylaws of Xponential Fitness, Inc., as currently in effect
3.4	Form of Amended and Restated Bylaws of Xponential Fitness, Inc., to be in effect upon the pricing of this offering
3.5*	Form of Certificate of Designations of 6.50% Series A and A-1 Convertible Preferred Stock
4.1	Form of Class A Common Stock Certificate
5.1*	Opinion of Davis Polk & Wardwell LLP
10.1	Lease for facilities at 17877 Von Karman, Irvine, California dated as of November 16, 2017 and amended on December 13, 2018
10.2	Second Amended Monroe Credit Agreement dated as of October 25, 2018 among Xponential Fitness LLC and St. Gregory Holdco, as Borrowers, the other loan parties thereto and the lenders party thereto

Exhibit Number	Description
10.3	Second Amendment and Waiver to Second Amended and Restated Credit Agreement dated as of December 20, 2019
10.4	Third Amendment to Second Amended and Restated Credit Agreement dated as of February 12, 2020
10.5	Financing Agreement dated as of February 28, 2020 among Xponential Intermediate Holdings, LLC, Xponential Fitness LLC, the listed Guarantors, the lenders party thereto and Cerberus Business Finance Agency, LLC
10.6	First Amendment to Financing Agreement dated as of August 4, 2020 among Xponential Intermediate Holdings, LLC, Xponential Fitness LLC, the listed Guarantors, the lenders party thereto and Cerberus Business Finance Agency, LLC
10.7	Second Amendment to Financing Agreement dated as of March 24, 2021 among Xponential Intermediate Holdings, LLC, Xponential Fitness LLC, the listed Guarantors, the lenders party thereto and Cerberus Business Finance Agency, LLC
10.8	Financing Agreement dated as of April 19, 2021 by and among Xponential Intermediate Holdings, LLC., as Parent, Xponential Fitness LLC and each other subsidiary of Parent listed, as Borrowers, Parent and each other subsidiary of Parent listed as a Guarantor, as Guarantors, the lenders party hereto, as Lenders, and Wilmington Trust, National Association, as Collateral Agent and Administrative agent
10.9+	Management Services Agreement dated as of September 29, 2017 between H&W Franchise Holdings and TPG Growth III Management, LLC
10.10+	Assignment, Assumption, Waiver and Release Agreement dated as of June 28, 2018 among TPG Growth III Management, LLC, H&W Franchise Holdings LLC and H&W Investco, L.P.
10.11+	Consulting Agreement dated as of June 30, 2018 between H&W Investco Management, LLC and Anthony Geisler
10.12*	Form of Second Amended and Restated Limited Liability Company Operating Agreement of Xponential Intermediate Holdings LLC
10.13*	Form of Tax Receivable Agreement with the Continuing Pre-IPO LLC Members and the Rumble Shareholder
10.14*	Form of Reorganization Agreement
10.15	Form of Registration Rights Agreement
10.16	Form of Xponential Fitness, Inc. Omnibus Incentive Plan
10.17	Form of Xponential Fitness, Inc. Employee Stock Purchase Plan
10.18*+	Employment Agreement with Anthony Geisler dated as of June 17, 2021
10.19+	Employment Agreement with John Meloun dated as of June 17, 2021
10.20+	Employment Agreement with Megan Moen dated as of June 17, 2021
10.21+	Employment Agreement with Ryan Junk dated as of June 17, 2021
10.22+	Employment Agreement with Sarah Luna dated as of June 21, 2021
10.23+	First Amended and Restated Profits Interest Plan of H&W Franchise Holdings, LLC dated as of June 27, 2018

Exhibit Number	Description
10.24+	Club Pilates Franchise, LLC First Amended and Restated Phantom Equity Plan
10.25+	CycleBar Holdco, LLC First Amended and Restated Phantom Equity Plan
10.26	Form of Director and Executive Officer Indemnification Agreement
10.27*	Securities Purchase Agreement, by and among the Purchasers Listed on Exhibit A and H&W Franchise Holdings LLC, dated as of June 25, 2021
21.1	Subsidiaries of the Registrant
23.1	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm, for Xponential Fitness, Inc.
23.2	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm, for Xponential Fitness LLC
23.3*	Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)
23.4	Consent of Frost & Sullivan
23.5	Consent of Buxton Company
24.1	Power of Attorney (included on signature page)

* To be filed by amendment.
\+ Indicates management contract or compensatory plan.
^ Portions of the exhibit have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information would likely cause competitive harm to the Registrant if publicly disclosed.

(b) The following financial statement schedule is filed as part of this registration statement:

Item 17. Undertakings

The undersigned registrant hereby undertakes:

(a) The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions referenced in Item 14 of this registration statement, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(c) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) For the purpose of determining liability under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irvine, State of CA, on the 25 day of June, 2021.

Xponential Fitness, Inc.

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Anthony Geisler, John Meloun and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Anthony Geisler Anthony Geisler	Chief Executive Officer (principal executive officer)	June 25, 2021
/s/ John Meloun John Meloun	Chief Financial Officer (principal financial officer and principal accounting officer)	June 25, 2021
/s/ Mark Grabowski Mark Grabowski	Director	June 25, 2021
/s/ Brenda Morris Brenda Morris	Director	June 25, 2021

Exhibit 2

[***] = Certain information contained in this document, marked by brackets, has been omitted because it is both not material and would be competitively harmful if publicly disclosed.

CONTRIBUTION AGREEMENT

by and among

Rumble Holdings LLC

Rumble Parent LLC

Rumble Fitness LLC

and

H&W Franchise Holdings, LLC

Dated as of March 24, 2021

STRICTLY PRIVATE AND CONFIDENTIAL DRAFT FOR DISCUSSION PURPOSES ONLY. CIRCULATION OF THIS DRAFT SHALL NOT GIVE RISE TO ANY DUTY TO NEGOTIATE OR CREATE OR IMPLY ANY OTHER LEGAL OBLIGATION. NO LEGAL OBLIGATION OF ANY KIND WILL ARISE UNLESS AND UNTIL A DEFINITIVE WRITTEN AGREEMENT IS EXECUTED AND DELIVERED BY ALL PARTIES.

TABLE OF CONTENTS

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is entered into as of March 24, 2021, among Rumble Holdings LLC, a Delaware limited liability company (the "Seller"), Rumble Parent LLC, a Delaware limited liability company ("Parent"), Rumble Fitness, LLC, a New York limited liability company ("Rumble Fitness", and together with the Seller and Parent, the "Selling Parties"), and H&W Franchise Holdings, LLC, a Delaware limited liability company (the "Company").

WHEREAS, immediately prior to the date hereof, all of the issued and outstanding membership interests in the Seller were owned beneficially and of record by its equityholders (collectively, the "Equityholders") and all of the issued and outstanding membership interests in Rumble Fitness LLC, a New York limited liability company ("Oldco Rumble Fitness") were owned beneficially and of record by the Seller;

WHEREAS, immediately prior to the date hereof (a) the Seller formed Parent and all of the issued and outstanding membership interests in Parent were owned beneficially and of record by Seller and (b) Parent formed Rumble Merger Sub LLC, a Delaware limited liability company ("Merger Sub") and all of the issued and outstanding membership interests in Merger Sub were owned beneficially and of record by Parent;

WHEREAS, prior to the Closing the Seller merged with and into Merger Sub and pursuant to such merger the Seller was the surviving entity and by operation of law Seller became a direct subsidiary of Parent (the "Seller Merger");

WHEREAS, immediately prior to the date hereof (a) the Seller formed Rumble Fitness (formerly known as "New Rumble Fitness LLC") and all of the issued and outstanding membership interests in Rumble Fitness were owned beneficially and of record by the Seller and (b) Oldco Rumble Fitness merged with and into Rumble Fitness and pursuant to such merger Rumble Fitness was the surviving entity (the "Newco Merger");

WHEREAS, immediately prior to the Closing (a) Rumble Fitness distributed to Seller all of the Acquired Assets (as defined below) and (b) Seller distributed to Parent all of the membership interests in Rumble Fitness, the effect of which Rumble Fitness is a direct subsidiary of Parent (collectively, and together with the Seller Merger and the Newco Merger, the "Reorganization");

WHEREAS, the Seller owns the assets utilized in the operation of at home and web based classes and boutique studios which primarily provides boxing-based group fitness classes under the "Rumble" trade name and selling additional products and services ancillary thereto (the "Business");

WHEREAS, the Seller desires to contribute to the Company and the Company desires to assume certain assets owned by the Seller, which will be used by the Company in connection with the Franchise Business (as defined in Exhibit A); and

WHEREAS, Exhibit A of this Agreement contains definitions for certain defined terms used in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE 1 CONTRIBUTION, ISSUANCE AND DISTRIBUTION

1.1 Contribution, Issuance and Distribution

(a) On and subject to the terms of this Agreement, at the Closing, the Seller shall contribute, convey, assign, transfer and deliver to the Company, free and clear of all Liens (other than Permitted Encumbrances), and the Company shall assume, acquire and accept from the Seller, all right, title and interest of the Seller in, to and under the Acquired Assets, in exchange for (a) issuance by the Company of 39,540.5 Class A Units (the "Initial Units"), (b) the issuance by the Company of 61,573.5 Class A Units that are subject to vesting and forfeiture as provided in Section 1.1(b) below (the "Additional Units" and together with the Initial Units, the "Issued Units"), and (c) the assumption and discharge by the Company of the Assumed Liabilities, as such Assumed Liabilities mature according to their terms.

(b) Following the Closing, the Additional Units will vest as follows:

(i) Prior to the consummation of a Company Sale but after the consummation of a Public Offering, the Additional Units will vest, as follows:

(1) [***] Class A Units will vest, if the Class A Value Per Unit equals at least [***] per Class A Unit;

(2) [***] Class A Units will vest, if the Class A Value Per Unit equals at least [***] per Class A Unit; and

(3) [***] Class A Units will vest, if the Class A Value Per Unit equals at least [***] per Class A Unit.

(ii) If the Company consummates a Company Sale (excluding, for the avoidance of doubt, a Minority Sale) all of Seller's unvested Additional Units shall accelerate and vest immediately prior to the closing of such Company Sale to the extent Seller sells Class A Units in such Company Sale; provided, Seller will be required to sell an equal percentage of Initial Units and each tranche of Additional Units granted pursuant to Sections 1.1(b)(i)(1), (2), and (3) above.

(iii) In the event any Member of the Company sells more than [***] of theClass A-1 Units, Class A-2 Units and Class B Units (on a combined basis) in a single or series of related transactions to a party other than the Company or an existing Member (a "Minority Sale"), then Seller, at its sole discretion, may sell a number of Issued Units equal to the product of (x) the number Issued Units multiplied by (y) a fraction, (i) the numerator of which is the number of Class A-1 Units, Class A-2 Units and Class B Units to be sold in such transaction or

series of related transactions and (ii) the denominator of which is the total number of then issued and outstanding Class A-1 Units, Class A-2 Units and Class B Units without taking into account any Additional Units that would be subject to vesting in such transaction (the "Eligible Co-Sale Units"). Notwithstanding anything to the contrary contained herein, in the event of a Minority Sale, there will not be accelerated vesting of unvested Class A Units except to the extent that the number of vested Issued Units is less than number of Eligible Co-Sale Units, an additional number of Issued Units shall vest such that all Eligible Co-Sale Units are Vested Units ("Additional Vested Units"). For avoidance of doubt, in the event of a Minority Sale, the Seller will have full co-sale rights with respect to such transaction pursuant to Section 10.2 of the H&W LLC Agreement with respect to the EligibleCo-Sale Units. In the event there are Additional Vested Units, it will reduce on a one-to-one basis the number of Additional Units eligible for vesting pursuant to Section 1.1(b(1), (2) and (3) in equal proportions.

(iv) In the event that the Company fails to fund an advance under the Secured Promissory Note for any reason if the Disbursement Conditions (as defined in the Secured Promissory Note) have been met after ten (10) days of written notice and opportunity to cure.

(c) The number of Class A Units, related Class A Value Per Unit and other applicable price per Class A Unit thresholds set forth in this Section 1.1 will be subject to proportional adjustment for unit splits, unit dividends, recapitalizations and similar events, as determined in good faith by the Company.

(d) All Additional Units shall automatically vest immediately prior to the closing of a Company Sale or within five (5) Business Days of any such triggering event set forth in Section 1.1(b) without any further action on part of the Seller. The Seller agrees that any Class A Units issued pursuant to this Section 1.1 shall be subject to the terms and conditions of the H&W LLC Agreement or governing documents then in effect, including, without limitation, Section 12.1(c) of the H&W LLC Agreement.

(e) Studio Closures.

(i) At any time prior to the later of (x) the date twelve (12) months from the closing of a Public Offering or (y) the date twelve (12) months from the Closing Date, if any one of the "Rumble" fitness studios set forth on Schedule 1.1(e) hereto (as such schedule may be amended pursuant to Section 1.1(e)(ii) below) closes (a "Studio Closure" and such studio, a "Closed Studio") and no New Studio (as defined below) is designated, Seller shall forfeit an equal percentage of Initial Units and each tranche of Additional Units (pursuant to Sections 1.1(b)(i)(1), (2), and (3) above) in an amount equal to the "Applicable Forfeiture Percentage" for such "Rumble" fitness studio as set forth on Schedule 1.1(e). In such event, all Class A Units subject to forfeiture shall be automatically terminated by the Company. For the avoidance of doubt, any closure of a fitness studio due to the imposition of an Order by a Governmental Entity that prohibits in-studio operations or limits in-studio capacity due to the Covid-19 Pandemic shall not be a "Studio Closure".

(ii) Upon a Studio Closure, the Seller or its applicable Affiliate may designate another fitness studio by providing the Company with a written notice of such Studio Closure, which such notice identifies an additional "Rumble" fitness studio (a "New Studio") that will

replace such Closed Studio on Schedule 1.1(e) and the associated Applicable Forfeiture Percentage of the Closed Studio. So long as such New Studio identified is fully operational with at least 30 days of revenue at the time of such Studio Closure and is subject to a franchise agreement with the Company or its Affiliates, then the closure of the Closed Studio shall not result in a forfeiture of any Initial Units or Additional Units pursuant to Section 1.1(e)(i), provided, such New Studio must pay royalties under the applicable franchise agreement for a period of six (6) full calendar months from the date of such Studio Closure in an amount equal to or greater than the amount of royalties paid by the studio subject to such Studio Closure (measured based on the revenue of such studio set forth on Schedule 1.1(e)).

(iii) Notwithstanding anything in this Section 1.1(e) to the contrary, there shall be no forfeiture of any Initial Units or Additional Units if, prior to the Studio Closure (x) the Company makes an Early Termination Election (as defined in the Secured Promissory Note), (y) the Company fails to fund an advance under the Secured Promissory Note for any reason if the Disbursement Conditions (as defined in the Secured Promissory Note) have been met after ten (10) days of written notice and opportunity to cure or (z) the Company breached Section 13.1 of the Selling Party's franchise agreement relating to such Closed Studio.

1.2 The Acquired Assets

For purposes of this Agreement, the "Acquired Assets" means the following assets, properties and rights of the Seller, other than the Excluded Assets, which will be used in connection with the Franchise Business as contemplated to be conducted by the Company:

(a) all of the Seller's rights under the Contracts set forth on Schedule 1.2(a) (the "Assigned Contracts";

(b) except as set forth on Schedule 1.3(l) all Intellectual Property Rights that are either (i) owned or used by the Seller in the Business or in connection with the Acquired Assets, or (ii) licensed to the Seller from a Third Party (collectively, the "Seller Intellectual Property");

(c) all of Seller's rights, title and interest to manage, license and operate a Franchise System;

(d) all originals or copies of files, books and records, invoices, ledgers, sales, and acknowledgments of the Seller relating to the Acquired Assets;

(e) all prepayments prepaid expenses and credits in connection with the Acquired Assets;

(f) all choses in action, causes of action, claims, and demands of the Seller (whether known or unknown, matured or unmatured, accrued or contingent), as related to the Acquired Assets;

(g) except as set forth on Schedule 1.3(l), all marketing and advertising materials and the use of any toll free telephone numbers, and any websites or other Internet content owned or used by the Seller in the operation of the Business;

(h) the right to receive and retain mail, accounts receivable payments related to post-Closing periods and other communications relating to the Acquired Assets;

(i) all goodwill of the Seller as a going concern to the extent related to the Acquired Assets;

(j) to the extent transferable, all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights in favor of the Seller in connection with the Acquired Assets (other than hereunder);

(k) except as set forth on Schedule 1.3(l), all vendor Information and all other Information used by the Seller in the operation of the Business; and

(l) the assets, properties, and rights listed and described on Schedule 1.2(l), if any.

1.3 Excluded Assets

Notwithstanding anything to the contrary set forth in this Agreement, other than the Acquired Assets, the Company is not acquiring, or taking any other assets, properties or rights of the Seller or the Business (the "Excluded Assets"), which for the avoidance of doubt the Excluded Assets shall include the following:

(a) any Tangible Property of Seller (except to the extent an Acquired Asset);

(b) the organizational documents, seals, minute books and other documents relating exclusively to the organization, maintenance and existence of the Seller as a legal entity, including taxpayer and other identification numbers; Tax Returns, Tax information and Tax records; auditors' work papers; all books and records prepared or received in connection with the sale of the Acquired Assets, including legal advice received in connection therewith, offers received from prospective purchasers and any information relating to such offers; and books and records related exclusively to the Excluded Assets or the Excluded Liabilities;

(c) All cash, certificates of deposit, bank deposits and accounts, negotiable instruments, marketable securities, investments and other cash equivalents of any type, together with all accrued but unpaid interest thereon;

(d) any rights that accrue or will accrue to the Selling Parties under this Agreement;

(e) all Contracts that are not Assigned Contracts;

(f) all insurance policies of the Seller and all rights to applicable claims and proceeds thereunder;

(g) the Seller's Benefit Plans and all assets thereof;

(h) all rights to receive and retain mail, accounts receivable payments related topre-Closing periods and other communications relating to the Business;

(i) any and all refunds of or credits relating to any Taxes of the Seller;

(j) all rights to choses in action, causes of action, claims, and demands of the Seller (whether known or unknown, matured or unmatured, accrued or contingent), as related to any Excluded Liability;

(k) all rights under all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights in favor of the Seller to the extent relating to any Excluded Liability;

(l) the Intellectual Property Rights listed and described on Schedule 1.3(l); and

(m) the assets, properties, and rights listed and described on Schedule 1.3(m).

1.4 Assumption of Liabilities

At the Closing, the Company shall assume and agree to pay, discharge or perform, as appropriate, only the following Liabilities (the "Assumed Liabilities"):

(a) all of the executory obligations and Liabilities of the Seller arising from and after the Closing Date under the Assigned Contracts, but in each case excluding any Liabilities relating to any breach, Default or violation of the Contract by a Selling Party that occurred prior to the Closing Date; and

(b) all Liabilities related to the Acquired Assets solely to the extent arising on or after the Closing Date; and

1.5 Excluded Liabilities

Notwithstanding anything in this Agreement to the contrary, the Company shall not assume or be obligated to pay, perform or otherwise discharge any Excluded Liabilities. The term "Excluded Liabilities" shall mean all Liabilities, other than the Assumed Liabilities, including the following Liabilities:

(a) all Liabilities for or with respect to Excluded Taxes;

(b) all Liabilities for or with respect to non-compliance with Laws relating to the Business;

(c) all Liabilities to the extent arising from or relating to any Excluded Asset;

(d) all Change of Control Obligations or Transaction Expenses of the Selling Parties and their Affiliates;

(e) all Liabilities arising out of or in connection with any Indebtedness of the Selling Parties or any of their Affiliates;

(f) all Liabilities of any Selling Party or any of their Affiliates not arising from or relating to the Franchise Business;

(g) the matters set forth on Schedule 1.5(g); and

(h) any claim relating to all of the foregoing and all associated fees, costs and expenses.

ARTICLE 2 CLOSING

2.1 Time and Place of Closing

Consummation of the transactions contemplated by this Agreement (the "Closing") will take place simultaneously with the execution and electronic exchange of this Agreement by the parties hereto effective (for accounting and all other purposes) as of 12:01 a.m. on the date hereof (the "Closing Date").

2.2 Deliveries by Selling Parties

At the Closing, the Selling Parties will deliver or cause to be delivered to the Company the following:

(a) a duly executed counterpart of this Agreement;

(b) a duly executed counterpart of the Bill of Sale and Assignment and Assumption Agreement (the "Bill of Sale") in the form attached hereto as Exhibit B;

(c) a duly executed counterpart of a Trademark Assignment (the "Trademark Assignment") in the form attached hereto as Exhibit C;

(d) a duly executed counterpart of a Secured Promissory Note (the "Secured Promissory Note") in the form attached hereto as Exhibit E;

(e) a duly executed counterpart to an assignment and assumption of Franchise Agreement (the "Rumble Franchise Assignment") in the form attached hereto as Exhibit F, with respect to the locations set forth on Schedule 2.2(f);

(f) a duly executed counterpart to an Amendment and Joinder to the H&W LLC Agreement in the form attached hereto as Exhibit G (the "LLCA Amendment");

(g) a duly executed subscription agreement for the issuance of Class A Units in the form attached hereto as Exhibit H (the "Subscription Agreement");

(h) duly completed and executed IRS Form W-9 from Seller confirming that Seller (or in the case that Seller is disregarded from its owner, the owner(s) of interests in the Company for United States federal and state income tax purposes) is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code"), and is not subject to backup withholding;

(i) evidence of releases of all Liens (other than Permitted Encumbrances) relating to the Acquired Assets including those set forth in Schedule 2.2(j);

(j) Restrictive Covenant Agreements in the form attached hereto as Exhibit I, duly executed by the Founders (collectively, the "Restrictive Covenant Agreements");

(k) a certificate executed by an officer of the Seller containing a true and correct copy of the minutes taken at a meeting of the board of managers of the Seller, at which the board of managers of the Seller approved and authorized this Agreement and each of the other Transaction Documents to which Seller is a party and each of the transactions contemplated hereby and thereby;

(l) a schedule listing the income tax basis of each depreciable Acquired Asset as of the Closing Date, along with applicable information regarding depreciation or other cost recovery methods of such assets; and

(m) all other documents, instruments and writings required to be delivered by the Seller at or prior to the Closing Date pursuant to this Agreement and the other Transaction Documents, and all other documents, instruments, declarations, affidavits and writings reasonably requested by the Company that are reasonably necessary to assign, convey, transfer and deliver to the Company, good and valid title to the Acquired Assets.

2.3 Deliveries by the Company

At the Closing, the Company will deliver or cause to be delivered the following to the Seller:

(a) a duly executed counterpart of this Agreement;

(b) a duly executed counterpart of the Bill of Sale;

(c) a duly executed counterpart of the Trademark Assignment;

(d) a duly executed counterpart of the Secured Promissory Note;

(e) a duly executed counterpart of the Rumble Franchise Assignment;

(f) a duly executed counterpart to the LLCA Amendment;

(g) a duly executed counterpart to the Subscription Agreement;

(h) duly executed counterparts to the Restrictive Covenant Agreement;

(i) a duly executed counterpart to the Transition Services Agreement;

(j) a certificate executed by an officer of the Company containing a true and correct copy of resolutions adopted by the Company's governing body approving and authorizing this Agreement and each of the other Transaction Documents to which the Company is a party and each of the transactions contemplated hereby thereby; and

(k) all other documents, instruments and writings required to be delivered by the Company at or prior to the Closing Date pursuant to this Agreement and the other Transaction

Documents, and all other documents, instruments, declarations, affidavits and writings reasonably requested by the Seller that are reasonably necessary for the Company to assume the Assumed Liabilities, for the Seller to convey the Acquired Assets or for the issuance of the Class A Units.

2.4 Further Assurances

On and after the Closing, upon the reasonable request of the Seller (on behalf of the Selling Parties), on the one hand, or the Company, on the other hand, the other Party shall prepare, execute and deliver such other agreements, instruments, and other documents, and take and perform such other actions, as may be reasonably necessary or appropriate to effectuate the purposes and intent of this Agreement and to consummate the transactions contemplated hereby. In this regard, the Selling Parties and the Company shall, and shall cause their respective Affiliates to, execute and deliver all such further instruments, and shall take such further actions, as may be reasonably necessary or appropriate to transfer the Acquired Assets and to assure the assumption by the Company from the Seller of the Assumed Liabilities and to otherwise make effective the transactions contemplated hereby, including execution of any award agreements, joinder agreements, or similar documents in connection with any Class A Units granted hereunder.

2.5 Tax Treatment.

The Parties intend and expect that the transactions contemplated by this Agreement will be treated, for purposes of U.S. federal income taxation (and any state income tax laws that incorporate or follow U.S. federal income tax principles), as constituting a contribution by Seller of all the Acquired Assets held by Seller to the Company in exchange for Class A Units in a transaction described in Section 721 of the Code.

2.6 Non-Assignable Assets

(a) Nothing in this Agreement nor the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to assign any Acquired Asset, which by its terms or by Law is non-assignable without the consent of, or other action by, a Third Party or a Regulatory Authority or is cancelable by a Third Party (or would otherwise adversely affect the rights of the Company or Seller thereunder) in the event of an assignment of such an asset (the "Non-Assignable Assets"), unless and until such consent shall have been obtained or such other requisite action shall have been taken.

(b) To the extent permitted by applicable Law, in the event that written consents to the assignment of aNon-Assignable Asset cannot be obtained prior to the Closing, the Selling Parties shall, on behalf of the Company, (i) provide to the Company the benefits of the Non-Assignable Asset in question accruing after the Closing Date; (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits to the Company; and (iii) enforce, at the request and expense of the Company and for the account of the Company, any rights of the Selling Parties arising from any such Non-Assignable Asset; and the Selling Parties will promptly pay to the Company all monies received by the Selling Parties under suchNon- Assignable Asset. So long as the Company is provided the benefit of any such Non-Assignable

Asset pursuant to its terms, the Company will perform or discharge, on behalf of the Selling Parties, the Selling Parties' obligations and liabilities under each such Non-Assignable Asset in accordance with the provisions thereof except for any obligations and liabilities under each suchNon-Assignable Asset that constitute an Excluded Liability. This Section 2.6(b) will not be construed to require the Selling Parties or the Company to assume any additional Liability hereunder or to perform under or assume any obligations with respect to such Non-Assignable Assets in excess of those required by the terms of such Non-Assignable Assets. Once a necessary consent is obtained, the applicableNon-Assignable Asset will be deemed to have been automatically transferred to the Company on the terms set forth in this Agreement with respect to the Acquired Assets transferred and assumed at the Closing, and consistent with the foregoing, the obligations pursuant to the applicable Non-Assignable Asset will be deemed to be Assumed Liabilities, and the rights pursuant to the applicable Non-Assignable Asset will be deemed to be Acquired Assets.

(c) As of and from the Closing Date, the Selling Parties on behalf of themselves and their Affiliates authorize the Company, to the extent permitted by applicable Law and the terms of the Non-Assignable Assets, at the Company's expense, to perform all the obligations and receive all the benefits of each such Selling Party or such party's respective Affiliates under the Non-Assignable Assets.

ARTICLE 3 REPRESENTATIONS & WARRANTIES OF THE SELLING PARTIES

As a material inducement to Company to enter into this Agreement and consummate the transactions contemplated hereby, each Selling Party jointly and severally represents and warrants to the Company that:

3.1 Organization and Qualification

Each Selling Party is duly formed, validly existing and in good standing under the Laws of the state of its organization as indicated in the Recitals. Each Selling Party has furnished to the Company a complete and accurate copy of its current certificate of formation, operating agreements, bylaws or similar governing documents, as amended or restated. Seller has all necessary power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Seller has obtained and currently maintains all qualifications to do business and is in good standing in each jurisdiction in which the ownership or use of the Acquired Assets or the operation of the Business as currently conducted would require it to be so qualified and each such jurisdiction is set forth on Schedule 3.1, except where the failure to maintain such qualifications would not reasonably be expected to result in a Material Adverse Effect. Neither Seller nor Rumble Fitness owns any Subsidiaries. Parent holds beneficially and of record all of the equity interests of Seller and Rumble Fitness, free and clear of all Liens (other than restrictions on transfer arising from federal and state securities Laws).

3.2 Power and Authority; Validity; Enforceability

Each Selling Party has the power and authority to enter into and perform its obligations under the Transaction Documents to which it is a party. All instruments or documents executed

by the Selling Parties in connection with the Transaction Documents have been duly authorized, executed and delivered and, assuming the due and valid execution and delivery thereof by the other parties thereto, constitute valid and binding obligations of the Selling Parties, enforceable in accordance with their terms except as such enforceability may be subject to bankruptcy, moratorium, receivership, insolvency, reorganization, arrangement, voidable preference, fraudulent conveyance and other similar Laws relating to or affecting the rights of creditors and except as the same may be subject to the effect of general principles of equity (the "Bankruptcy and Equity Exceptions"). No other corporate (including shareholder, member or equivalent by the Equityholders) proceeding on the part of any Selling Party is necessary to authorize the execution, delivery or performance of the Transaction Documents or the consummation of the transactions contemplated thereby.

3.3 No Violation

Except as provided on Schedule 3.3, the execution of the Transaction Documents by the Selling Parties and the performance of all obligations contained therein does not and will not: (a) conflict with the Seller's governing documents, (b) violate any Laws, (c) result in the creation or imposition of any Lien, (d) result in a breach, Default, termination, acceleration or penalties under any Contract, Permit or other instrument to which any Selling Party is a party or any of their assets or properties is bound, or (e) require the Consent of, filing with or notice to any Third Party, including any Regulatory Authority other than compliance with federal or state securities or "blue sky" Laws.

3.4 Financial Statements

Attached as Schedule 3.4 are correct and complete copies of the consolidated (y) audited balance sheet and related statement of income and cash flows of the Selling Parties for the year ending December 31, 2018 and (z) unaudited balance sheets and related statements of income of the Selling Parties for the year ending December 31, 2019 (collectively, the "Historical Financial Statements"), and the consolidated unaudited balance sheets and related statements of income of the Selling Parties (the "Interim Financial Statements" and together with the Historical Financial Statements, the "Financial Statements") for the year ending December 31, 2020 (the "Interim Financial Statement Date"). Except as set forth in Schedule 3.4, the Financial Statements have been prepared from the books and records of the Selling Parties in accordance with GAAP and present fairly in all material respects the financial position and results of operation and statements of cash flows of the Business as at the dates and for the periods indicated. The Selling Parties have no Liabilities which are not fully and adequately accrued or reserved against in the Interim Financial Statements, other than (a) Liabilities incurred in the Ordinary Course of Business since the Interim Financial Statement Date, none of which either individually or in the aggregate are material in amount, (b) ordinary course executory obligations or Liabilities under any Contracts to which the Seller or Rumble Fitness is a party (other than Liabilities for breach of contract, breach of warranty, tort, infringement or litigation), or (c) Excluded Liabilities. The books, records, and accounts of the Seller and Rumble Fitness accurately and fairly reflect the transactions and the assets and Liabilities of the Business in all material respects. All of the Indebtedness of the Seller as of the date hereof is set forth on Schedule 3.4. The accounts receivable reflected on the Interim Financial Statements and the accounts receivable arising after the date thereof (x) have arisen from bona fide transactions entered into by Seller or Rumble

Fitness involving the sale of goods or the rendering of services (or, in the case of non-trade accounts or notes, represent amounts receivable in respect of other bona-fide business transactions) in the Ordinary Course of Business consistent with past practice and are payable on ordinary trade terms and (y) constitute only valid, undisputed claims of Seller or Rumble Fitness not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the Ordinary Course of Business consistent with past practice. The reserve for bad debts shown on the Interim Balance Sheet or, with respect to accounts receivable arising after the date of the Interim Balance Sheet, on the accounting records of the Business have been determined in accordance with GAAP. No Person has any Lien (other than Permitted Encumbrances) on such accounts receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment has been made with respect to any such accounts receivable.

3.5 Title to and Condition of the Acquired Assets

(a) The Seller has good, valid and marketable title to the Acquired Assets, free and clear of any Liens (other than Permitted Encumbrances).

(b) Except as set forth on Schedule 3.5, the Acquired Assets include all Intellectual Property Rights necessary for or used or usable in the conduct of the Business. Other than the assets set forth on Schedule 1.3(l), none of the Excluded Assets that constitute Intellectual Property Rights are material to the Business.

(c) No Selling Party has granted any power of attorney affecting the Acquired Assets.

3.6 Contracts

(a) Schedule 3.6(a) contains a true and correct list of all of the following Contracts, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto (the "Business Contracts"):

(i) any licensing agreement or other agreement related to the use, possession, marketing, sale, practice or other exploitation of any Seller Intellectual Property and any licensing agreement or other agreements relating to any Intellectual Property Rights used in the Business, excluding (i) non-exclusive licenses for unmodified, off-the-shelf Software licensed for aggregate fees of less than $200,000; (ii) licenses for open source Software; and (iii) licenses for Software or other Intellectual Property Rights embedded in any equipment, fixtures, components, or finished products (collectively, the "Intellectual Property Agreements");

(ii) any employment Contract or sales commission agreement requiring annual payments in excess of $100,000 and any collective bargaining agreement;

(iii) any Contract with any independent contractor, consultant or Leased Worker requiring annual payments in excess of $100,000;

(iv) any Contract granting any Person a Lien on all or any part of any of the Acquired Assets;

(v) any Contract granting to any Person an option or a first refusal, first-offer or similar preferential right to use, purchase or acquire any of the Acquired Assets;

(vi) Contracts with any material suppliers; and

(vii) any Contract not otherwise included in the foregoing that is material to the Business.

(b) Each of the Business Contracts is in full force and effect, and, to the Knowledge of the Selling Parties, there exists no Default under any of the Business Contracts. Except as set forth on Schedule 3.6(b), each Business Contract that is an Assigned Contract is fully assignable without the Consent of any Third Party. No rights of the Seller under any Business Contract that is an Assigned Contract have been assigned or otherwise transferred, including as security for any obligation of any Person.

(c) Except as indicated on Schedule 3.6(c), there exists no actual or, to the Knowledge of the Selling Parties any threatened, termination or limitation of, or any modification to any Business Contract. As of the date of this Agreement, none of the Selling Parties have any Knowledge of any breach or anticipated breach of any of the Business Contracts.

3.7 Seller Intellectual Property

(a) Schedule 3.7(a) contains a complete and accurate list of (i) all of the registered and applied-for Intellectual Property Rights and material unregistered trademarks and Software that are owned, in whole or in part, or claimed to be owned, by the Seller and used in the Business anywhere in the world (the "Owned Seller Intellectual Property"), and (ii) all other material Intellectual Property Rights used in the Business, except in each case, for Intellectual Property Agreements (together with the Owned Seller Intellectual Property, collectively, the "Material Seller Intellectual Property"). The Seller Intellectual Property constitutes all of the Intellectual Property Rights necessary for the conduct of the Business as presently conducted and as proposed to be conducted. The Seller owns all rights, title and interests in or otherwise has a written license or other license to use all the Seller Intellectual Property free and clear of all Liens other than the Permitted Encumbrances.

(b) Except as set forth on Schedule 3.6(a) or as excluded under Section 3.6(a), there are no instruments, licenses, contracts, or other agreements governing or relating to any Owned Seller Intellectual Property.

(c) The Selling Parties have taken commercially reasonable steps to maintain, enforce and preserve the confidentiality of all Trade Secrets included in the Seller Intellectual Property. No current or former employee, contractor or consultant of any Selling Party has any right, title or interest, directly or indirectly, in whole or in part, in any material Seller Intellectual Property. Each Selling Party has obtained from all Persons who have created any material Seller

Intellectual Property valid and enforceable written assignments of any such Seller Intellectual Property to Selling Party or such Seller Intellectual Property is owned by Seller by operation of law. To the Knowledge of the Selling Parties, no Person is in violation of any such written confidentiality or assignment agreements.

(d) (i) All of the Material Seller Intellectual Property is valid and enforceable; (ii) during the three (3) years immediately prior to the date hereof, no written claim by any Third Party contesting the validity, enforceability, use or ownership of any of the Material Seller Intellectual Property has been made, is currently outstanding or is threatened in writing; (iii) to the Knowledge of the Selling Parties, during the three (3) years immediately prior to the date hereof, neither any Selling Party nor the Business has infringed, misappropriated or otherwise violated, and neither any Selling Party nor the Business currently infringes, misappropriates or otherwise violates, the Intellectual Property Rights of any Third Party in the jurisdictions in which the Business operates and has operated; (iv) during the three (3) years immediately prior to the date hereof, no Selling Party has received written notices regarding any of the foregoing set forth in (iii) hereof (including any demands or offers to license any Intellectual Property Rights from any Third Party); (v) to the Knowledge of the Selling Parties, during the three (3) years immediately prior to the date hereof, no Third Party has infringed, misappropriated or otherwise violated any of the Material Seller Intellectual Property in the jurisdictions in which the Business operates and has operated. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss or impairment of or payment of any additional amounts with respect to, or require the consent of any other Person in respect of, the Company's right to own or use any Seller Intellectual Property in the conduct of the Business as currently conducted. Immediately following the Closing, all Seller Intellectual Property will be owned or available for use by the Company on substantially the same terms as such was owned or available for use by Seller immediately prior to the Closing.

(e) All registered Material Seller Intellectual Property complies in all material respects with applicable formal legal requirements necessary to maintain such Intellectual Property Rights before the applicable registrar as of the Closing Date, and all registrations thereof are subsisting and in full force and effect. No cancellation, termination, expiration or abandonment of any material Material Seller Intellectual Property (except with regard to natural expiration) is anticipated by the Selling Parties. All required filings and fees related to any registered Material Seller Intellectual Property as of the Closing Date have been timely submitted with and paid to the relevant Regulatory Authorities and authorized registrars.

(f) The computer software, computer firmware, computer hardware (whether general purpose or special purpose), electronic data processing, information, record keeping, communications, telecommunications, Third Party Software, networks, peripherals and computer systems, including any outsourced systems and processes, and other similar or related items of automated, computerized and/or software systems that are used or relied on by the Seller in the operation of its Business (collectively, "Seller Information Systems") are adequate for the operation of the Business and the Selling Parties have purchased a sufficient number of license seats for all software used by the Seller in such operations. With respect to the Seller Information Systems: (i) the Seller has a disaster recovery plan in place and has adequately tested such disaster recovery plan for effectiveness; (ii) the Seller has taken commercially reasonable steps

and implemented commercially reasonable procedures to ensure that such Seller Information Systems are free from contaminants, including the use of commercially available antivirus software with the intention of protecting the Seller's products from becoming infected by viruses and other harmful code; (iii) there have been no successful unauthorized intrusions or breaches of the security of the Seller Information Systems; (iv) during the three (3) years immediately prior to the date hereof, there has not been any malfunction that has not been remedied or replaced, or any unplanned downtime or service interruption. The operation of the Business by the Seller is and, for the past three (3) years, has been in compliance in all material respects with all applicable Privacy and Security Requirements. The Seller has valid and legal rights to access or use all Personal Data that is accessed and used by or on behalf of the Seller. The Seller has established and maintained Privacy Policies as required by applicable Privacy Laws, and Privacy Policies are posted on each of the Seller's websites and online services as required by applicable Laws.

(g) The Seller has not experienced any Security Breaches and the Seller has not received any written or, to the Knowledge of Seller, other claims, demands, or other notices including a notice of investigations from any Person (including any Regulatory Authority) regarding the Selling Parties' non-compliance with Privacy and Security Requirements.

(h) To the extent required by Privacy and Security Requirements, the Seller uses, and requires all Third Parties who have access to or receive Personal Data from the Seller to use, commercially reasonable safeguards designed to protect all Personal Data to protect against unauthorized access or use.

3.8 Litigation

Except as listed on Schedule 3.8, there is, and has in the last three (3) years been, no material Litigation pending or, to the Knowledge of the Selling Parties, threatened against the Selling Parties, the Business, any of the Acquired Assets, or the Business' insurance policies or any of the officers of the Selling Parties in regards to their actions as such, including with respect to any matter arising from or related to Covid-19 or Covid-19 Measures (whether regarding contractual, labor, employment, benefits or other matters). To the Knowledge of the Selling Parties, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Litigation. There are no outstanding Orders and no unsatisfied judgments, penalties, or awards against or affecting the Selling Parties, any of the Acquired Assets, or the Assumed Liabilities.

3.9 Absence of Changes

Except as set forth on Schedule 3.9, since the Interim Financial Statement Date, there has been no Material Adverse Effect, and the Selling Parties have operated in the Ordinary Course of Business in all material respects and have not:

(a) had a Material Adverse Effect;

(b) had any change in the assets, liabilities, financial condition, prospects or operations from that reflected in the Interim Financial Statements, other than changes in the Ordinary Course of Business none of which individually or in the aggregate has had or is

reasonably expected to have a Material Adverse Effect and none of which relate to breach of contract, breach of warranty, tort, infringement, misappropriation, violation of Law or any Litigation;

(c) entered into any Contract that would constitute a Business Contract or had any acceleration, termination, amendment, modification, waiver or change in any Business Contract or Permit;

(d) entered into any new line of business, opened, relocated, or closed of any branch, office, servicing, or other facility by, or abandonment or discontinuance of any existing lines of business;

(e) mortgaged, pledged or subjected to or allowed to exist any Lien on any Acquired Assets, except for Permitted Encumbrances or Liens that have been or will be released on or prior to the Closing;

(f) incurred, assumed or guaranteed any Indebtedness for borrowed money except unsecured current obligations, Indebtedness incurred under the Credit Agreement, dated as of October 2, 2019, by and among Rumble Fitness, Seller, the lenders identified therein and Raven Asset-Based Credit Fund I LP, as amended, and Liabilities incurred in the Ordinary Course of Business;

(g) cancelled any debts or claims or amendment, termination or waiver of any rights constituting Acquired Assets;

(h) transferred, assigned, sold or otherwise disposed of any of the Acquired Assets shown or reflected on the Interim Financial Statement, except for the sale of inventory in Ordinary Course of Business;

(i) transferred, assigned or granted any license or sublicense under or with respect to any Seller Intellectual Property used in the Business other than in the Ordinary Course of Business;

(j) abandoned, lapsed or failed to maintain in full force and effect any material Seller Intellectual Property;

(k) had any material damage, destruction or loss, or any material interruption in use, of any Acquired Assets, whether or not covered by insurance;

(l) made any loan to (or forgiveness of any loan to), or entry into any other transaction with, any current or former directors, officers or employees of the Business;

(m) adopted any plan of merger, consolidation, reorganization, liquidation or dissolution or filed any petition in bankruptcy under any provisions of federal or state bankruptcy Law or consented to the filing of any bankruptcy petition against it under any similar Law;

(n) changed any method of financial accounting or financial accounting practice for the Business, except as required by GAAP as disclosed in the notes to the Financial Statements;

(o) changed cash management practices and policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts receivable, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits; or

(p) made any agreement to do any of the foregoing, or any action or omission that would result in any of the foregoing.

3.10 Insurance

The Acquired Assets, the business operations of the Business and its employees are insured under various policies of general liability and other forms of insurance, of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance in all material respects with all applicable Laws and Contracts to which Seller is a party or by which it is bound. All premiums payable under all such policies have been paid, and the Selling Parties are otherwise in compliance in all material respects with the terms and conditions of all such policies. There are no claims related to the Business, the Acquired Assets or the Assumed Liabilities pending under any such insurance policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such insurance policies. All such insurance policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such insurance policy. True and complete copies of the insurance policies have been made available to Company.

3.11 Labor Matters

(a) The Selling Parties have not experienced any organized slowdown, work interruption, strike, work stoppage or union organizing campaigns by its employees. No Selling Party is a party to or has any obligation pursuant to any oral and legally binding or written agreement, collective bargaining or otherwise, with any party regarding the rates of pay or working conditions of any of the employees of any Selling Party, nor is any Selling Party obligated under any Contract, Order or Law to recognize or bargain with any labor organization or union on behalf of such employees.

(b) The Selling Parties have complied in all material respects with all applicable federal, state, local and foreign Laws concerning the employment relationships it maintains with its employees and with all agreements relating thereto, including provisions thereof relating to wages, hours, health and safety, discrimination, equal opportunity, harassment, immigration, collective bargaining and the payment of social security, wage, payroll and other Taxes. There is no pending or, to the Knowledge of the Selling Parties, Labor Claims against any Selling Party threatened. No Selling Party has implemented any employee layoffs or facility closures that could implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or

any similar or related Law. Except as would not, individually or in the aggregate, reasonably be expected to result in material Liability to the Selling Parties, each Person who has provided or is providing services to a Selling Party, and has been classified as a consultant, independent contractor, or temporary or leased employee, has been properly classified as such under all applicable Laws including relating to wage and hour and Tax.

(c) To the Knowledge of the Selling Parties, no employee or service provider is subject to any Contract (other than a contract between such employee or service provider and Seller that is a Business Contract) that purports to restrict such employee or service provider from engaging in any line of business that is competitive with any Person or providing services to (or soliciting the provisions of services to) any Person.

3.12 Employee Benefit Plans

Except as disclosed on Schedule 3.12, each Employee Benefit Plan of the Selling Parties ("Seller Benefit Plans") complies with and has been administered in all material respects with the Employee Retiree Income Security Act of 1974, as amended ("ERISA"), the Code, and all other statutes, rules and regulations, agreements and instruments by which it is governed. There are no pending investigations by any Regulatory Authority involving any Seller Benefit Plan and, to the Knowledge of the Selling Parties, no threatened or pending claims against any Seller Benefit Plan (except for claims for benefits payable in the normal operation of the Seller Benefit Plans). All contributions to, and payments from, each Seller Benefit Plan have been timely made. The Seller and its Affiliates have complied in all material respects with the continuation coverage requirements of Section 1001 of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), and ERISA Sections 601 through 608. No Seller Benefit Plan is a plan that is subject to Title IV of ERISA, and no Seller Benefit Plan provides health or other welfare benefits to former employees of the Business other than health continuation coverage pursuant to COBRA or similar state laws. Each Seller Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is the subject of a favorable opinion letter from the Internal Revenue Service on the form of such Seller Benefit Plan and there are no facts or circumstances that would be reasonably likely to adversely affect the qualified status of any such Seller Benefit Plan.

3.13 Taxes

(a) The Selling Parties, Oldco Rumble Fitness and Merger Sub (as applicable) have prepared and timely filed (or have had so prepared and timely filed on their behalf) with the appropriate domestic federal, state, local and foreign Regulatory Authorities all Tax Returns required to be filed and have timely paid all Taxes due and owing, whether or not showing on any Tax Return. All such Tax Returns have been complete and correct in all respects. There are no Liens for Taxes upon any of the Acquired Assets nor is any taxing authority in the process of imposing any Liens for Taxes on any of the Acquired Assets. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of any Selling Party, Oldco Rumble Fitness or Merger Sub.

(b) No Litigation is pending or, to the Knowledge of the Selling Parties, threatened by any jurisdiction alleging that a Selling Party has a duty to file Tax Returns and pay Taxes or is

otherwise subject to the taxing authority of any jurisdiction, nor does any Selling Party have any Knowledge or received any notice or questionnaire from any jurisdiction which suggests that a Selling Party may have a duty to file such Tax Returns and pay such Taxes.

(c) There is no Litigation concerning any Tax Liability of any Selling Party that relates to any of the Business, the Acquired Assets, or for which the Company may become liable. All deficiencies asserted, or assessments made, against any Selling Party as a result of any examinations by any Regulatory Authority have been fully paid.

(d) Seller has withheld and timely paid to any Tax authority all Taxes required to be withheld and paid in connection with any amount paid or owing to any employee, independent contractor, creditor, member, or other Third Party, including any sales, employment, unemployment, use or excise tax, including any tax required to be collected from customers and remitted to any Tax authority or any Governmental Entity and has complied with any backup withholding provisions of applicable Law. Seller has retained adequate and proper proof of any exemption from any sales or use tax, including any resale certificates, or similar documents.

(e) No Selling Party is a party to or has engaged in any transaction that is a "listed transaction" under Section 1.6011-4(b)(2) of the Treasury Regulations. Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2. Seller is not a member of an affiliated group (within the meaning of Section 1504 or the Code). Seller is not subject to any "tax sharing" or similar agreement. Seller is not, and has not been, a party to, or a promoter of, a "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

(f) Neither of Seller, Parent, New Rumble Fitness, Merger Sub, or Oldco Rumble Fitness has been a member of an affiliated group filing consolidated, combined, unitary, or similar tax returns (other than the consolidated group of which Seller is the common parent or has had any liability for the Taxes of any Person, including under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), as a transferee or successor, by contract, or otherwise.

3.14 Compliance with Laws; and Permits

(a) Except as set forth on Schedule 3.14(a), the Selling Parties have complied and are in compliance in all material respects with all applicable Laws and no written notices have been received by and, to the Knowledge of the Selling Parties, no material claims have been threatened or filed against any Selling Party alleging a violation of any such Laws.

(b) The Selling Parties hold all Permits material to the conduct of the Business or ownership of the Acquired Assets. The Selling Parties are in compliance in all material respects with all terms and conditions of any such Permits, and all fees and charges with respect to such Permits as of the date hereof have been paid in full. Schedule 3.14(b) lists all current Permits issued to Seller which are related to the conduct of the Business as currently conducted or the ownership and use of the Acquired Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, could reasonably be expected to result in the revocation, suspension, lapse,

limitation, or any material adverse change in the status or terms and conditions of any Permit set forth on Schedule 3.14(b). With respect to any such Permits or authorizations to be transferred to the Company, Seller has undertaken all measures necessary to facilitate transferability of the same, and to the Knowledge of the Seller there is no condition, event or circumstance that might prevent or impede the transferability of the same.

3.15 Related Person Transactions

Schedule 3.15 sets forth each Related Person Transaction in the last five (5) years, including any services and the use of any assets or properties provided to or by the Business, except for employment and benefit arrangements, including employment agreements, incentive compensation and equity arrangements. Except as set forth on Schedule 3.15 and the transactions contemplated by the Transaction Documents, from and after the Closing Date, the Franchise Business shall have no obligation to engage in any Selling Party Related Person Transaction and shall not be bound by any agreement or commitment with respect to any Selling Party Related Party Transaction, and no Selling Party Related Person will have any interest in any Acquired Assets.

3.16 Franchise Matters

Except as disclosed on Schedule 3.16, no Person has operated a "Rumble" franchise system or offered or sold "Rumble" franchises. Except as disclosed on Schedule 3.16, no Selling Party has offered or sold or otherwise granted any rights to any Person conferring upon that Person, and no Person has any rights to, area development, area representative, master franchise, subfranchise or other multi-unit or multilevel rights with respect to the "Rumble" brand.

3.17 COVID-19 Pandemic; CARES Act

(a) Since the onset of the COVID-19 Pandemic, the Selling Parties have complied, in all material respects, with all Laws relating to COVID-19, including those relating to (i) shelter- in-place and quarantine orders, (ii) the maintenance of safe and acceptable working conditions, including by making disclosures regarding positive cases of COVID-19 among employees or service providers of Seller, and (iii) employee benefits, privacy or labor and employment, including with respect to the furlough or termination of employees or the reduction or modification of compensation or employee benefits, if any.

(b) The Selling Parties have complied with the CARES Act in all material respects.

3.18 Brokers and Finders

Except as disclosed on Schedule 3.18 (all of which are Transaction Expenses), no Selling Party or any Related Person of them has incurred any Liability to any party for any brokerage fees, agent's commissions, or finder's fees in connection with the transactions contemplated by the Transaction Documents.

3.19 No Other Representations

EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE 3 OR IN ANY OTHER TRANSACTION DOCUMENT DELIVERED BY ANY SELLING PARTY, NO SELLING PARTY NOR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO ANY SELLING PARTY, THE ACQUIRED ASSETS, OR ANY OTHER MATTER RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, AS TO THE OPERATION OF THE ACQUIRED ASSETS AFTER THE CLOSING IN ANY MANNER.

ARTICLE 4 REPRESENTATIONS & WARRANTIES OF THE COMPANY

As a material inducement to Company to enter into this Agreement and consummate the transactions contemplated hereby, the Company represents and warrants to the Seller that:

4.1 Organization and Qualification; Capitalization

(a) The Company is a limited liability company, duly formed, validly existing and in good standing under the Laws of the State of Delaware. The Company has furnished to the Selling Parties a complete and accurate copy of its current certificate of formation, operating agreements, bylaws or similar governing documents, as amended or restated. The Company has all necessary power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as currently conducted. The Company has obtained and currently maintains all qualifications to do business and is in good standing in each jurisdiction in which the ownership or use of its assets or property or the operation of its business as currently conducted would require it to be so qualified, except where the failure to maintain such qualifications would not reasonably be expected to result in a Material Adverse Effect. The Company has no Subsidiaries except for those set forth on Schedule 4.1(a)(ii). Schedule 4.1(a)(ii) sets forth the issued and outstanding equity interests of each Subsidiary set forth therein, which are owned of record and as set forth therein.

(b) The H&W LLC Agreement, as provided to Seller, sets forth the issued and outstanding equity interests of the Company, which are owned of record and as set forth therein. Except as set forth therein, no other equity interests of the Company are authorized, issued or outstanding. Each issued and outstanding equity interest of the Company is duly authorized and validly issued and was issued in compliance with all applicable Laws. There are no declared or accrued but unpaid dividends or other distributions with respect to any equity interests of the Company. Except as set forth in the H&W LLC Agreement, there are no (i) outstanding securities convertible or exchangeable into equity interests of the Company, (ii) options, warrants, calls, subscriptions, conversion rights, exchange rights, purchase rights, preemptive rights or other rights, agreements or commitments obligating the Company to issue, transfer or sell any equity interests or (iii) voting trusts, proxies or other agreements or understandings to which the Company is bound with respect to the voting, transfer or other disposition of its equity interests. Except as set forth on Schedule 4.1(b), there are no outstanding or authorized equity interests appreciation, phantom equity interests, unit appreciation rights, profit participation or similar rights with respect to the Company. There are no restrictions on the transfer of the

Company's equity interests other than those arising from federal and state securities Laws or as set forth in the H&W LLC Agreement. All equity interests issued by the Company have been issued in transactions exempt from registration under the Securities Act and the rules and regulations promulgated thereunder and all applicable state securities or "blue sky" Laws, and the Company has not materially violated the Securities Act or any applicable state securities or "blue sky" Laws in connection with the issuance of any such equity interests.

4.2 Power and Authority; Validity; Enforceability

The Company has all requisite power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. All instruments or documents executed by the Company in connection with the Transaction Documents have been duly authorized, executed and delivered and, assuming the due and valid execution and delivery thereof by the other parties thereto, constitute valid and binding obligations of the Company, enforceable in accordance with their terms except as such enforceability may be subject to the Bankruptcy and Equity Exceptions. No other corporate (including shareholder, member or equivalent by the Company's equityholders) proceeding on the part of the Company is necessary to authorize the execution, delivery or performance of the Transaction Documents or the consummation of the transactions contemplated thereby.

4.3 Litigation

Except as listed on Schedule 4.3, there is, and has in the last three (3) years been, no Litigation pending or, to the Knowledge of the Company, threatened in writing against the Company, any Subsidiary or any of their respective properties which (a) adversely affects or challenges the legality or enforceability of the Transaction Documents or the Class A Units, or (b) could have or could reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Litigation involving a claim or violation or Liability under federal or state security laws or a claim of breach of a fiduciary duty.

4.4 No Violation

Except as provided on Schedule 4.4, the execution of the Transaction Documents by the Company and the performance of all obligations contained therein does not and will not: (a) conflict with the Company's governing documents, (b) assuming that all consents, approvals and authorizations described in Schedule 4.4 have been obtained, violate any Laws, (c) result in the creation or imposition of any Lien, (d) result in a breach, Default, termination, acceleration or penalties under any Contract, Permit or other instrument to which the Company is a party or any of its assets or properties is bound, or (e) require the Consent of, filing with or notice to any Third Party, including any Regulatory Authority other than (i) compliance with federal or state securities or "blue sky" Laws, (ii) such Consents, filings or notices as may be required as a result of the identity of the Seller and its Affiliates, (iii) where the failure to receive such Consents or make such filings or notices would not, individually or in the aggregate (A) prevent or materially delay the consummation of the transactions contemplated by this Agreement or (B) reasonably be expected to be materially adverse to the Company taken as a whole.

4.5 Financial Statements

Attached as Schedule 4.5 are correct and complete copies of the consolidated audited balance sheets and related statements of income and cash flows of Xponential Fitness, LLC, a Delaware limited liability company ("Xponential") and its Subsidiaries for the years ending December 31, 2018 and December 31, 2019 ("Xponential's Historical Financial Statements"), and the consolidated unaudited balance sheet and related statement of income of Xponential ("Xponential's Interim Financial Statements" and together with the Historical Financial Statements, "Xponential's Financial Statements") as of December 31, 2020 ("Xponential's Interim Financial Statement Date"). The Xponential's Financial Statements have been prepared from the books and records of Xponential in accordance with GAAP and present fairly in all material respects the financial position and results of operation and statements of cash flows of Xponential as at the dates and for the periods indicated; except as may be stated in the notes thereto and that the Xponential's Interim Financial Statements are subject to normal year-end adjustments and lack the footnote disclosures otherwise required by GAAP. Neither Xponential nor its Subsidiaries have any Liabilities of a nature required to be set forth on a balance sheet prepared in accordance with GAAP which are not fully and adequately accrued or reserved against in Xponential's Interim Financial Statements, other than (a) Liabilities incurred in the Ordinary Course of Business since Xponential's Financial Statement Date, or (b) ordinary course executory obligations or Liabilities under any Contracts to which Xponential or any of its Subsidiaries is a party (other than Liabilities for breach of contract, breach of warranty, tort, infringement or litigation). The books, records, and accounts of Xponential and its Subsidiaries accurately and fairly reflect the transactions and the assets and Liabilities of Xponential and its Subsidiaries in all material respects. The accounts receivable reflected on the Interim Financial Statements and the accounts receivable arising after the date thereof (x) have arisen from bona fide transactions entered into by Xponential or its Subsidiaries involving the sale of goods or the rendering of services (or, in the case of non-trade accounts or notes, represent amounts receivable in respect of other bona-fide business transactions) in the Ordinary Course of Business consistent with past practice and are payable on ordinary trade terms and (y) to the Knowledge of the Company, constitute only valid, undisputed claims of Xponential or its Subsidiaries not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the Ordinary Course of Business consistent with past practice. The reserve for bad debts shown on Xponential's Interim Balance Sheet or, with respect to accounts receivable arising after the date of Xponential's Interim Balance Sheet, on the accounting records of Xponential have been determined in accordance with GAAP.

4.6 Absence of Changes

Except as set forth on Schedule 4.6, since Xponential's Interim Financial Statement Date, each of the Company and its Subsidiaries have operated in the Ordinary Course of Business in all material respects and has not:

(a) had a Material Adverse Effect;

(b) incurred, assumed or guaranteed any material Indebtedness for borrowed money except unsecured current obligations, Indebtedness and Liabilities incurred in the Ordinary Course of Business;

(c) cancelled any material debts or claims or issued any amendment, termination or waiver of any rights thereto;

(d) had any material damage, destruction or loss, or any material interruption in use, of any of its material assets, whether or not covered by insurance;

(e) adopted any plan of merger, consolidation, reorganization, liquidation or dissolution or filed any petition in bankruptcy under any provisions of federal or state bankruptcy Law or consented to the filing of any bankruptcy petition against it under any similar Law;

(f) changed any method of financial accounting or financial accounting practice for the Business, except as required by GAAP as disclosed in the notes to Xponential's Financial Statements;

(g) changed cash management practices and policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts receivable, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits; or

(h) made any agreement to do any of the foregoing, or any action or omission that would result in any of the foregoing.

4.7 Compliance With Law

(a) Except as set forth on Schedule 4.7(a), the Company and its Subsidiaries are in compliance in all material respects with all applicable Laws and no written notices have been received by and to the Knowledge of the Company, no material claims have been threatened in writing or filed against the Company or any of its Subsidiaries alleging a violation of any such Laws.

(b) The Company and its Subsidiaries hold all Permits material to the conduct of their respective businesses. The Company and its Subsidiaries are in compliance in all material respects with all terms and conditions of any such Permits, and all fees and charges with respect to such Permits as of the date hereof have been paid in full.

4.8 Company Intellectual Property

(a) Schedule 4.8(a) contains a complete and accurate list of all of the registered and applied-for Intellectual Property Rights and material unregistered trademarks and Software that are owned, in whole or in part, by the Company or its Subsidiaries (collectively, the "Company Intellectual Property"). The Company owns all rights, title and interests in and to all the Company Intellectual Property free and clear of all Liens other than Permitted Encumbrances.

(b) The Company has taken commercially reasonable steps to maintain, enforce, and preserve the confidentiality of all Trade Secrets included in the Company Intellectual Property. No current or former employee, contractor or consultant of the Company has any right, title or interest, directly or indirectly, in whole or in part, in any material Company Intellectual Property.

The Company has obtained from all Persons who have created any material Company Intellectual Property valid and enforceable written assignments of any such Company Intellectual Property to the Company or such Company Intellectual Property is owned by the Company by operation of law. To the Knowledge of the Company, no Person is in violation of any such written confidentiality or assignment agreements.

(c) All of the material Company Intellectual Property is valid and enforceable. Except as would not reasonably be expected to result in a Material Adverse Effect, during the three (3) years immediately prior to the date hereof, no written claim by any Third Party contesting the validity, enforceability, use, or ownership of any of the material Company Intellectual Property has been made, is currently outstanding, or is threatened in writing. Except as would not reasonably be expected to result in a Material Adverse Effect, to the Knowledge of the Company, during the three (3) years immediately prior to the date hereof, neither the Company, nor the operation of the business of the Company has infringed, misappropriated, or otherwise violated, and neither the Company nor the operation of the business of the Company currently infringes, misappropriates, or otherwise violates, the Intellectual Property Rights of any Third Party in the jurisdictions in which the Company operates and has operated its business. Except as would not reasonably be expected to result in a Material Adverse Effect, during the three (3) years immediately prior to the date hereof, the Company has not received any written notices regarding any of the foregoing (including any demands or offers to license any Intellectual Property Rights from any Third Party). Except as would not reasonably be expected to result in a Material Adverse Effect, to the Knowledge of the Company, during the three (3) years immediately prior to the date hereof, no Third Party has infringed, misappropriated, or otherwise violated any of the Seller Intellectual Property in the jurisdictions in which the Company operates or has operated its business. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss or impairment of or payment of any additional amounts with respect to, or require the consent of any other Person in respect of, the Company's right to own or use any Company Intellectual Property in the conduct of the business of the Company as currently conducted. Immediately following the Closing, all Company Intellectual Property will be owned or available for use by the Company on substantially the same terms as such was owned or available for use by the Company immediately prior to the Closing.

(d) All registered Company Intellectual Property complies in all material respects with applicable formal legal requirements necessary to maintain such Intellectual Property Rights before the applicable registrar as of the Closing Date, and all registrations thereof are subsisting and in full force and effect. No cancellation, termination, expiration or abandonment of any material Company Intellectual Property (except with regard to natural expiration) is anticipated by the Company. All required filings and fees related to any registered Company Intellectual Property as of the Closing Date have been timely submitted with and paid to the relevant Regulatory Authorities and authorized registrars.

(e) The Company has not experienced any Security Breaches and the Company has not received any material written or other claims, demands, or other notices including a notice of investigations from any Person (including any Regulatory Authority) regarding the Company's non-compliance with Privacy and Security Requirements.

4.9 Insurance

The business operations of the Company, the Company's Subsidiaries and their respective employees are insured under various policies of general liability and other forms of insurance, of the type and in the amounts customarily carried by Persons conducting a business similar to their respective businesses, as applicable, and are sufficient for compliance, in all material respects, with all applicable Laws and Contracts to which the Company and its Subsidiaries, as applicable, is a party or by which it is bound. All premiums payable under all such policies have been paid, and the Company and its Subsidiaries, as applicable, are otherwise in compliance in all material respects, with the terms and conditions of all such policies. Neither the Company nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such insurance policies. All such insurance policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. None of the Company or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such insurance policy.

4.10 Labor Matters

(a) None of the Company or any of its Subsidiaries have experienced any organized slowdown, work interruption, strike, work stoppage or union organizing campaigns by its employees. None of the Company or any of its Subsidiaries is a party to or has any obligation pursuant to any oral and legally binding or written agreement, collective bargaining or otherwise, with any party regarding the rates of pay or working conditions of any of the employees of any of the Company or its Subsidiaries, nor is any of the Company or its Subsidiaries obligated under any Contract, Order or Law to recognize or bargain with any labor organization or union on behalf of such employees.

(b) Each of the Company and its Subsidiaries have complied in all material respects with all applicable federal, state, local and foreign Laws concerning the employment relationships it maintains with its employees and with all agreements relating thereto, including provisions thereof relating to wages, hours, health and safety, discrimination, equal opportunity, harassment, immigration, collective bargaining and the payment of social security, wage, and payroll Taxes. There is no pending or, to the Knowledge of the Company, Labor Claims against the Company or any of its Subsidiaries threatened in writing. None of the Company or any of its Subsidiaries has implemented any employee layoffs or facility closures that could implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar or related Law. Except as would not, individually or in the aggregate, reasonably be expected to result in material liability to the Company or any of its Subsidiaries, taken as a whole, each Person who has provided or is providing services to the Company or any of its Subsidiaries, and has been classified as a consultant, independent contractor, or temporary or leased employee, has been properly classified as such under all applicable Laws, including relating to wage and hour and Tax.

(c) To the Knowledge of the Company, no employee or service provider of the Company or any of its Subsidiaries is subject to any Contract (other than a contract between such

employee or service provider and Company or its Subsidiaries) that purports to restrict such employee or service provider from engaging in any line of business that is competitive with any Person or providing services to (or soliciting the provisions of services to) any Person.

4.11 Employee Benefit Plans

Except as disclosed on Schedule 4.11, each Employee Benefit Plan of the Company and its Subsidiaries (collectively, the "Company Benefit Plans") complies with and has been administered in all material respects with the ERISA, the Code, and all other statutes, rules and regulations, agreements and instruments by which it is governed. There are no pending investigations by any Regulatory Authority involving any Company Benefit Plan and, to the Knowledge of the Company, no threatened in writing or pending claims against any Company Benefit Plan (except for claims for benefits payable in the normal operation of the Company Benefit Plans). All contributions to, and payments from, each Company Benefit Plan have been timely made. The Company and its Affiliates have complied in all material respects with the continuation coverage requirements of Section 1001 of COBRA, and ERISA Sections 601 through 608. No Company Benefit Plan is a plan that is subject to Title IV of ERISA, and no Company Benefit Plan provides health or other welfare benefits to former employees of the Business other than health continuation coverage pursuant to COBRA or similar state laws. Each Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is the subject of a favorable opinion letter from the Internal Revenue Service on the form of such Company Benefit Plan and there are no facts or circumstances that would be reasonably likely to adversely affect the qualified status of any such Company Benefit Plan.

4.12 COVID-19 Pandemic; CARES Act

(a) Since the onset of the COVID-19 Pandemic, the Company and its Subsidiaries have complied, in all material respects, with all Laws relating to COVID-19, including those relating to (i) shelter-in-place and quarantine orders, (ii) the maintenance of safe and acceptable working conditions, including by making disclosures regarding positive cases of COVID-19 among employees or service providers of the Company and its Subsidiaries, and (iii) employee benefits, privacy or labor and employment, including with respect to the furlough or termination of employees or the reduction or modification of compensation or employee benefits, if any.

(b) The Company and its Subsidiaries have complied with the CARES Act in all material respects.

4.13 Related Person Transactions

Schedule 4.13 sets forth each current Related Person Transaction, including any services and the use of any assets or properties provided to or by the Company or any of its Subsidiaries, except for (a) employment and benefit arrangements, including employment agreements, incentive compensation and equity arrangements, and (b) any such transactions carried out on arms-length terms.

4.14 Brokers and Finders

The Company has not incurred any Liability to any party for any brokerage fees, agent's commissions, or finder's fees in connection with the transactions contemplated by the Transaction Documents.

4.15 No Other Representations; Independent Investigation

(a) EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE 4 OR IN ANY OTHER TRANSACTION DOCUMENT DELIVERED BY THE COMPANY, NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE COMPANY OR ANY OTHER MATTER RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, AS TO THE OPERATION OF THE COMPANY OR ITS AFFILIATES OR THE ACQUIRED ASSETS AFTER THE CLOSING IN ANY MANNER.

(b) The Company has conducted its own independent investigation, review and analysis of the Acquired Assets as it has deemed appropriate, which investigation, review and analysis was done by Company and its representatives. In entering into this Agreement and the other Transaction Documents, Company acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and not on any factual representations or opinions of the Selling Parties (except the representations and warranties set forth in the Transaction Documents). The Company hereby acknowledges and agrees that other than the representations and warranties set forth in the Transaction Documents, no Selling Party or any of their respective managers, directors, officers, employees or representatives, makes or have made any representation or warranty, express or implied as to any matter whatsoever relating to any Selling Party or the Acquired Assets, or any other matter relating to the transaction contemplated hereby.

ARTICLE 5 POST CLOSING COVENANTS

5.1 Selling Party Acknowledgements

Each Selling Party acknowledges that (a) the Seller owns the Acquired Assets, including the goodwill of the Business and (b) such Selling Party's interest in the Acquired Assets represents a substantial interest in the Acquired Assets. Pursuant to this Agreement, the Seller desires to and shall contribute to the Company all of such Seller's ownership interest in the Acquired Assets and, at the Closing, the Seller shall receive valuable consideration for all of Seller's ownership interest in the Acquired Assets, and the Selling Parties therefore have a material economic interest in the consummation of the transactions contemplated hereby.

5.2 Non-Solicitation or Hiring of Employees

(a) Until the expiration of five (5) years following the Closing Date, the Selling Parties shall not, directly or indirectly, hire, either as an employee, consultant or otherwise, or solicit any individual who was employed or engaged as an independent contractor by the Company or any of its Affiliates or the Seller during the six (6) month period prior to the Closing

Date or who is so employed or engaged by the Company or its Affiliates following the Closing, to terminate his or her employment or consulting relationship with the Company, or its Affiliates or to enter into employment or a consulting relationship with any other Person.

(b) Notwithstanding anything to the contrary contained in this Agreement, no Person will be prohibited from engaging in general solicitations for employees or independent contractors in the ordinary course of business, including any search firm engagement which, in any such case, is not directed or focused on employees of the Company, any Selling Party or any of their respective Affiliates.

5.3 Non-Solicitation of Franchisees

Until the expiration of five (5) years following the Closing Date, the Selling Parties shall not, directly or indirectly, for their own benefit or the benefit of others (other than the Company and its Affiliates), solicit or attempt to solicit any Person to whom the Company or its Affiliates entered a Franchise Agreement with prior to the Closing Date to enter into a Franchise Agreement with any Person other than the Company or its Affiliates.

5.4 Covenant Not to Compete.

Until the expiration of five (5) years following the Closing Date, the Selling Parties shall not, and each Selling Party shall cause its Affiliates under the control of such Selling Party not to, directly or indirectly, (a) engage in or have any financial interest in any Competing Business, (b) serve as an agent, consultant, financing source, employee, director, or in a position similar to any of the foregoing, for any Competing Business in the Restricted Territory or (c) own, manage, operate, join, control or participate in the ownership, management, operation or control, of, any Competing Business in the Restricted Territory whether in corporate, proprietorship or partnership form. The Parties agree that this Agreement shall not prevent any Selling Party from owning up to 1% individually, or 5% in the aggregate, of the issued and outstanding shares of any class of stock of a corporation traded on a regulated securities exchange. "Competing Business" means the operation of a business that (i) primarily provides boxing-based group fitness classes and/or (ii) offers and/or grants franchises or licenses for the right to operate such a business, in each case other than "Rumble" branded franchises pursuant to Franchise Agreements with the Company or any of its Subsidiaries. "Restricted Territory" shall mean North America.

5.5 Confidential Information

(a) After the Closing, the Selling Parties shall hold in confidence all Confidential Information that is in possession or control of the Selling Parties and shall not use such Confidential Information, nor disclose such Confidential Information to any Third Party, without the prior written consent of the Company. The Selling Parties agree to use the same standard of care in maintaining the confidentiality of the Confidential Information in the Selling Parties' possession (including after the Closing) that the Selling Parties use with respect to their own confidential information, but in no event shall it use less than a reasonable standard of care.

(b) Notwithstanding the foregoing, each Party shall be permitted to disclose such confidential information or Confidential Information, as applicable: (a) to Third Parties with a

need for access pursuant to the Order or requirement of a Regulatory Authority, or as required by applicable Laws (provided, that such Party gives as much notice as is reasonably possible to the other Party to contest such order or requirement) or (b) on a confidential basis to its legal, accounting, financial and other advisors solely for the purposes of providing such advice and solely to the extent that they have a need for access.

5.6 Injunctive Relief and Additional Acknowledgements

(a) The Selling Parties specifically acknowledge and agree that each of the covenants contained in Sections 5.2, 5.3, 5.4, and 5.5 above (the "Restrictive Covenants") are made to protect and preserve to the Company the benefit of its bargain in the contribution of the Acquired Assets and the associated goodwill and that the remedy at law for any breach of the foregoing may be inadequate. If any Selling Party breaches, or threatens to commit a breach of, any of the Restrictive Covenants, the Company shall have the right to enjoin such breaching Selling Party from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction. Such right and remedy is in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity. Each Selling Party acknowledges that the Restrictive Covenants are reasonable with respect to period, geographical area and scope and are necessary for the protection of the Company's legitimate interests in the Company's acquisition of the Acquired Assets (including the goodwill and Trade Secrets) pursuant to this Agreement.

(b) In the event of a breach by a Selling Party of any Restricted Covenant, the term of such covenant will be extended with respect to such Selling Party by the period of the duration of such breach.

(c) Each Selling Party represents and warrants to the Company that upon the execution and delivery of this Agreement by the Company, the Restrictive Covenants and the other provisions of this Article 5 shall be the valid and binding obligation of such Selling Party, enforceable in accordance with its terms. Each Selling Party acknowledges and represents that it has consulted with independent legal counsel regarding such Selling Party's obligations under this Article 5 and that it fully understands the terms and restriction of the Restrictive Covenants and the related provisions of this Article 5.

5.7 Severability and Reformation

Each Selling Party acknowledges and agrees that the Restrictive Covenants are reasonable and valid, and separate and independent covenants. Should any part or provision of any of the Restrictive Covenants be held invalid, such invalidity shall not render invalid any other part of this Agreement or such Restrictive Covenant, and in such case the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

5.8 Names

Except in their roles as consultants, employees or franchisees of the Company or any of its Affiliates (if applicable), the Selling Parties shall not use or permit any of their Affiliates to use "Rumble" names (or any other trademarks, service marks, trade dress, trade names, logos or names listed on Schedule 3.7(a) or any names or symbols likely to cause confusion therewith in any manner (including in the legal, trade or other name of the Seller, Rumble Fitness or of a Person affiliated with any Selling Party) anywhere in the world after the Closing; provided that the Founders shall not be prohibited from referring to themselves or each other as the "founders of Rumble". For the avoidance of doubt, for so long as Rumble Fitness is a franchisee of the Company or any of its Affiliates, no Selling Party shall be required to amend its name.

5.9 Administration of Accounts and Mail Received after Closing

(a) From and after the Closing, all payments and reimbursements by any Person to the Company to the extent, in connection with, arising out of or relating to the Excluded Assets or the Excluded Liabilities, that are received by the Company after the Closing shall be held by the Company in trust for the benefit of the Seller and, promptly upon receipt by the Company of any such payment or reimbursement, the Company shall pay over to the Seller the amount of such payment or reimbursement without right of set-off.

(b) From and after the Closing, all payments and reimbursements made by any Person in the name of or to the Seller to the extent, in connection with, arising out of or relating to the Acquired Assets or the Assumed Liabilities that are received by the Seller or its Affiliates after the Closing shall be held by the Seller in trust for the benefit of the Company and, promptly upon receipt by the Seller or its Affiliates of any such payment or reimbursement, the Seller or its Affiliates shall pay over to the Company the amount of such payment or reimbursement without right of set-off.

(c) Following the Closing, the Company shall deliver or cause to be delivered to the Seller all mail received by it after the Closing that pursuant to this Agreement belongs to the Seller or its Affiliates. Following the Closing, the Seller shall deliver or cause to be delivered to the Company all mail received by the Seller or its Affiliates after the Closing that pursuant to this Agreement belongs to the Company.

5.10 Rumble TV; Do You Rumble Instagram.

(a) From and after the Closing and until December 31, 2021, the Selling Parties shall have the right (at their option and expense) to operate the "Rumble TV" business activities consistent with the manner that such operations that were run by the Selling Parties prior to the date hereof (including by using or licensing Acquired Assets in connection with such operations). The Selling Parties shall be permitted to retain all revenues earned but will be responsible to pay all expenses accrued pursuant to GAAP, in connection with the operation of the Rumble TV activities, provided, Seller shall not incur any liabilities with respect to the Rumble TV business without the Company's approval.

(b) From and after the Closing, for so long as Rumble Fitness is a franchisee of the Company or any of its Affiliates, Rumble Fitness shall have the right (at its option) to operate the

"@doyourumble" Instagram account consistent with the manner that such account was run by the Selling Parties prior to the date hereof (including by using or licensing Acquired Assets in connection with such operations); provided that, upon written notice from the Company, Rumble Fitness shall modify the name of such account to an alternative to be mutually agreed between Rumble Fitness and the Company.

5.11 Domain Name Assignment.

The Seller agrees to send to the Company a true, correct, complete and executed copy of a domain name assignment in the form attached hereto as Exhibit D within three (3) Business Days following the Closing.

ARTICLE 6 INDEMNIFICATION

6.1 Agreement of the Selling Parties to Indemnify

Subject to the terms and conditions of this Article 6, following the Closing, the Selling Parties, jointly and severally, agree to indemnify and hold harmless the Company, and each of its Subsidiaries, respective officers, managers, members, partners, employees, agents and other Related Persons (all of whom are intended to be third-party beneficiaries under this Article 6) ("Company Indemnitees") from all Losses relating to or incurred by the Company Indemnitees arising out of:

(a) the breach of any representation or warranty of any Selling Party contained in or made pursuant to any Transaction Document;

(b) the breach of any covenant or agreement of any Selling Party contained in or made pursuant to any Transaction Document;

(c) any Excluded Liability; and

(d) those matters specifically set forth on Schedule 6.1(d);

The obligations set forth in this Section 6.1 shall include indemnification against any and all Losses, costs and other expenses incident to any of the foregoing or to the enforcement of this Section 6.1.

6.2 Agreement of the Company to Indemnify

Subject to the terms and conditions of this Article 6, following the Closing, the Company agrees to indemnify and hold harmless each of the Selling Parties and each of its respective successor and assigns, officers, directors, managers, members, partners, equityholders, employees, agents and other Related Persons (all of whom are intended to be third-party beneficiaries under this Article 6) ("Seller Indemnitees") from all Losses asserted against, relating to or incurred by Seller Indemnitees arising out of:

(a) the breach of any representation or warranty of the Company contained in or made pursuant to any Transaction Document;

(b) the breach of any covenant or agreement of the Company contained in or made pursuant to any Transaction Document;

(c) any Assumed Liability;

(d) any Liabilities incurred in connection with (i) the assignment, by any Selling Party, and the assumption, by the Company or any of its Affiliates, of a Selling Party's right, title and interest in, to and under the Franchise Agreements at the Closing or (ii) any claim by a Governmental Authority with respect to Seller's operating as a franchisor under the Franchise Agreement assigned pursuant to the Rumble Franchise Assignment or Seller's execution and delivery of such Rumble Franchise Agreement prior to such assignment.

The obligations set forth in this Section 6.2 shall include indemnification against any and all Losses, costs and other expenses incident to any of the foregoing or to the enforcement of this Section 6.2.

6.3 Exclusive Remedy

From and after Closing, a Company Indemnitee's or a Seller Indemnitees (each, an "Indemnitee") right to indemnification pursuant to the provisions of this Article 6 shall be the sole and exclusive remedy (whether under contract, tort, or any other theory of recovery) with respect to any and all claims (including Third Party claims), Losses, Liabilities or other amounts pursuant to this Agreement or any other Transaction Document for (a) any failure of a representation or warranty contained in this Agreement or any other Transaction Document to be true, or (b) the failure of any party hereto to perform or satisfy any of its obligations, covenants and agreements contained in this Agreement or any other Transaction Document, in each case, in accordance with the terms hereof. Notwithstanding anything to the contrary, nothing contained herein shall limit any Indemnitee's right to seek and obtain any (x) equitable relief to which such Indemnitee shall be entitled, including the remedies of specific performance and injunction with respect to any breaches of this Agreement or (y) on account of Fraud.

6.4 Procedures for Indemnification

(a) A claim for indemnification under this Article 6 (an "Indemnification Claim") shall be made by the Indemnitee by delivery of a written declaration to the Seller or the Company, as applicable, against whom indemnification is sought (the "Indemnitor"), prior to the applicable period set forth in Section 6.6. The Indemnification Claim shall request indemnification and shall specify (i) with reasonable detail the nature and the basis on which indemnification is sought, (ii) the amount of asserted Losses (if known), and (iii) in the case of Litigation instituted against the Indemnitee which, if prosecuted successfully, would be a matter for which the Indemnitee is entitled to indemnification under this Agreement (a "Third Party Claim"), the information required by the foregoing clauses (i) and (ii) and such other information as the Indemnitee shall have concerning such Third Party Claim. Such notice shall be accompanied by copies of all relevant material documentation in the possession of the Indemnitee with respect to any such claim.

(b) If the Indemnification Claim involves a Third Party Claim, the procedures set forth in Section 6.4 of this Agreement shall be observed by the Indemnitee and the Indemnitor.

(c) If the Indemnification Claim involves a matter other than a Third Party Claim, the Indemnitor shall have thirty (30) days to object to such Indemnification Claim by delivery of a written notice to the Indemnitee specifying in reasonable detail the basis for such objection. Failure to timely object shall constitute a final and binding acceptance of the Indemnification Claim by the Indemnitor, provided that the Indemnitor was properly served with notice of the Indemnification Claim prior to the commencement of such thirty (30) day period. In such event, the Indemnification Claim shall be paid in accordance with Section 6.8 hereof. If an objection is timely delivered by the Indemnitor, then the Indemnitee and the Indemnitor shall negotiate in good faith for a period of sixty (60) days from the date the Indemnitee receives such objection (the "Negotiation Period"). After the Negotiation Period, if the Indemnitor and the Indemnitee still cannot agree on the resolution of an Indemnification Claim, either the Indemnitor or Indemnitee may submit the dispute to a court of competent jurisdiction in accordance with Section 7.9.

(d) Each Party shall take all commercially reasonable steps to mitigate any of its Losses upon becoming aware of any event which would reasonably be expected to, or does, give rise thereto; provided, however, notwithstanding anything to the contrary contained herein, such efforts shall not preclude a claim or recovery on a timely basis against an Indemnitor. Each of the Parties shall reasonably cooperate with the others with respect to resolving any claim or Liability with respect to which one Party is obligated to indemnify the other Party hereunder.

6.5 Defense and Settlement of Third Party Claims

(a) The Indemnitor will have thirty (30) days from the date on which such Indemnitor receives a Third Party Claim to notify the Indemnitee (i) whether or not the Indemnitor disputes its liability to the Indemnitee with respect to such claim, and (ii) whether or not the Indemnitor desires to assume the defense or prosecution of such Third Party Claim and any litigation resulting therefrom with counsel of its choice and at its sole cost and expense (a "Third Party Defense"); provided that the Indemnitor may assume such defense only if it first acknowledges to the Indemnitee in writing that such Indemnitor is fully responsible for all Liabilities relating to, or Losses arising from or related to, such Third Party Claim and that it will provide full indemnification to the Indemnitee with respect to the action or other claim giving rise to such Third Party Claim in accordance with this Article 6. If the Indemnitor assumes the Third Party Defense in accordance herewith, (I) the Indemnitee may retain separate co-counsel at its sole cost and expense (unless a conflict of interest exists between the interests of the Indemnitor and the Indemnitee that requires representation by separate counsel) and participate in the defense of the Third Party Claim, but the Indemnitor shall control the investigation, defense and settlement thereof and in no event shall the fees or expenses of the Indemnitee constitute "Losses"; (II) the Indemnitee shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnitor; and (III) the Indemnitor shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnitee, which shall not be unreasonably withheld, conditioned or delayed, unless (x) the judgment or settlement provides solely for the payment of money, (y) the Indemnitor makes such payment in full pursuant to the terms hereof, and (z) the applicable Indemnitee receive a full, unconditional release with respect to such Third Party Claim.

(b) The Indemnitee and the Indemnitor shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such claim and furnishing, without expense to the Indemnitor, management employees of the Indemnitee as may be reasonably necessary for the preparation of the defense of any such claim or for testimony as witness in any proceeding relating to such claim; provided, that no Person shall be required to disclose any information to any other Person if such disclosure would be reasonably likely to, based on advice of legal counsel, (x) jeopardize any attorney-client or other legal privilege or (y) contravene any Law or Contract; provided that, in each such case, the Indemnitee and the Indemnitor shall cooperate in good faith to enable access to such information. Notwithstanding anything herein to the contrary, the Indemnitor shall not be entitled to assume control of such defense and shall pay the fees and expenses of counsel retained by the Indemnitee if (i) the Third Party Claim relates to or arises in connection with any criminal proceeding or investigation or the claim, based on the remedy being sought would be reasonably likely to result in criminal Liability to an Indemnitee or is brought by a Governmental Entity; (ii) the Third Party Claim primarily seeks an injunction or other equitable relief against the Indemnitee; (iii) the Indemnitee reasonably believes that the Indemnitor failed or is failing to vigorously prosecute or defend such claim; (iv) the Indemnitee reasonably believes that the Loss relating to such claim could exceed the maximum amount that such Indemnitee could then be entitled to recover under the applicable provisions of this Article 6, net of any and all unresolved claims; or (v) involves a material customer, supplier or other business relation of a Selling Party, the Franchise Business or the Company.

6.6 Duration

(a) Except as provided in Section 6.6(b), the representations and warranties set forth in Article 3 and Article 4 of this Agreement shall survive the Closing until the date that is eighteen (18) months after the Closing Date.

(b) The representations and warranties of (i) the Selling Parties contained in Sections 3.1 (Organization and Qualification), 3.2 (Power and Authority; Validity; Enforceability), 3.3 (No Violation), 3.5(a) (Title to Acquired Assets), 3.13 (Taxes), and 3.18 (Brokers and Finders), (collectively, the "Seller Fundamental Representations") and (ii) the Company contained in Sections 4.1 (Organization and Qualification; Capitalization), 4.2 (Power and Authority; Validity; Enforceability), and 4.14 (Brokers and Finders) (collectively, the "Company Fundamental Representations") shall survive until sixty (60) days after the expiration of the statute of limitation applicable thereto.

(c) The covenants and agreements contained in this Agreement that by their terms are to be performed, in whole or in part, after the Closing shall survive in accordance with their terms and those covenants and agreements set forth in this Agreement requiring performance at or prior to Closing shall terminate on the first (1st) anniversary of the Closing Date.

(d) Any claim with respect to any Fraud will survive and can be made by an Indemnitee indefinitely.

(e) Notwithstanding the foregoing, if an Indemnitee delivers to the Indemnitors, before expiration of a covenant, agreement, representation or warranty, an Indemnification Claim

in accordance with Section 6.4 based upon a breach of such covenant, agreement, representation or warranty, then the applicable covenant, agreement, representation or warranty will survive until, and only for purposes of, the resolution of the matter covered by such Indemnification Claim.

6.7 Limitations on Indemnification

(a) Except as set forth herein, an Indemnitee shall not be entitled to indemnification under Section 6.1(a) or (b), or Section 6.2(a) or (b), as applicable, for any Indemnification Claims made after the expiration of the applicable survival period.

(b) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be entitled to indemnification under Section 6.1(a) or Section 6.2(a), as applicable, unless and until the applicable Indemnitee shall have paid or incurred Losses in respect of which such Indemnitee is otherwise entitled to indemnification pursuant to Section 6.1(a) or Section 6.2(a) as applicable that exceed Three Hundred Thousand Dollars ($300,000) (the "Deductible") in the aggregate, at which point the Selling Parties will be obligated to jointly and severally indemnify the Company Indemnitees or the Company will be obligated to indemnify the Seller Indemnitees, as applicable, for all such Losses; provided, however, that the Deductible shall not apply to (i) Indemnification Claims with respect to breaches of any of the Seller Fundamental Representations or the Company Fundamental Representations, or (ii) any Indemnification Claim arising out of any Fraud by any Party or any of its Affiliates.

(c) Notwithstanding anything to the contrary set forth in this Agreement, from and after the Closing,

(i) for purposes of calculating Losses to which an Indemnitee are entitled under this Article 6, such Losses shall be determined without duplication of recovery by reason of the state of facts giving rise to such Loss constituting a breach of more than one representation, warranty, covenant, or agreement;

(ii) the amount of Losses for which indemnification is available under this Agreement shall be reduced by the amount of any funds actually received by the Indemnitee with respect to an Indemnification Claim from any Third Party insurers (net of any cost of recovery or increased premiums resulting therefrom) and such Indemnitee shall promptly reimburse the Indemnitor for any subsequent recoveries from such sources if previously indemnified hereunder so as to avoid a double recovery;

(iii) in no event will the Company Indemnitees be entitled, in the aggregate, to indemnification pursuant to (1) Section 6.1(a) (other than in respect of Seller Fundamental Representations, Excluded Taxes, or in the event of Fraud), in excess of $18,000,000 and (2) Section 6.1(d), in excess of $10,000;

(iv) in no event will the Seller Indemnitees be entitled, in the aggregate, to indemnification pursuant to (1) Section 6.2(a) (other than in respect of Company Fundamental Representations or in the event of Fraud), in excess of $18,000,000 and (2) Section 6.2(d), in excess of $250,000; and

(v) in no event will the Company Indemnitees be entitled, in the aggregate, to indemnification pursuant to this Agreement in excess of the Total Consideration (other than in the event of Fraud).

(d) Notwithstanding anything to the contrary contained elsewhere in this Agreement, solely for purposes of this Article 6 if any representation or warranty contained in Article III or in any certification delivered by a Selling Party pursuant hereto or referred to herein is limited or qualified based on materiality, including the terms "material", "materiality" or "Material Adverse Effect", or similar qualifications (the "Materiality Scrape"), such limitation or qualification shall in all respects be ignored and given no effect for purposes of determining whether any breach of any such representation or warranty has occurred and the amount of Losses resulting from any breach of any such representation or warranty.

(e) Each Selling Party hereby waives and releases any and all rights that each may have under this Agreement or otherwise to assert claims of contribution against the Company.

6.8 Payment of Claims; Set-off

(a) Upon determination of the amount of an Indemnification Claim that is binding on both the Indemnitor and the Indemnitee, the Indemnitor shall pay the amount of such Indemnification Claim.

(b) If the Indemnitor is the Company, such payment shall be made by wire transfer of immediately available funds to the Seller within ten (10) days of the date such amount is determined.

(c) If the Indemnitor is a Selling Party, such payment shall be satisfied by, and the Company Indemnitees sole recourse shall be, the forfeiture of such number of Class A Units or Publicly Traded Securities issued or issuable to the Selling Party equal to the amount of Losses to be paid hereunder, valuing the Class A Units or Publicly Traded Securities, as applicable, at the price per Class A Unit or Publicly Traded Security used as the issue price for such security hereunder; provided that the Seller shall be entitled to set-off against Class A Units or Publicly Traded Securities, which such set-off shall be at Fair Market Value; provided further that, in the sole discretion of the Selling Parties, in lieu of forfeiture and set-off as contemplated by this Section 6.8(c), the applicable Selling Party shall be permitted to satisfy such obligation by wire transfer of immediately available funds to the applicable Company Indemnitee.

6.9 Total Consideration Adjustment

With respect to any indemnity payment under this Agreement, the Parties agree to treat, to the extent permitted by applicable Law, all such payments as an adjustment to the Total Consideration provided hereunder.

ARTICLE 7 GENERAL PROVISIONS

7.1 Press Releases and Announcements

The Selling Parties and the Company shall consult with each other before issuing, and provide each other the opportunity to review, comment upon and concur with, and agree on, any press release or public statement with respect to this Agreement and the transactions contemplated hereby and will not issue any such press release or make any such public statement prior to such consultation and agreement, except as may be required by Law or any listing agreement with any applicable national or regional securities exchange or market. For the avoidance of doubt, except as required by Law, no press release or public statement with respect to this Agreement and the transactions contemplated hereby, may be made by either Party or its representatives without the consent of the other Party. Subject to the Franchise Agreements, the foregoing restrictions will not apply to the Company, the Seller or their respective Affiliates from and after the Closing with respect to the operation of the Franchise Business. Nothing herein shall prevent any Party from making any disclosure to the extent required in connection with the enforcement of any right or remedy relating to this Agreement or the other Transaction Documents or the transactions contemplated hereby or thereby.

7.2 Fees and Expenses

(a) Except as otherwise specifically provided elsewhere in this Agreement, the Selling Parties and the Company each shall pay their respective fees and expenses in connection with the transactions contemplated by this Agreement.

(b) All Transfer Taxes shall be borne by the Selling Parties. The Selling Parties shall file all necessary Tax Returns and other documents required to be filed with respect to all such Transfer Taxes. The Parties will cooperate to the extent reasonably necessary to make such Tax Return or filings as may be required.

7.3 Notices

All notices and other communications made in connection with this Agreement shall be in writing and shall be deemed effectively delivered to and received by a party (a) upon in person delivery or by courier or overnight service with confirmation of delivery to such Person's address, (b) five (5) days after having been mailed by certified mail with postage prepaid and return receipt requested to such Person's address, or (c) if sent by e-mail with confirmation of receipt, on the Business Day the e-mail was sent if delivered during normal business hours, or else on the next succeeding Business Day (with a copy sent the next day pursuant to subclause (a) of this sentence). All notices shall be addressed as follows (or to such other address as the party to whom such notice or other communication is to be given may have furnished to each other party in writing in accordance herewith)::

If to any Selling Party:

146 West 23rd Street
New York, NY 10011
Attention: Andy Stenzler
Email:
[***]

With copy to (which copy shall not constitute notice):

Winston & Strawn LLP
200 Park Avenue
New York, NY 10166
Attention: Bradley Vaiana
Email: [***]

And

Weinberg Zareh Malken Price LLP
45 Rockefeller Plaza
20th Floor
New York, NY 10020
Attention: Adam Price
Email: [***]

If to the Company:

H&W Franchise Holdings LLC
17877 Von Karman Ae, Suite 100
Irvine CA 92614
Attention: Anthony Geisler
Email: [***]

With copy to (which copy shall not constitute notice):

Buchalter
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Attention: Jeremy Weitz, Esq.
Telephone No. (213) 891-5285
Email: [***]

and

H&W Franchise Holdings LLC
c/o MGAG, LLC
17 Palmer Lane
Riverside, CT 06878
Attention: Mark Grabowski,
Email: [***]

or to such other address as the Parties may designate in writing to the other in accordance with this Section 7.3. Any Party may change the address to which notices are to be sent by giving written notice of such change of address to the other parties in the manner above provided for giving notice.

7.4 Assignment; Successors in Interest

This Agreement shall not be assignable by any Party without the written consent of the other Parties; provided that the Company may assign this Agreement to (a) an Affiliate upon delivery to the Seller of a written agreement by the Company to remain liable for the payment obligations under this Agreement, (b) for collateral security purposes to any lender of the Company or its Affiliates, and (c) any acquirer of a material amount of the equity or all or any material portion of the assets of the Company or its Affiliates. This Agreement will be binding upon and will inure to the benefit of the parties and their successors and permitted assigns, and any reference to a party will also be a reference to a successor or permitted assign.

7.5 No Benefit to Others

The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and, in the case of Article 7 hereof, the Indemnitees, and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns, and they shall not be construed as conferring any Third Party beneficiary or any other rights on any other Persons.

7.6 Construction; Interpretation

(a) Words used in this Agreement, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation."

(b) No Party to this Agreement shall be considered the draftsperson, and neither this Agreement nor any ambiguity in this Agreement shall be construed against any Party based on such premise. On the contrary, this Agreement has been reviewed, negotiated and accepted by all Parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words so as fairly to accomplish the intentions of all the Parties.

(c) When reference is made in this Agreement to "Articles," "Schedules," "Sections" and "Exhibits" are intended to refer to Articles, Schedules, Sections and Exhibits to this Agreement, except as otherwise indicated. The Schedules and the Exhibits attached hereto form part of this Agreement.

(d) The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The word "will" shall be construed to have the same meaning and effect as the word "shall". The phrase "made available" shall mean that the referenced document or other material was posted and accessible to the Company and its representatives in the data room hosted by the Seller no less than two (2) Business Days prior to the date of this Agreement and remained so posted and accessible through the date of this Agreement.

(e) The table of contents and headings in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement.

7.7 Counterparts

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one counterpart has been signed by each Party and delivered to the other Parties. Any signature page delivered electronically or by facsimile (including transmission by PDF or other similar format) shall be binding to the same extent as the original signature page.

7.8 Integration of Agreement

The Transaction Documents constitute the entire agreement among the Parties and supersede all prior agreements between the Parties. Neither this Agreement, nor any provision in this Agreement, may be modified, discharged, or terminated orally, but only by an agreement in writing signed by the Party against which the enforcement of such modification, discharge or termination is sought. The failure or delay of any Party at any time to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any Party of any condition of this Agreement, or the breach of any term of this Agreement or the inaccuracy or warranty of this Agreement in any one or more instances shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

7.9 Governing Law; Exclusive Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each Party (a) submits to the exclusive jurisdiction of the Chancery Court of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each Party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each Party agrees that service of summons and complaint or any other process that might be served in any action or proceeding may be made on such party by sending or delivering a copy of the process to the party to be served at the address of the party and in the manner provided for the giving of notices in Section 7.3. Nothing in this Section 7.9, however, shall affect the right of any Party to serve legal process in any other manner permitted by Law. Each Party agrees that a final, non-appealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law.

7.10 Specific Performance

The Parties agree that immediate and irreparable damage would occur for which monetary damages, even if available, would not be an adequate remedy if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, the Parties agree that, if for any reason any Party shall have failed to perform its obligations under this Agreement or otherwise breached this Agreement, then the Party seeking to enforce this Agreement against such nonperforming Party shall be entitled to specific performance and the issuance of immediate injunctive and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without the necessity of proving the inadequacy of money damages as a remedy. The Parties further agree to waive any requirement for the posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to and not in limitation of any other remedy to which they are entitled at Law or in equity.

7.11 WAIVER OF JURY TRIAL

EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT AND THE TRANSACTION DOCUMENTS

7.12 Amendment

Except as contemplated by Section 1.1(d), the Parties may amend, modify or supplement this Agreement only by a written instrument executed by the Parties.

7.13 No Waiver.

(a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

7.14 Partial Invalidity

Whenever possible, each provision of this Agreement shall be interpreted as to be effective and valid under applicable Law. If any of the provisions in this Agreement are held to be invalid in any respect, such invalidity shall not affect any other provisions of this Agreement. This Agreement shall be construed as if such invalid provision had never been contained in this Agreement unless the deletion of such provision would result in a material change that would cause the transactions contemplated under this Agreement to be unreasonable. If the deletion of the invalid provision is reasonably likely to have a Material Adverse Effect, the Parties shall attempt in good faith to replace the invalid provision with valid provision.

(Signatures on Following Page)

IN WITNESS WHEREOF, each Party has caused this Contribution Agreement to be executed by its duly authorized officers (as applicable) as of the day and year first above written.

THE SELLER:

Rumble Holdings LLC

By: /s/ Andy Stenzler
Name: Andy Stenzler
Title: Chief Executive Officer

RUMBLE FITNESS:

Rumble Fitness LLC

By: /s/ Andy Stenzler
Name: Andy Stenzler
Title: Chief Executive Officer

PARENT:

Rumble Parent LLC

By: /s/ Andy Stenzler
Name: Andy Stenzler
Title: President

THE COMPANY:

H&W Franchise Holdings, LLC

By: /s/ Andy Stenzler
Name: Anthony Geisler
Title: Chief Executive Officer

[*Signature Page to Contribution Agreement*]

EXHIBIT A

DEFINITIONS

(a) Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings:

(i) "Affiliate" of any Person means any Person that controls, is controlled by, or is under common control with such Person; provided that each of the Selling Parties shall be deemed to be an Affiliate of each of the other Selling Parties. As used herein, the term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or other interests, by contract or otherwise.

(ii) "Agreement" has the meaning set forth in the recitals.

(iii) "Acquired Assets" has the meaning set forth in Section 1.2.

(iv) "Additional Units" has the meaning set forth in Section 1.1(a).

(v) "Assigned Contracts" has the meaning set forth in Section 1.2(a).

(vi) "Assumed Liabilities" has the meaning set forth in Section 1.4.

(vii) "Bill of Sale" has the meaning set forth in Section 2.2(b).

(viii) "Bankruptcy and Equity Exceptions" has the meaning set forth in Section 3.2.

(ix) "Business" has the meaning set forth in the recitals.

(x) "Business Contracts" has the meaning set forth in Section 3.6(a).

(xi) "Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of New York.

(xii) "CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act of 2020, as amended.

(xiii) "Change of Control Obligations" means all obligations that are or may become due or owing by any Selling Party as a result of the transactions contemplated by this Agreement and the Transaction Documents, including any payment(s) payable at the election of the payee and including any change of control, bonus or other special payment(s) that become due as a result of terminations of employment during periods before, on, or after the Closing Date that are stipulated in any change of control, employment, severance or other similar Contract that a Selling Party may have with any of its employees, consultants, independent contractors, directors, managers, officers, Affiliates or the Seller's equityholders.

(xiv) "Class A Units" means Class A-1 Units in the Company as set forth in the H&W LLC Agreement.

(xv) "Class A Value Per Unit" means at any time after a Public Offering the economic value of a Class A Unit derived from the Equity Trading Value of the Publicly Traded Securities for which a Class A Unit is exchangeable. For avoidance of doubt, the Class A Value Per Unit is based solely on the then market price of the Publicly Traded Securities for which a Class A Unit is exchangeable.

(xvi) "Closed Studio" has the meaning set forth in Section 1.1(e)(i).

(xvii) "Closing" has the meaning set forth in Section 2.1.

(xviii) "Closing Date" has the meaning set forth in Section 2.1.

(xix) "COBRA" has the meaning set forth in Section 3.12.

(xx) "Code" has the meaning set forth in Section 2.2(i).

(xxi) "Company" has the meaning set forth in the recitals.

(xxii) "Company Benefit Plans" has the meaning set forth in Section 4.11.

(xxiii) "Company Fundamental Representations" has the meaning set forth in Section 6.6(b).

(xxiv) "Company Indemnitees" has the meaning set forth in Section 6.1.

(xxv) "Company Intellectual Property" has the meaning set forth in Section 4.8(a).

(xxvi) "Company Sale" means (i) change in the ownership of the Company or Xponential which occurs on the date that any one Person, or more than one Person acting as a group, acquires ownership of the equity of the Company or Xponential that, together with the equity held by such Person, constitutes more than fifty percent (50%) of the total voting power of the equity of the Company or Xponential; provided, however, that for the avoidance of doubt, the acquisition of additional equity by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the equity of the Company or Xponential will be considered a Company Sale; or (ii) a sale of substantially all of the Company's or Xponential's assets provided, however, that for purposes of this subsection (ii), the following will not constitute a change in the ownership of a substantial portion of the Company's or Xponential's assets: (A) a transfer to an entity that is controlled by the Company's or Xponential's members immediately after the transfer, or (B) a transfer of assets by the Company or Xponential to: (1) a member of the Company or Xponential (immediately before the asset transfer) in exchange for or with respect to the Company's or Xponential's equity, (2) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company or Xponential, (3) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding equity of the Company or Xponential, or (4) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in this clause (ii)(B)(3).

(xxvii) "Competing Business" has the meaning set forth in Section 5.4.

(xxviii) "Confidential Information" means all information regarding the Company, Xponential, or the Selling Parties, their activities, business or clients that is the subject of reasonable efforts by the Company, Xponential, or the Seller to maintain its confidentiality and that is not generally disclosed by practice or authority to persons not employed by the Company, Xponential, or the Selling Parties, whether or not rising to the level of a Trade Secret under applicable law. "Confidential Information" shall include Trade Secrets; financial plans and data concerning the Company, Xponential, or the Selling Parties; management planning information; business plans; operational methods; market studies; marketing plans or strategies; exercise techniques, regiments or plans; customer lists; customer files, data and financial information, details of customer contracts; current and anticipated customer requirements; identifying and other information pertaining to business referral sources; past, current and planned research and development; business acquisition plans; and new personnel acquisition plans. "Confidential Information" shall not include information (a) which is or becomes generally available to the public other than as a result of a disclosure by (i) a Selling Party or its representatives, or (ii) the Company or its representatives, (b) that becomes legally available to a Party on a non- confidential basis from any Third Party, the disclosure of which to such Party does not, to the Knowledge of such Party, violate any contractual or legal obligation such Third Party has to the other Party with respect to such information; or (c) information that is explicitly approved for disclosure by a Party. This definition shall not limit any definition of "confidential information" or any equivalent term under state or federal law.

(xxix) "Consent" means any consent, approval, authorization, clearance, exception, waiver or similar affirmation by any Person pursuant to any Contract, Law, Order or Permit.

(xxx) "Contract" means any written or oral agreement, arrangement, commitment, contract, indenture, instrument, lease, license, obligation, mortgage, plan, practice, restriction, understanding, or legally binding undertaking of any kind or character.

(xxxi) "COVID-19" means the infectious disease caused by severe acute respiratory syndrome coronavirus 2(SARS-CoV-2) and commonly known as "COVID-19", and any evolutions or mutations thereof or related or associated epidemics, pandemic or disease outbreaks.

(xxxii) "COVID-19 Pandemic" means the pandemic caused by COVID-19 which, as of the date hereof, has spread throughout the world and has resulted in Governmental Entities implementing numerous measures to try to contain COVID-19, including travel bans and restrictions, quarantines, shelter in place orders and shutdowns.

(xxxiii) "Deductible" has the meaning set forth in Section 6.7(b).

(xxxiv) "Default" means (A) any breach or violation of, default under, contravention of, or conflict with, any Contract, Law, Order, or Permit; (B) any occurrence of

any event that with the passage of time or the giving of notice or both would constitute a breach or violation of, default under, contravention of, or conflict with, any Contract, Law, Order, or Permit; or (C) any occurrence of any event that with or without the passage of time or the giving of notice would give rise to a right of any Person to exercise any remedy or obtain any relief under, terminate or revoke, suspend, cancel, or modify or change the current terms of, or renegotiate, or to accelerate the maturity or performance of, or to increase or impose any Liability under, any Contract, Law, Order, or Permit.

(xxxv) "Domain Name Assignment" has the meaning set forth in Section 2.2(d).

(xxxvi) "Employee Benefit Plan" means collectively, each pension, retirement, profit-sharing, 401(k), savings, employee stock ownership, stock option, share purchase, stock appreciation rights, restricted stock, phantom stock, stock bonus, retention, severance pay, termination pay, change in control, vacation, holiday, sick pay, supplemental unemployment, salary continuation, bonus, incentive, deferred compensation, executive compensation, medical, vision, dental, life insurance, accident, disability, fringe benefit, flexible spending account, cafeteria, or other similar plan, fund, policy, benefit, program, practice, custom, agreement, arrangement or understanding for the benefit of any current or former officer, employee, director, retiree, or independent contractor or any spouse, dependent or beneficiary thereof whether or not such Employee Benefit Plan is or is intended to be (A) arrived at through collective bargaining or otherwise, (B) funded or unfunded, (C) covered or qualified under the Code, ERISA or other applicable law, (D) set forth in an employment agreement or consulting agreement and (E) written or oral.

(xxxvii) "Equity Trading Value" means at any time after a Public Offering, the aggregate net equity value of the Company's or the applicable Company Subsidiary's Publicly Traded Securities as determined by the average per share closing price of such Publicly Traded Securities reported on the Nasdaq National Market, New York Stock Exchange or other applicable securities exchange for the thirty (30) consecutive trading days ending on the trading day immediately preceding such measurement date, provided such average per share shall be based on twenty (20) consecutive trading days for the Additional Units granted pursuant to Section 1.1(i)(3).

(xxxviii) "Equityholders" has the meaning set forth in the recitals.

(xxxix) "ERISA" has the meaning set forth in Section 3.12.

(xl) "Excluded Assets" has the meaning set forth in Section 1.3.

(xli) "Excluded Liabilities" has the meaning set forth in Section 1.5.

(xlii) "Excluded Taxes" means any of the following (in each case, whether imposed, assessed, due or otherwise payable directly, as a successor or transferee (including under Treasury Regulations Section 1.1502-6 or any similar state, local or non-U.S. law or regulation), pursuant to a Contract or other agreement entered into (or assumed by) any Selling Party on or prior to the Closing Date, shown as payable on a Tax Return (including an amended Tax Return), resulting from an adjustment or assessment by a Regulatory Authority by means of withholding, or for any other reason, and whether disputed or not), without duplication: (A) all

Taxes with respect to the Business or the Acquired Assets that are attributable to a taxable period that begins on or prior to the Closing Date (or portion thereof based on a closing of the books methodology), (B) Taxes of the Seller or any of its Affiliates (including the Selling Parties, Merger Sub, Newco, and the Equityholders), (C) Taxes or Liabilities resulting from the Seller Merger, the Newco Merger, the Reorganization, or any of the steps described in the introduction paragraphs hereof, (D) Transfer Taxes, and (E) Liabilities resulting from a breach of representation, warranty, or covenant herein relating to Taxes.

(xliii) "Fair Market Value" has the meaning set forth in the H&W LLC Agreement.

(xliv) "Financial Statements" has the meaning set forth in Section 3.4.

(xlv) "Founders" means Andy Stenzler, Anthony DiMarco and Eugene Remm.

(xlvi) "Franchise Agreement" means any Contract pertaining to the establishment and operation of a studio or other facility under the "Rumble" trade name and otherwise using the Franchise System, including license agreements, option agreements, master franchise agreements, multi-unit or area development agreements and any similar agreements, and including any addendum, amendment, extension or renewal thereof, and together with any guarantee or other instrument or agreement relating thereto.

(xlvii) "Franchise Business" means the creation, development, oversight and licensing of the Franchise System to franchisees and all other aspects of such business other than the operation of studios or franchises.

(xlviii) "Franchise System" means the franchise system under the "Rumble" trade name and otherwise using the Seller Intellectual Property and business system.

(xlix) "Fraud" means actual common law fraud involving an intent to deceive.

(l) "GAAP" means generally accepted accounting principles as employed in the United States of America.

(li) "Governmental Entity" means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of United States federal, state or local government or foreign, international, multinational, sovereign, tribal nation or other government, including any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority or instrumentality of any kind thereof including any court, tribunal, arbitral body, arbitrator, administrative agency, department, ministry or commission.

(lii) "H&W LLC Agreement" means that certain Sixth Amended and Restated Limited Liability Company Operating Agreement of H&W Franchise Holdings LLC, dated as of the date hereof.

(liii) "Historical Financial Statements" has the meaning set forth in Section 3.4.

(liv) "Indebtedness" of any Person means, without duplication, (A) the outstanding principal amount of, accreted value, accrued and unpaid interest, prepayment and redemption premiums, penalties, fees and charges (if any), unpaid fees or expenses and other monetary obligations in respect of indebtedness of such Person for money borrowed (whether or not evidenced by notes, debentures, bonds or otherwise); (B) all obligations of such Person issued or assumed as the deferred purchase price of property or services, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement including the current liability portion of any indebtedness for borrowed money; (C) any other indebtedness that is evidenced by a note, bond, debenture, acceptance or similar instrument, or arising out of letters of credit, bankers' acceptances, or similar credit transactions issued for such Person's account, (D) all obligations of such Person under leases that have been or that are required to be capitalized in accordance with GAAP; (D) the net obligations for which such Person is obligated pursuant to any interest rate swap, currency swap, forward currency or interest rate contracts or other interest rate or currency hedging arrangements, (E) all obligations of such Person arising in connection with any acquisition of assets or businesses to such Person of such assets or businesses and the payment of which is dependent on the future earnings or performance of such assets or businesses and contained in the agreement relating to such acquisition or in an employment agreement delivered in connection therewith, (F) all obligations of the type referred to in clauses (A) through (E) of any Persons the payment of which such Person is responsible or liable, directly or indirectly, as guarantor or otherwise; and (F) all obligations of the type referred to in clauses (A) through (F) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person). For purposes hereof, Indebtedness shall include all interest, prepayment penalties, premiums, fees and expenses (if any) which would be payable if all of the Indebtedness referred to in this definition was paid in full at the Closing.

(lv) "Indemnification Claim" has the meaning set forth in Section 6.4(a).

(lvi) "Indemnitee" has the meaning set forth in Section 6.3.

(lvii) "Indemnitor" has the meaning set forth in Section 6.4(a).

(lviii) "Information" means information or documentation owned by the Seller, including financial data, business plans, personnel information (to the extent transferrable under applicable Law), drawings, samples, devices, trade secrets, technical information, results of research and other data in either oral or written form.

(lix) "Initial Issue Price Per Unit" means (i) with respect to the Initial Units [***] per Class A Unit and (ii) with respect to the Additional Units the price per Class A Unit for each applicable tranche of Additional Units set forth in Sections 1.1(b)(ii)(1), (2) and (3).

(lx) "Intellectual Property Rights" means all of the following: (A) patents, patent applications, patent disclosures, invention disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in- part, division, revision, extension or reexamination thereof; (B) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans, Internet domain names and social media

accounts together with all goodwill associated with each of the foregoing; (C) copyrights, copyrightable works and mask works; (D) registrations and applications for registration for any of the foregoing; (E) Trade Secrets, Information and confidential information (including ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists and related information); (F) Software; and (G) all other intellectual property and proprietary rights including, without limitation, "Rumble TV".

(lxi) "Interim Financial Statement Date" has the meaning set forth in Section 3.4.

(lxii) "Interim Financial Statements" has the meaning set forth in Section 3.4.

(lxiii) "Initial Units" has the meaning set forth in Section 1.1(a).

(lxiv) "IRS" means the Internal Revenue Service of the United States.

(lxv) "Issued Units" has the meaning set forth in Section 1.1(a).

(lxvi) "Knowledge" as used with respect to (a) each Selling Party (including references to such Person being aware of a particular matter) means the knowledge after reasonable inquiry of the Founders and (b) the Company (including references to the Company being aware of a particular matter) means the knowledge after reasonable inquiry of Anthony Geisler and Mark Grabowski.

(lxvii) "Labor Claims" means claims, investigations, charges, citations, hearings, consent decrees, or litigation concerning: wages, compensation, bonuses, commissions, awards, or payroll deductions; equal employment or human rights violations regarding race, color, religion, sex, national origin, age, handicap, veteran's status, marital status, disability, or any other recognized class, status, or attribute under any federal, state, local or foreign equal employment Law prohibiting discrimination; representation petitions or unfair labor practices; grievances or arbitrations pursuant to current or expired collective bargaining agreements; occupational safety and health; workers' compensation; wrongful termination, negligent hiring, invasion of privacy or defamation; immigration or any other claim based on the employment relationship or termination of the employment relationship.

(lxviii) "Law" means any code, directive, law (including common law), ordinance, regulation, guideline, reporting or licensing requirement, rule, or statute applicable to a Person or its assets, Liabilities, or business, including those promulgated, interpreted or enforced by any Regulatory Authority.

(lxix) "Leased Worker" means any worker provided by a staffing company, temporary employee agency, professional employer organization or similar entity.

(lxx) "Liability" means any direct or indirect, primary or secondary, liability, indebtedness, obligation, penalty, cost or expense (including costs of investigation, collection and defense), Tax, claim, deficiency, guaranty or endorsement of or by any Person (other than

endorsements of notes, bills, checks, and drafts presented for collection or deposit in the Ordinary Course of Business) of any type, secured or unsecured, whether accrued, absolute or contingent, direct or indirect, liquidated or unliquidated, matured or unmatured, known or unknown or otherwise.

(lxxi) "Lien" means any conditional sale agreement, covenant, default of title, easement, encroachment, encumbrance, hypothecation, infringement, lien, mortgage, pledge, reservation, restriction, right of way, security interest, title retention or other security arrangement, or any adverse right or interest, charge, or claim of any nature whatsoever of, on, or with respect to any property or property interest, other than Permitted Encumbrances.

(lxxii) "Litigation" means any suit, action, administrative or other audit (other than regular audits of financial statements by outside auditors) proceeding, arbitration, cause of action, charge, claim, complaint, demand, dispute, compliance review, criminal prosecution, grievance inquiry, hearing, inspection, investigation (governmental or otherwise), notice (written or oral) by any Person alleging potential Liability or requesting information relating to or affecting Seller, its Business, any of its assets or properties or its insurance policies, or the transactions contemplated by this Agreement.

(lxxiii) "LLCA Amendment" has the meaning set forth in Section 2.2(f).

(lxxiv) "Loss" means any and all direct or indirect Litigation, payments, recoveries, deficiencies, fines, penalties, interest, assessments, losses, material diminution in the value of assets, damages), Liabilities, Taxes, judgment, costs, expenses (including (A) interest, penalties and reasonable attorneys' fees and expenses, (B) reasonable attorneys' fees and expenses necessary to enforce rights to indemnification hereunder, and (C) consultant's fees and other costs of defense or investigation), and interest on any amount payable to a Third Party as a result of the foregoing, whether accrued, absolute, contingent, known, unknown, or otherwise as of the Closing Date or thereafter.

(lxxv) "Material Adverse Effect" means with respect to (a) the Selling Parties, any event, change, development, occurrence or effect that, individually or in the aggregate, is or would reasonably be expected to be materially adverse to the Business or the Acquired Assets, taken as a whole and (b) to the Company and its Subsidiaries, any event, change, development, occurrence or effect that, individually or in the aggregate, is or would reasonably be expected to be materially adverse to the Company or its Subsidiaries, taken as a whole.

(lxxvi) "Materiality Scrape" has the meaning set forth in Section 6.7(d).

(lxxvii) "Merger Sub" has the meaning set forth in the recitals.

(lxxviii) "Minority Sale" has the meaning set forth in Section 1.1(b)(iii).

(lxxix) "Net Equity Valuation" (i) in the event of an Public Offering, means the aggregate net equity value of the Publicly Traded Securities and (ii) in the event of a Company Sale, the aggregate net equity value of the Company's Class A-1 Units and Class A-2 Units and for avoidance of doubt excluding all amounts necessary to satisfy all of the Company's then outstanding Class A-3 Units, Class A-4 Units and Class A-5 Units and indebtedness.

(lxxx) "New Studio" has the meaning set forth in Section 1.1(e)(ii).

(lxxxi) "Newco Merger" has the meaning set forth in the recitals.

(lxxxii) "Non-Assignable Assets" has the meaning set forth in Section 2.6(a).

(lxxxiii) "Order" means any decree, injunction, judgment, order, ruling, writ, quasi- judicial decision or award or administrative decision or award of any federal, state, local, foreign or other court, arbitrator, mediator, tribunal, administrative agency or Regulatory Authority to which any Person is a party or that is or may be binding on any Person or its securities, assets or business.

(lxxxiv) "Ordinary Course of Business" means the following: an action taken by a Person will be deemed to have been taken in the Ordinary Course of Business only if that action: (A) is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person; (B) does not require authorization by the board of directors or shareholders (or equivalents) of such Person (or by any Person or group of Persons exercising similar authority) and does not require any other separate or special authorization of any nature; and (C) is similar in nature, scope and magnitude to actions customarily taken, without any separate or special authorization, in the ordinary course of the normal, day-to-day operations of other Persons that are in the same line of business as such Person. "Ordinary Course of Business" will be determined without giving effect to COVID- 19 or the COVID-19 Pandemic.

(lxxxv) "Parent" has the meaning set forth in the recitals.

(lxxxvi) "Party" means any party hereto and "Parties" means all parties hereto.

(lxxxvii) "Permit" means any Regulatory Authority approval, authorization, certificate, easement, filing, franchise, license, notice, permit, or right to which any Person is a party or that is or may be binding upon or inure to the benefit of any Person or its securities, assets, or business.

(lxxxviii) "Permitted Encumbrances" means (a) Liens for Taxes not yet due and payable for which appropriate reserves have been established in accordance with GAAP, and (b) non-exclusive licenses of Intellectual Property Rights granted by the Seller, the Company or its Subsidiaries, as applicable, in the Ordinary Course of Business to the extent disclosed on Schedule 3.7(b) hereof.

(lxxxix) "Person" means a natural person or any legal, commercial or Governmental Entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, limited liability partnership, trust, business association, group acting in concert, or any person acting in a representative capacity.

(xc) "Personal Data" means any information defined as "personal information", "personally identifiable information", "personal data" or any functional equivalent of these terms relevant under any Privacy and Security Requirements.

(xci) "Privacy and Security Requirements" means, to the extent applicable to the Selling Parties, (i) any Laws, Privacy Contracts, or Privacy Policies and (ii) the Payment Card Industry Data Security Standard.

(xcii) "Privacy Contracts" means all Contracts between the Seller and any Person that address the collection, retention, storage, processing, sharing, transmission, confidentiality, security, use and/or disclosure of Personal Data, Trade Secrets, or confidential information, including, without limitation, all such Contracts used in the provision of any deliverables or services to third parties.

(xciii) "Privacy Laws" means any Laws that relate to and/or address privacy, security, data use, consumer tracking, consumer targeting, data protection and destruction, data breach notification or data transfer issues, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, the Genetic Information Nondiscrimination Act of 2008, and the Health Information Technology for Economic and Clinical Health Act of 2009, the Gramm-Leach-Bliley Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, 201 C.M.R. 17.00 et. seq., the General Data Protection Regulation (GDPR), the California Consumer Privacy Act of 2018 and all current and former implementing Laws, rules, regulations, and any guidelines issued by relevant industry organizations, in each case as applicable to the Seller or the Business.

(xciv) "Privacy Policies" means all written policies applicable to the Seller relating to the collection, use, storage, processing, transfer, disclosure, and protection of personal information, including all website and mobile application privacy policies and any such policies that are required by applicable Privacy Laws.

(xcv) "Public Offering" has the meaning set forth in the H&W LLC Agreement.

(xcvi) "Publicly Traded Securities" means, in connection with a Public Offering, shares of common equity that is traded on the Nasdaq National Market, New York Stock Exchange or other applicable securities exchange.

(xcvii) "Regulatory Authority" means any federal, state, county, local, foreign or other governmental, public or regulatory agencies, courts, administrative agency, authorities (including self-regulatory authorities), Taxing authorities or entities, instrumentalities, commissions, boards or bodies having jurisdiction over the Parties and their respective Subsidiaries.

(xcviii) "Related Person" with respect to a particular individual means: (A) each other member of such individual's Family; (B) any Person that is directly or indirectly controlled by any one or more members of such individual's Family; (C) any Person in which members of such individual's Family hold (individually or in the aggregate) a Material Interest; and (D) any Person with respect to which one or more members of such individual's Family serves as a director, officer, partner, executor or trustee (or in a similar capacity). With respect to a specified Person other than an individual: (V) any Person that directly or indirectly controls, is directly or indirectly controlled by or is directly or indirectly under common control with such specified Person; (W) any Person that holds a Material Interest in such specified Person;

(X) each Person that serves as a director, officer, partner, executor or trustee of such specified Person (or in a similar capacity); (Y) any Person in which such specified Person holds a Material Interest; and (Z) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity); provided that each Selling Party shall be deemed a Related Person of each other Selling Party. For purposes of this definition, (I) "control" (including "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and shall be construed as such term is used in the rules promulgated under the Securities Act; (II) the "Family" of an individual includes (1) the individual, (2) the individual's spouse, (3) any other natural person who is the parent, child, grandparent, grandchild or sibling of the individual or the individual's spouse and (4) any other natural person who resides with such individual; and (III) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of voting securities or other voting interests representing at least five percent (5%) of the outstanding voting power of a Person or equity securities or other equity interests representing at least five percent (5%) of the outstanding equity securities or equity interests in a Person.

(xcix) "Related Person Transaction" means with respect to (a) the Selling Parties, any agreement, arrangement, commitment, transaction or course of dealing between the Business, on the one hand, and any Related Person of the Selling Parties or group of such Related Persons, on the other hand and (b) the Company and its Subsidiaries, any agreement, arrangement, commitment, transaction or course of dealing between the business of the Company or any of its Subsidiaries, on the one hand, and any (i) Related Person of the Company or any of its Subsidiaries or (ii) group of such Related Persons, on the other hand.

(c) "Reorganization" has the meaning set forth in the recitals.

(ci) "Restricted Territory" has the meaning set forth in Section 5.4.

(cii) "Restrictive Covenants" has the meaning set forth in Section 5.6(a).

(ciii) "Restrictive Covenant Agreements" has the meaning set forth in Section 2.2(j).

(civ) "Rumble Fitness" has the meaning set forth in the recitals.

(cv) "Rumble Franchise Assignment" has the meaning set forth in Section 2.2(e).

(cvi) "Secured Promissory Note" has the meaning set forth in Section 2.2(d).

(cvii) "Security Breach" means any incident that constitutes a "security breach" under applicable Privacy Laws.

(cviii) "Securities Act" means the Securities Act of 1933, as amended, or any successor federal Law, and the rules and regulations promulgated thereunder, all as the same may from time to time be in effect.

(cix) "Seller" has the meaning set forth in the recitals.

(cx) "Seller Benefit Plans" has the meaning set forth in Section 3.12.

(cxi) "Seller Fundamental Representations" has the meaning set forth in Section 6.2(b).

(cxii) "Seller Indemnitees" has the meaning set forth in Section 6.2.

(cxiii) "Seller Information Systems" has the meaning set forth in Section 3.7(f).

(cxiv) "Seller Intellectual Property" has the meaning set forth in Section 1.2(b).

(cxv) "Seller Merger" has the meaning set forth in the recitals.

(cxvi) "Selling Parties" has the meaning set forth in the recitals.

(cxvii) "Software" means computer programs, application programming interfaces, libraries, compilers, assemblers, including management information systems and personal computer programs. The tangible manifestation of such programs may be in the form of, among other things, source code, flow diagrams, listings, object code and microcode, provided however "Software" shall not include off-the-shelf software that is generally commercially available.

(cxviii) "Studio Closure" has the meaning set forth in Section 1.1(e)(i).

(cxix) "Subscription Agreement" has the meaning set forth in Section 2.2(g).

(cxx) "Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, joint venture, or other legal entity of any kind of which such Person (either alone or through or together with one or more of its other Subsidiaries) owns, directly or indirectly, more than fifty percent (50%) of the capital stock or other equity interests the holders of which are (a) generally entitled to vote for the election of the board of directors or other governing body of such legal entity or (b) generally entitled to share in the profits or capital of such legal entity.

(cxxi) "Tangible Property" means any machinery, equipment, inventory, parts, furniture, leasehold improvements, office equipment, vehicles, tools, forms, supplies or other tangible property of any kind or nature whatsoever.

(cxxii) "Tax" means any federal, state, county, local, city or foreign tax, charge, fee, levy, impost, duty, or other assessment, including income, gross receipts, excise, employment, sales, use, transfer, recording, license, payroll, franchise, severance, documentary, stamp, occupation, windfall profits, environmental, federal highway use, commercial rent, customs duty, capital stock, paid-up capital, profits, withholding, Social Security, unincorporated business, single business, unemployment, disability, real property, personal property, registration, ad valorem, value added, unclaimed property, escheat, alternative or add-on minimum, estimated, or other tax or governmental fee of any kind whatsoever, imposed or required to be withheld by any Regulatory Authority, including any interest, penalties, and additions imposed thereon or with respect thereto.

(cxxiii) "Tax Return" means any return (including any informational return) report, statement, schedule, notice, form or other document or information filed with or submitted to, or required to be filed with or submitted to any Regulatory Authority in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of compliance with any legal requirement relating to any Tax.

(cxxiv) "Third Party" means any Person other than a Party.

(cxxv) "Third Party Claim" has the meaning set forth in Section 6.4(a).

(cxxvi) "Third Party Defense" has the meaning set forth in Section 6.5(a).

(cxxvii) "Total Consideration" means the actual amount of the Class A Units or other equity securities received by Seller.

(cxxviii) "Trade Secret" means any item of confidential information that constitutes a "trade secret(s)" under applicable common law or statutory law.

(cxxix) "Trademark Assignment" has the meaning set forth in Section 2.2(c).

(cxxx) "Transaction Documents" means this Agreement and the other documents or agreements to be executed in connection herewith.

(cxxxi) "Transaction Expenses" means all expenses of the Selling Parties incurred in connection with the preparation, execution, performance and/or consummation of this Agreement, the other Transaction Documents and the Closing, including (A) all brokerage commissions, fees, expenses and disbursements, (B) all fees, expenses or other payments made in order to obtain any consents or approvals or to give notices in connection with the transactions contemplated hereby, (C) all payments to employees of the Business which come due as a result of the transactions contemplated by this Agreement, including any change of control, stay or transaction bonuses, and (D) all fees and disbursements of attorneys, accountants, and other advisors and service providers payable by the Selling Parties.

(cxxxii) "Transfer Taxes" means (A) sales, use, transfer (including real property transfer or gains tax), recording, documentary, stamp, value added, registration, stock transfer, transaction and similar Taxes applicable to or arising as a result of the consummation of any of the transactions contemplated by this Agreement and/or any Transaction Document (but excluding any Taxes on income) and (B) any additions, penalties, or interest in respect thereof.

(cxxxiii) "Xponential" means Xponential Fitness, LLC, a Delaware limited liability company.

(cxxxiv) "Xponential's Financial Statement Date" has the meaning set forth in Section 4.5.

(cxxxv) "Xponential's Financial Statements" has the meaning set forth in Section 4.5.

(cxxxvi) "Xponential's Historical Financial Statements" has the meaning set forth in Section 4.5.

(cxxxvii) "Xponential's Interim Financial Statement Date" has the meaning set forth in Section 4.5.

(cxxxviii) "Xponential's Interim Financial Statements" has the meaning set forth in Section 4.5.

EXHIBIT B

BILL OF SALE

See attached.

EXHIBIT C

TRADEMARK ASSIGNMENT

See attached.

EXHIBIT D

DOMAIN NAME ASSIGNMENT

See attached.

EXHIBIT E

SECURED PROMISSORY NOTE

See attached.

EXHIBIT F

RUMBLE FRANCHISE ASSIGNMENT

See attached.

EXHIBIT G

AMENDMENT TO H&W LLC AGREEMENT

See attached.

EXHIBIT H

SUBSCRIPTION AGREEMENT

See attached.

EXHIBIT I

RESTRICTIVE COVENANT AGREEMENT

See attached.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "XPONENTIAL FITNESS, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF JANUARY, A.D. 2020, AT 7:56 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

7800154 8100
SR# 20200283347

Authentication: 202203815
Date: 01-16-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:56 PM 01/14/2020
FILED 07:56 PM 01/14/2020
SR 20200283347 - File Number 7800154

CERTIFICATE OF INCORPORATION

OF

XPONENTIAL FITNESS, INC.

FIRST: The name of this corporation is Xponential Fitness, Inc.

SECOND: Its Registered Office in the State of Delaware is to be located at 9 E. Loockermann Street, Suite 311, in the City of Dover, County of Kent 19901. The Registered Agent in charge thereof is Registered Agent Solutions, Inc.

THIRD: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of the total authorized capital stock of this corporation is One Thousand (1000) shares with a par value of $0.0001 per share.

FIFTH: The name and mailing address of the incorporator is as follows:

Nancy Nguyen
c/o Buchalter
1000 Wilshire Boulevard, Suite 1500
Los Angeles, California 90017

SIXTH: This corporation is to have perpetual existence.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of this corporation.

EIGHTH: Election of directors need not be by written ballot unless the bylaws of this corporation shall so provide.

NINTH: No director shall be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article NINTH shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

TENTH: The corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and

supplemented, indemnify any and all persons whom it shall have power to indemnify under said Section from and against any and all of the expenses, liabilities or other matters referred to or covered by said Section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The undersigned, for purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, hereby affirms and acknowledges under penalty of perjury that this Certificate of Incorporation is his act and deed and that the facts herein stated are true.

Dated: January 14, 2020

/s/ Nancy Nguyen
Nancy Nguyen
Incorporator

XPONENTIAL FITNESS, LLC
17877 VON KARMAN AVE, SUITE 100
IRVINE, CA 92614

January 14, 2020

Delaware Division of Corporation
401 Federal Street — Suite 4
Dover, DE 19901

Re: Xponential Fitness, Inc.

To Whom it May Concern:

The undersigned, Xponential Fitness, LLC, a Delaware Limited Liability Company, hereby grants permission and consent to the use of the name XPONENTIAL FITNESS, INC. upon the filing of the Certificate of Incorporation in the State of Delaware.

Very truly yours,

XPONENTIAL FITNESS, LLC

By: /s/ Megan Moen
Name: Megan Moen
Title: Executive Vice President of Finance

Exhibit 3.2

FORM OF

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

XPONENTIAL FITNESS, INC.

(Pursuant to Section 242 and 245 of

the General Corporation Law of the State of Delaware)

Xponential Fitness, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

FIRST: The name of the corporation is Xponential Fitness, Inc. The date of filing of its original certificate of incorporation with the Secretary of State of the State of Delaware was January 14, 2020.

SECOND: This Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation") amends and restates in its entirety the Corporation's certificate of incorporation as currently in effect and has been duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware (as from time to time in effect, the "General Corporation Law"), by written consent of the holders of all of the outstanding stock entitled to vote thereon in accordance with the provisions of Section 228 of the General Corporation Law. The effective date of this Certificate of Incorporation shall be the date it is filed with the Secretary of State of the State of Delaware.

THIRD: This Certificate of Incorporation amends and restates in its entirety the original certificate of incorporation of the Corporation to read as follows:

1. Name. The name of the Corporation is Xponential Fitness, Inc.

2. Address; Registered Office and Agent. The address of the Corporation's registered office in the State of Delaware is c/o Registered Agent Solutions, Inc., 9 E. Loockermann Street, City of Dover, County of Kent, State of Delaware 19901 and the name of its registered agent at such address is the Registered Agent Solutions, Inc.

3. Purposes. The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

4. Number of Shares.

4.1 The total number of shares of all classes of stock that the Corporation shall have authority to issue is [ ] shares, consisting of: (i) [ ] shares of common stock, divided into (a) [ ] shares of Class A common stock, with the par value of $0.0001 per share (the "**Class A Common Stock**") and (b) [ ] shares of Class B common stock, with the par value of $0.0001 per share (the "**Class B Common Stock**" and, together with Class A Common Stock, the "**Common Stock**"); and (ii) [ ] shares of preferred stock, with the par value of $0.0001 per share (the "**Preferred Stock**").

4.2 Subject to the rights of the holders of any one or more series of Preferred Stock then outstanding, the number of authorized shares of any class of the Common Stock or the Preferred Stock may be increased or decreased, in each case by the affirmative vote of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law, and no vote of the holders of any class of the Common Stock or the Preferred Stock voting separately as a class will be required therefor. Notwithstanding the immediately preceding sentence, the number of authorized shares of any particular class may not be decreased below the number of shares of such class then outstanding, plus:

(i) in the case of Class A Common Stock, the number of shares of Class A Common Stock issuable in connection with (x) the exchange or redemption of all LLC Units held by members of Xponential Intermediate Holdings LLC other than the Corporation, pursuant to Article 10 of the Amended LLC Agreement of Xponential Intermediate Holdings LLC and (y) the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class A Common Stock;

(ii) in the case of Class B Common Stock, the number of shares of Class B Common Stock issuable in connection with the vesting of unvested LLC Units held by members of Xponential Intermediate Holdings LLC other than the Corporation.

5. Classes of Shares. The designation, relative rights, preferences and limitations of the shares of each class of stock are as follows:

5.1 Common Stock.

(i) Voting Rights.

(1) Each holder of Class A Common Stock will be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, and each holder of Class B Common Stock will be entitled to one vote for each share of Class B Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, except that, in each case, to the fullest extent permitted by law and subject to Section 5.1(i)(2), holders of shares of each class of Common Stock, as such, will have no voting power with respect to, and will not be entitled to vote on, any amendment to this

Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of any outstanding Preferred Stock if the holders of such Preferred Stock are entitled to vote as a separate class thereon under this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or under General Corporation Law.

(2) (a) The holders of the outstanding shares of Class A Common Stock shall be entitled to vote separately upon any amendment to this Certificate of Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of such class of Common Stock in a manner that is disproportionately adverse as compared to the Class B Common Stock and (b) the holders of the outstanding shares of Class B Common Stock shall be entitled to vote separately upon any amendment to this Certificate of Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of such class of Common Stock in a manner that is disproportionately adverse as compared to the Class A Common Stock, it being understood that any merger, consolidation or other business combination shall not be deemed an amendment hereof if such merger, consolidation or other business combination (x) constitutes a Disposition Event in which holders of LLC Units are required to exchange such LLC Units pursuant to Section 10.05(b) of the Amended LLC Agreement of Xponential Intermediate Holdings LLC in such Disposition Event and receive consideration in such Disposition Event in accordance with the terms of the Amended LLC Agreement of Xponential Intermediate Holdings LLC as in effect prior to such Disposition Event and (y) provides for payments under or in respect of the tax receivable or similar agreement entered by the Corporation from time to time with any holders of Common Stock and/or securities of Xponential Intermediate Holdings LLC to be made in connection with any such merger, consolidation or other business combination in accordance with the terms of such tax receivable or similar agreement as in effect prior to such merger, consolidation or other business combination.

(3) Except as otherwise required in this Certificate of Incorporation or by applicable law, the holders of Common Stock will vote together as a single class on all matters (or, if any holders of Preferred Stock are entitled to vote together with the holders of Common Stock, as a single class with the holders of Preferred Stock).

(ii) Dividends; Stock Splits or Combinations.

(1) Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference senior to or the right to participate with the Class A Common Stock with respect to the payment of dividends, dividends of cash or property may be declared and paid on the Class A Common Stock out of the assets of the Corporation that are by law available therefor, at the times and in the amounts as the board of directors of the Corporation (the "Board") in its discretion may determine.

(2) Except as provided in Section 5.1(ii)(3) with respect to stock dividends, dividends of cash or property may not be declared or paid on shares of Class B Common Stock.

(3) In no event will any stock dividend, stock split, reverse stock split, combination of stock, reclassification or recapitalization be declared or made on any class of Common Stock (each, a "Stock Adjustment") unless (a) a corresponding Stock Adjustment for all other classes of Common Stock not so adjusted at the time outstanding is made in the same proportion and the same manner and (b) the Stock Adjustment has been reflected in the same economically equivalent manner on all LLC Units. Stock dividends with respect to each class of Common Stock may only be paid with shares of stock of the same class of Common Stock.

(iii) Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and of the preferential and other amounts, if any, to which the holders of Preferred Stock are entitled, if any, the holders of all outstanding shares of Class A Common Stock will be entitled to receive, *pari passu*, an amount per share equal to the par value thereof, and thereafter the holders of all outstanding shares of Class A Common Stock will be entitled to receive the remaining assets of the Corporation available for distribution ratably in proportion to the number of shares of Class A Common Stock. Without limiting the rights of the holders of Class B Common Stock to have their LLC Units redeemed or exchanged for shares of Class A Common Stock in accordance with Section 10.01 of the Amended LLC Agreement of Xponential Intermediate Holdings LLC (or for the consideration payable in respect of shares of Class A Common Stock in such voluntary or involuntary liquidation, dissolution or winding-up), the holders of shares of Class B Common Stock, as such, will not be entitled to receive, with respect to such shares, any assets of the Corporation in excess of the par value thereof, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

5.2 Preferred Stock. Shares of Preferred Stock may be issued from time to time in one or more series of any number of shares, provided that the aggregate number of shares issued and not retired of any and all such series shall not exceed the total number of shares of Preferred Stock hereinabove authorized, and with such powers, including voting powers, if any, and the designations, preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, all as shall hereafter be stated and expressed in the resolution or resolutions providing for the designation and issue of such shares of Preferred Stock from time to time adopted by the Board pursuant to authority so to do which is hereby expressly vested in the Board. The powers, including voting powers, if any, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Each series of shares of Preferred Stock: (i) may have such voting rights or powers, full or limited, if any; (ii) may be subject to redemption at such time or times and at such prices, if any; (iii) may be entitled to receive dividends (which may be cumulative or noncumulative) at such rate or rates, on such conditions and

at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or series of stock, if any; (iv) may have such rights upon the voluntary or involuntary liquidation, winding-up or dissolution of, upon any distribution of the assets of, or in the event of any merger, sale or consolidation of, the Corporation, if any; (v) may be made convertible into or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation (or any other securities of the Corporation or any other Person) at such price or prices or at such rates of exchange and with such adjustments, if any; (vi) may be entitled to the benefit of a sinking fund to be applied to the purchase or redemption of shares of such series in such amount or amounts, if any; (vii) may be entitled to the benefit of conditions and restrictions upon the creation of indebtedness of the Corporation or any subsidiary, upon the issue of any additional shares (including additional shares of such series or of any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Corporation or any subsidiary of, any outstanding shares of the Corporation, if any; (viii) may be subject to restrictions on transfer or registration of transfer, or on the amount of shares that may be owned by any Person or group of Persons; and (ix) may have such other relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof, if any; all as shall be stated in said resolution or resolutions of the Board providing for the designation and issue of such shares of Preferred Stock.

6. Class B Common Stock and LLC Units.

6.1 Automatic Transfer of Class B Shares.

(i) No holder of Class B Common Stock may transfer shares of Class B Common Stock to any person unless such holder transfers a corresponding number of LLC Units to the same person in accordance with the provisions of the Amended LLC Agreement of Xponential Intermediate Holdings LLC, as such agreement may be amended from time to time in accordance with the terms thereof. In the event that any outstanding share of Class B Common Stock ceases to be held directly or indirectly by a holder of an LLC Unit, such share of Class B Common Stock, if not transferred to another holder of LLC Units in a manner that would result in such other holder holding an equal or greater number of LLC Units than the number of shares of Class B Common Stock held by such other holder, shall automatically and without further action on the part of the Corporation or any such holder be transferred to the Corporation for no consideration and thereupon shall be retired.

(ii) In the event that any holder of Class B Common Stock exercises its right pursuant to Section 10.01 of the Amended LLC Agreement of Xponential Intermediate Holdings LLC to have its LLC Units redeemed or exchanged by Xponential Intermediate Holdings LLC, then simultaneously with the payment of cash or shares of Class A Common Stock to such holder by Xponential Intermediate Holdings LLC or the Corporation, the Corporation shall cancel for no consideration a number of shares of Class B Common Stock registered in the name of the redeeming or exchanging holder equal to the number of LLC Units so redeemed or exchanged in such redemption or exchange transaction.

6.2 Reservation of Shares of Class A Common Stock. The Corporation will at all times reserve and keep available out of its authorized and unissued shares of Class A Common Stock, solely for the purpose of the issuance upon redemption or exchange of LLC Units, the number of shares of Class A Common Stock that are issuable upon redemption or exchange of all outstandingLLC Units, pursuant to Article 10 of the Amended LLC Agreement of Xponential Intermediate Holdings LLC (assuming for this purpose that such redemption or exchange is settled in shares of Class A Common Stock). The Corporation covenants that all the shares of Class A Common Stock that are issued upon the redemption or exchange of such LLC Units will, upon issuance, be validly issued, fully paid and non-assessable.

6.3 Taxes. The issuance of shares of Class A Common Stock upon the exercise by holders of LLC Units of their right under Article 3.01 of the Amended LLC Agreement of Xponential Intermediate Holdings LLC to have their LLC Units redeemed or exchanged will be made without charge to such holders for any transfer taxes, stamp taxes or duties or other similar tax in respect of the issuance; provided, however, that if any such shares of Class A Common Stock are to be issued in a name other than that of the then record holder of the LLC Units being redeemed or exchanged (or The Depository Trust Company or its nominee for the account of a participant of The Depository Trust Company that will hold the shares for the account of such holder), then such holder and/or the Person in whose name such shares are to be delivered, shall pay to the Corporation the amount of any tax that may be payable in respect of any transfer involved in the issuance or shall establish to the reasonable satisfaction of the Corporation that the tax has been paid or is not payable.

6.4 Preemptive Rights. To the extent LLC Units are issued pursuant to the Amended LLC Agreement of Xponential Intermediate Holdings LLC to anyone other than the Corporation or a wholly owned subsidiary of the Corporation (including pursuant to Section [ ] (or any equivalent successor provision) of the Amended LLC Agreement of Xponential Intermediate Holdings LLC), an equivalent number of shares of Class B Common Stock (subject to adjustment as set forth herein) shall be issued at par to the same Person to which such LLC Units are issued; provided that unvested LLC Units shall only be entitled to an equivalent number of shares of Class B Common Stock upon vesting of the LLC Units held by members of Xponential Intermediate Holdings LLC other than the Corporation.

7. Board of Directors.

7.1 Number of Directors.

(i) The business and affairs of the Corporation shall be managed by, or under the direction of, the Board. Unless and except to the extent that the Amended and Restated By-laws of the Corporation (as such By-laws may be amended from time to time, the "By-laws") shall so require, the election of the directors of the Corporation (the "Directors") need not be by written ballot. Except as otherwise provided for or fixed pursuant to the provisions of Section 5.2 of this Certificate of Incorporation relating to the rights of the holders of any series of Preferred Stock to elect additional Directors, the total number of Directors constituting the entire Board shall be not less than three (3) nor more than thirteen (13), with the then authorized number of Directors constituting the entire Board being fixed from time to time by the Board.

(ii) During any period when the holders of any series of Preferred Stock have the right to elect additional Directors as provided for or fixed pursuant to the provisions of Section 5.2 ("Preferred Stock Directors"), upon the commencement, and for the duration, of the period during which such right continues: (i) the then total authorized number of Directors shall automatically be increased by such specified number of Preferred Stock Directors, and the holders of the related Preferred Stock shall be entitled to elect the Preferred Stock Directors pursuant to the provisions of the Board's designation for the series of Preferred Stock and (ii) each such Preferred Stock Director shall serve until such Preferred Stock Director's successor shall have been duly elected and qualified, or until such Preferred Stock Director's right to hold such office terminates pursuant to such provisions, whichever occurs earlier, subject to his or her earlier death, disqualification, resignation or removal. Except as otherwise provided by the Board in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect Preferred Stock Directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such Preferred Stock Directors elected by the holders of such Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such Preferred Stock Directors, shall forthwith terminate and the total and authorized number of Directors shall be reduced accordingly.

7.2 Staggered Board. The Board (other than Preferred Stock Directors) shall be divided into three (3) classes, as nearly equal in number as possible, designated Class I, Class II and Class III. Class I Directors shall initially serve until the first annual meeting of stockholders following the adoption of this Certificate of Incorporation; Class II Directors shall initially serve until the second annual meeting of stockholders following the adoption of this Certificate of Incorporation; and Class III Directors shall initially serve until the third annual meeting of stockholders following the adoption of this Certificate of Incorporation. Commencing with the first annual meeting of stockholders following the adoption of this Certificate of Incorporation, each Director of each class the term of which shall then expire shall be elected to hold office for a term ending on the date of the third annual meeting of stockholders next following the annual meeting at which such Director was elected. In case of any increase or decrease, from time to time, in the number of Directors (other than Preferred Stock Directors), the number of Directors in each class shall be apportioned as nearly equal as possible. The Board is authorized to designate the members of the Board in office at the time of adoption of this Certificate of Incorporation or at the time of the creation of a new directorship as Class I Directors, Class II Directors or Class III Directors. In making such designation, the Board shall equalize, as nearly as possible, the number of Directors in each class. In the event of any change in the number of Directors, the Board shall apportion any newly created directorships among, or reduce the number of directorships in, such class or classes as shall equalize, as nearly as possible, the number of Directors in each class. In no event will a decrease in the number of directors shorten the term of any incumbent director.

7.3 Vacancies and Newly Created Directorships. Subject to the rights of the holders of any one or more series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of Directors or any vacancies on the Board resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled only by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum of the Board. Any Director so chosen shall hold office until the next election of the class for which such Director shall have been chosen and until his or her successor shall be duly elected and qualified or until such Director's earlier death, disqualification, resignation or removal. No decrease in the number of Directors shall shorten the term of any Director then in office.

7.4 Removal of Directors. Except for Preferred Stock Directors, any Director or the entire Board may be removed from office at any time, but only for cause by the affirmative vote of the holders of at least two-thirds of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class; provided, however, that until the Majority Ownership Requirement is no longer met, any Director may be removed with or without cause by the affirmative vote of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class.

8. Meetings of Stockholders.

8.1 Action by Written Consent. From and after the date that the Majority Ownership Requirement is no longer met, any action required or permitted to be taken by the stockholders of the Corporation may be effected only at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders; provided, however, that any action required or permitted to be taken by the holders of Class B Common Stock, voting separately as a class, may be effected by the consent in writing of the holders of a majority of the total voting power of the Class B Common Stock entitled to vote thereon, voting together as a single class in lieu of a duly called annual or special meeting of holders of Class B Common Stock. Until the Majority Ownership Requirement is no longer met, any action required or permitted to be taken by the stockholders of the Corporation may be effected by the consent in writing of the holders of a majority of the total voting power of the Corporation entitled to vote thereon, voting together as a single class in lieu of a duly called annual or special meeting of stockholders.

8.2 Meetings of Stockholders. (i) An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting shall be held at such place, on such date, and at such time as the Board shall determine.

(ii) Subject to any special rights of the holders of any series of Preferred Stock, and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only (1) by or at the direction of the Board pursuant to a written resolution adopted by a majority of the total number of Directors that the Corporation would have if there were no vacancies or (2) by or at the direction of the Chairman, the Vice Chairman or the Chief Executive Officer. In addition, until the Majority Ownership Requirement is no longer met, special meetings of stockholders of the Corporation may be called by the Secretary of the Corporation at the request of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class. Any business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

8.3 No Cumulative Voting; Election of Directors by Written Ballot. There shall be no cumulative voting in the election of directors. Unless and except to the extent that the By-laws shall so require, the election of the Directors need not be by written ballot.

9. Business Combinations.

9.1 Section 203 of the General Corporation Law. The Corporation will not be subject to the provisions of Section 203 of the General Corporation Law until the Majority Ownership Requirement is no longer met. At that time, such election shall be automatically withdrawn and the Corporation will thereafter be governed by Section 203 of the General Corporation Law; provided that it shall only apply to a "person" that became an "interested stockholder" (each as defined in Section 203 of the General Corporation Law) after the Corporation became subject to Section 203 of the General Corporation Law.

10. Limitation of Liability.

10.1 To the fullest extent permitted under the General Corporation Law, as amended from time to time, no Director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director.

10.2 Any amendment or repeal of Section 10.1 shall not adversely affect any right or protection of a Director hereunder in respect of any act or omission occurring prior to the time of such amendment or repeal.

11. Indemnification.

11.1 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any Person (a "Covered Person") who was or is a party or is threatened to be made a party to or otherwise involved any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a Person for whom he or she is the legal representative, is or was a Director or officer of the Corporation or, while a Director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another entity or enterprise, including service with respect to employee benefit plans, against all liability and loss

suffered and expenses (including, without limitation, attorneys' fees and expenses, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended, and amounts paid or to be paid in settlement) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 11.3 with respect to Proceedings to enforce rights to indemnification or advancement of expenses or with respect to any compulsory counterclaim brought by such indemnitee, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized by the Board.

Any reference to an officer of the Corporation in this Article 11 shall be deemed to refer exclusively to the Chairman, Vice Chairman, Chief Executive Officer, President, Vice Presidents, Secretary, Treasurer and any other officers of the Corporation appointed pursuant to Section 5.01 of the Corporation's By-laws, and any reference to an officer of any other entity or other enterprise shall be deemed to refer exclusively to an officer appointed by the board of directors or equivalent governing body of such other entity pursuant to the certificate of incorporation and by-laws or equivalent organizational documents of such other entity or enterprise.

11.2 Prepayment of Expenses. To the extent not prohibited by applicable law, the Corporation shall pay the expenses (including attorneys' fees) incurred by a Covered Person in appearing at, participating in or defending any Proceeding in advance of its final disposition or in connection with a Proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Article 11 (which shall be governed by Section 11.3); provided, however, that to the extent required by applicable law or in the case of advance made in a Proceeding brought to establish or enforce a right to indemnification or advancement, such payment of expenses in advance of the final disposition of the Proceeding shall be made solely upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified or entitled to advancement of expenses under this Article 11 or otherwise.

11.3 Claims. If a claim for indemnification or advancement of expenses under this Article 11 is not paid in full within thirty (30) days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim or to obtain an advancement of expenses, as applicable. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Covered Person shall be entitled to be paid the expense of prosecuting or defending such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law. In (i) any suit brought by a Covered Person to enforce a right to indemnification hereunder (but not in a suit brought by a Covered Person to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be

entitled to recover such expenses upon a final adjudication that, such Person has not met any applicable standard for indemnification set forth in the General Corporation Law. Neither the failure of the Corporation (including by its Directors who are not parties to such action, a committee of such Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Covered Person is proper in the circumstances because the Covered Person has met the applicable standard of conduct set forth in the General Corporation Law, nor an actual determination by the Corporation (including by its Directors who are not parties to such action, a committee of such Directors, independent legal counsel or its stockholders) that the Covered Person has not met such applicable standard of conduct, shall create a presumption that such Person has not met the applicable standard of conduct or, in the case of such a suit brought by the Covered Person, be a defense to such suit.

11.4 Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article 11 shall not be exclusive of any other rights that such Covered Person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, the By-laws, agreement, vote of stockholders or disinterested Directors or otherwise.

11.5 Other Sources. Subject to Section 11.6, the Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another entity or enterprise shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other entity or enterprise.

11.6 Indemnitor of First Resort. In all events, (i) the Corporation hereby agrees that it is the indemnitor of first resort (i.e., its obligation to a Covered Person to provide advancement and/or indemnification to such Covered Person is primary and any obligation of any Principal Stockholder (including any Affiliate thereof other than the Corporation) to provide advancement or indemnification hereunder or under any other indemnification agreement (whether pursuant to contract, by-laws or charter), or any obligation of any insurer of any Principal Stockholder to provide insurance coverage, for the same expenses, liabilities, judgments, penalties, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such expenses, liabilities, judgments, penalties, fines and amounts paid in settlement) incurred by such Covered Person are secondary) and (ii) if any Principal Stockholder (or any Affiliate thereof, other than the Corporation) pays or causes to be paid, for any reason, any amounts otherwise indemnifiable hereunder or under any other indemnification agreement (whether pursuant to contract, by-laws or charter) with such Covered Person, then (x) such Principal Stockholder (or such Affiliate, as the case may be) shall be fully subrogated to all rights of such Covered Person with respect to such payment, (y) the Covered Person shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable such Principal Stockholder (or such Affiliate) effectively to bring suit to enforce such rights and (z) the Corporation shall fully indemnify, reimburse and hold harmless such Principal Stockholder (or such other Affiliate, as the case may be) for all such payments actually made by such Principal Stockholder (or such other Affiliate). Each of the Principal Stockholders (and any Affiliate thereof) shall be third-party beneficiaries with respect to this Section 11.6, entitled to enforce this Section 11.6.

11.7 Amendment or Repeal. Any amendment or repeal of the foregoing provisions of this Article 11 shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such amendment or repeal.

11.8 Other Indemnification and Prepayment of Expenses. This Article 11 shall not limit the right of the Corporation, to the extent and in the manner permitted by applicable law, to indemnify and to advance expenses to Persons other than Covered Persons when and as authorized by appropriate corporate action.

11.9 Reliance. Covered Persons who after the date of the adoption of this provision become or remain a Covered Person described in Article 11 will be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this Article 11 in entering into or continuing the service. The rights to indemnification and to the advance of expenses conferred in this Article 11 will apply to claims made against any Covered Person described in this Article 11 arising out of acts or omissions in respect of the Corporation or one of its subsidiaries that occurred or occur both prior and subsequent to the adoption hereof. The rights conferred upon Covered Persons in this Article 11 shall be contract rights and such rights shall continue as to a Covered Person who has ceased to be a Director or officer and shall inure to the benefit of the Covered Person's heirs, executors and administrators. Any amendment, alteration or repeal of this Article 11 that adversely affects any right of a Covered Person or its successors shall be prospective only and shall not limit, eliminate or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

11.10 Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law.

12. Adoption, Amendment or Repeal of By-Laws. In furtherance and not in limitation of the powers conferred by law, the Board is expressly authorized to make, alter, amend or repeal the By-laws subject to the power of the stockholders of the Corporation entitled to vote with respect thereto to make, alter, amend or repeal the By-laws; provided, that with respect to the powers of stockholders entitled to vote with respect thereto to make, alter, amend or repeal the By-laws, from and after the date that the Majority Ownership Requirement is no longer met, in addition to any other vote otherwise required by law, the affirmative vote of the holders of at least two-thirds of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, shall be required to make, alter, amend or repeal the By-laws.

13. Adoption, Amendment and Repeal of Certificate. Subject to Article 5, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by the General Corporation Law, and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, Directors or any other Persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended, are granted and held subject to this reservation. Notwithstanding anything to the contrary contained in this Certificate of Incorporation, and notwithstanding that a lesser percentage may be permitted from time to time by applicable law, no provision of Sections 7.2, 7.3 and 7.4 of Article 7, Sections 8.1 and 8.2 of Article 8 or Article 9, 12, 13 or 14 may be altered, amended or repealed in any respect, nor may any provision or by-law inconsistent therewith be adopted, unless in addition to any other vote required by this Certificate of Incorporation or otherwise required by law, (i) until the Majority Ownership Requirement is no longer met, such alteration, amendment, repeal or adoption is approved by, in addition to any other vote otherwise required by law, the affirmative vote of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class and (ii) from and after the date that the Majority Ownership Requirement is no longer met, such alteration, amendment, repeal or adoption is approved by, in addition to any other vote otherwise required by law, the affirmative vote of the holders of at least two-thirds of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, at a meeting of the stockholders called for that purpose.

14. Forum for Adjudication of Disputes. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any Director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the General Corporation Law or (iv) any action asserting a claim governed by the internal affairs doctrine. The provisions of this Article 14 do not apply to claims arising under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended. Any Person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of consent to the provision of this Article 14.

15. Severability. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any

way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its Directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

16. Corporate Opportunity. The Corporation waives, to the maximum extent permitted by law, the application of the doctrine of corporate opportunity, or any other analogous doctrine, with respect to directors, officers, stockholders and affiliates of holders of our Series A convertible preferred stock and Series A-1 convertible preferred stock and Snapdragon Capital Partners or any of their respective Affiliates.

17. Definitions. As used in this Certificate of Incorporation, unless the context otherwise requires or as set forth in another Article or Section of this Certificate of Incorporation, the term:

(a) "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; provided, that (i) neither the Corporation nor any of its subsidiaries will be deemed an Affiliate of any stockholder of the Corporation or any of such stockholders' Affiliates and (ii) no stockholder of the Corporation will be deemed an Affiliate of any other stockholder of the Corporation, in each case, solely by reason of any investment in the Corporation or any rights conferred on such stockholder pursuant to the Stockholder Agreement (including any representatives of such stockholder serving on the Board).

(b) "Amended LLC Agreement of Xponential Intermediate Holdings LLC" means the Amended Limited Liability Company Agreement of Xponential Intermediate Holdings LLC, dated as of [ ], by and among the Corporation, the Post-IPO LLC Members and the other Persons that may become parties thereto from time to time, as the same may be amended, restated, supplemented and/or otherwise modified, from time to time.

(c) "Board" is defined in Section 5.1(ii)(1).

(d) "By-laws" is defined in Section 7.1.

(e) "Certificate of Incorporation" is defined in the recitals.

(f) "Chairman" means the Chairman of the Board.

(g) "Chief Executive Officer" means the Chief Executive Officer of the Corporation.

(h) "Class A Common Stock" is defined in Section 4.1.

(i) "Class B Common Stock" is defined in Section 4.1.

(j) "Common Stock" is defined in Section 4.1.

(k) "control" (including the terms "controlling" and "controlled"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of such subject Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

(l) "Corporation" means Xponential Fitness, Inc.

(m) "Covered Person" is defined in Section 11.1.

(n) "Director" is defined in Section 7.1.

(o) "Disposition Event" means any merger, consolidation or other business combination of the Corporation, whether effectuated through one transaction or series of related transactions (including a tender offer followed by a merger in which holders of Class A Common Stock receive the same consideration per share paid in the tender offer), unless, following such transaction, all or substantially all of the holders of the voting power of all outstanding classes of Common Stock and series of Preferred Stock that are generally entitled to vote in the election of Directors prior to such transaction or series of transactions, continue to hold a majority of the voting power of the surviving entity (or its parent) resulting from such transaction or series of transactions in substantially the same proportions as immediately prior to such transaction or series of transactions.

(p) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor law or statute, together with the rules and regulations promulgated thereunder.

(q) "General Corporation Law" is defined in the recitals.

(r) "LLC Unit" means a nonvoting interest unit of Xponential Intermediate Holdings LLC.

(s) "Xponential Intermediate Holdings LLC" means Xponential Intermediate Holdings LLC, a Delaware limited liability company or any successor thereto.

(t) "Majority Ownership Requirement" means the beneficial ownership (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) by the Post-IPO LLC Members and any Permitted Transferee collectively, of shares of Common Stock representing at least a majority of the issued and outstanding shares of Common Stock.

(u) "Permitted Transferee" means (i) in the case of any transferor that is not a natural person, any Person that is an Affiliate of such transferor and (ii) in the case of any transferor that is a natural person, (A) any Person to whom Common Stock is transferred from such transferor (1) by will or the laws of descent and distribution or (2) by gift without consideration of any kind; provided that, in the case of clause (2), such transferee is the spouse, the lineal descendant, sibling, parent, heir, executor, administrator, testamentary trustee, legatee or beneficiary of such transferor, (B) a trust that is for the exclusive benefit of such transferor or its Permitted Transferees under (A) above or (C) any institution qualified as tax-exempt under Section 501(c)(3) of the Code.

(v) "Person" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity.

(w) "Post-IPO LLC Members" means HW Investco, L.P., LAG Fit, Inc., Rumble Holdings LLC and certain other direct or indirect former equity holders in H&W Franchise Holdings LLC.

(x) "Preferred Stock" is defined in Section 4.1.

(y) "Preferred Stock Directors" is defined in Section 7.1.

(z) "Principal Stockholders" means the Post-IPO LLC Members and each of their respective Permitted Transferees.

(aa) "Proceeding" is defined in Section 11.1.

(bb) "Stock Adjustment" is defined in Section 5.1(ii)(3).

(cc) "Transfer" of a share of Class B Common Stock means, directly or indirectly, any sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation or other disposition or encumbrance of such share or any legal or beneficial interest in such share, in whole or in part, whether or not for value and whether voluntary or involuntary or by operation of law; provided, however, that the following shall not be considered a "Transfer": (i) the granting of a revocable proxy pursuant to the Stockholder Agreement or to officers or directors of the Corporation at the request of the Board in connection with actions to be taken at annual or special meetings of stockholders or in connection with any action by written consent of the stockholders solicited by the Board (at such times as action by written consent of stockholders is permitted under this Certificate of Incorporation); (ii) entering into a voting trust, agreement or arrangement (with or without granting a proxy) solely with the Corporation and/or its stockholders that (x) is disclosed either in a Schedule 13D filed with the Securities and Exchange Commission or in writing to the Secretary of the Corporation, (y) either has a term not exceeding one (1) year or is terminable by the holder of the shares subject thereto at any time and (z) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner; (iii) entering into a customary voting or support agreement (with or without granting a proxy) in connection with any merger, consolidation

or other business combination of the Corporation, whether effectuated through one transaction or series of related transactions (including a tender offer followed by a merger in which holders of Class A Common Stock receive the same consideration per share paid in the tender offer); (iv) the pledge of shares of capital stock of the Corporation by a stockholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction so long as such stockholder continues to exercise sole voting control over such pledged shares; provided, however, that a foreclosure on such shares or other similar action by the pledgee shall constitute a "Transfer"; or (v) the fact that the spouse of any holder of Class B Common Stock possesses or obtains an interest in such holder's shares of Class B Common Stock arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a "Transfer" of such shares of Class B Common Stock.

(dd) "Vice Chairman" means the Vice Chairman of the Board.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation of Xponential Fitness, Inc. has been duly executed by the officer below this _____ day of _____, 2021.

By: _____
Name: Anthony Geisler
Title: Chief Executive Officer

[*Signature Page to Amended and Restated Certificate of Incorporation*]

BYLAWS

OF

XPONENTIAL FITNESS, INC.

A Delaware Corporation

TABLE OF CONTENTS

BYLAWS OF

XPONENTIAL FITNESS, INC.
(A Delaware Corporation)

ARTICLE I

OFFICES

Section 1. *Registered Office.*

The registered office of the corporation shall be established and maintained by the Board of Directors within the State of Delaware. The Board of Directors is hereby granted full power and authority to change said registered office from one location to another. Said registered office may, but need not be, the same as its principal place of business.

Section 2. *Other Offices.*

Other business offices may at any time be established at any place or places within or without the State of Delaware as specified by the Board of Directors.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. *Place of Meetings.* All meetings of the stockholders shall be held at the principal registered office of the corporation or at any other place within or without the State of Delaware specified by the Board of Directors and stated in the notice of meeting or in a duly executed waiver thereof.

Section 2. *Annual Meeting.* The annual meeting of the stockholders shall be held at the time and date in each year fixed by the Board of Directors. At the annual meeting directors shall be elected, reports of the affairs of the corporation shall be considered, and any other business may be transacted that is within the power of the stockholders.

Section 3. *Special Meetings.* Subject to the rights of the holders of any class or series of Preferred Stock, special meetings of stockholders, unless otherwise prescribed by statute, may only be called, at any time, by the Board of Directors or the Chairman of the Board, if one shall have been elected.

Section 4. *Notice of Meetings.* Except as otherwise expressly required by statute, written notice of each annual and special meeting of stockholders stating the date, place and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each stockholder of record entitled to vote thereat not less than ten nor more than sixty days before the

date of the meeting. Notice shall be given personally or by mail and, if by mail, shall be sent in a postage prepaid envelope, addressed to the stockholder at his address as it appears on the records of the Corporation. Notice by mail shall be deemed given at the time when the same shall be deposited in the United States mail, postage prepaid. Notice may also be given by the corporation in the form of electronic transmission if consented to by the stockholder to whom the notice is given. Notice of any meeting shall not be required to be given to any person who attends such meeting, except when such person attends the meeting in person or by proxy for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, or who, either before or after the meeting, shall submit a signed written waiver of notice, in person or by proxy. Neither the business to be transacted at, nor the purpose of, an annual or special meeting of stockholders need be specified in any written waiver of notice.

Section 5. *List of Stockholders.* The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city, town or village where the meeting is to be held, which place shall be specified in the notice of meeting, or, if not specified, at the place where the meeting is to be held, or on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting . The list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. *Quorum, Adjournments.* The holders of a majority of the voting power of the issued and outstanding stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders, except as otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented by proxy at any meeting of stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or, if after adjournment a new record date is set, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 7. *Organization.* At each meeting of stockholders, the Chairman of the Board, if one has been elected or, in his absence or if one has not been elected, the President shall act as chairman of the meetings. The Secretary or, in his absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting shall act as secretary of the meeting and keep the minutes thereof.

Section 8. *Order of Business.* The order of business at all meetings of the stockholders shall be as determined by the chairman of the meeting.

Section 9. *Voting.* Except as otherwise provided by statute or the Certificate of Incorporation, each stockholder of the Corporation shall be entitled at each meeting of stockholders to one vote for each share of capital stock of the Corporation standing in his name on the record of stockholders of the Corporation:

(a) on the date fixed pursuant to the provisions of Section 7 of Article V of these bylaws as the record date for the determination of the stockholders who shall be entitled to notice of and to vote at such meeting; or

(b) if no such record date shall have been so fixed, then at the close of business on the day next preceding the day on which notice thereof shall be given, or, if notice is waived, at the close of business on the date next preceding the day on which the meeting is held.

Each stockholder entitled to vote at any meeting of stockholders may authorize another person or persons to act for him by a proxy signed by such stockholder or his attorney-in-fact, but no proxy shall be voted after three years from its date, unless the proxy provides for a longer period. Any such proxy shall be delivered to the secretary of the meeting at or prior to the time designated in order of business for so delivering such proxies. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power of the issued and outstanding stock of the Corporation entitled to vote thereon, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of the Certificate of Incorporation or of these bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by his proxy, if there by such proxy, and shall state the number of shares voted.

Section 10. *Inspectors.* The Board of Directors may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act, the chairman of the meeting shall, or if inspectors shall not have been appointed, the chairman of the meeting may, appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares of capital stock of the Corporation outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be stockholders.

Section 11. *Action Without a Meeting.* Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 30 days of the earliest dated consent delivered to the Corporation, written consents signed by a sufficient number of holders to take such action are delivered to the Corporation.

ARTICLE III

BOARD OF DIRECTORS

Section 1. *General Powers.* The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

Section 2. *Number, Election and Term of Office.* Subject to restrictions set forth in the Corporation's Certificate of Incorporation, as it may be amended or restated, and in accordance with the provisions of any written, agreement of the stockholders, the Board of Directors shall consist of between two (2) and nine (9) members. The number of directors constituting the initial Board of Directors shall be two (2). Thereafter, the number of directors may be fixed, from time to time, by the affirmative vote of a majority of the entire Board of Directors. Any decrease in the number of directors shall be effective at the time of the next succeeding annual meeting of stockholders unless there shall be vacancies in the Board of Directors, in which case such decrease may become effective at any time prior to the next succeeding annual meeting to the extent of the number of such vacancies. Directors need not be stockholders. Directors shall be elected annually by the stockholders. Directors shall be elected by a plurality of the votes of the shares present and entitled to vote on the election of directors at a meeting of the stockholders or in accordance with Article 2 Section 11 of these bylaws. Each director shall hold office until his successor shall have been elected and qualified, or until his death, or until he shall have resigned, or have been removed.

Section 3. *Place of Meetings.* Meetings of the Board of Directors shall be held at such place or places, within or without the State of Delaware, as the Board of Directors may from time to time determine or as shall be specified in the notice of any such meeting.

Section 4. *Annual Meeting.* The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such

annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such other time or place (within or without the State of Delaware) as shall be specified in a notice thereof given as hereinafter provided in Section 7 of this Article III.

Section 5. *Regular Meetings.* Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors may fix. If any day fixed for the regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board of Directors need not be given except as otherwise required by statute or these bylaws.

Section 6. *Special Meetings.* Special meetings of the Board of Directors may be called by the Chairman of the Board, if one shall have been elected, or by two or more directors of the Corporation or by the President.

Section 7. *Notice of Meetings.* Notice of each special meeting of the Board of Directors (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 7, in which notice shall be stated the time and place of the meeting. Except as otherwise required by these bylaws, such notice need not state the purposes of such meeting. Notice of each such meeting shall be mailed, postage prepaid, to each director, addressed to him at his residence or usual place of business, by first class mail, at least two days before the day on which such meeting is to be held, or shall be sent addressed to him at such place by telegraph, facsimile, electronic mail, or other similar means, or be delivered to him personally or be given to him by telephone or other similar means, at least twenty-four hours before the time at which such meeting is to be held. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting, except when he shall attend for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 8. *Quorum and Manner of Acting.* A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and, except as otherwise expressly required by statute or the Certificate of Incorporation or these bylaws, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting shall be given to all of the directors unless such time and place were announced at the meeting at which the adjournment was taken, in which case such notice shall only be given to the directors who were not present thereat. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. *Organization.* At each meeting of the Board of Directors, the Chairman of the Board, if one shall have been elected, or, in the absence of the Chairman of the Board or if one shall not have been elected, the President (or, in his absence, another director chosen by a

majority of the directors present) shall act as chairman of the meeting and preside thereat. The Secretary or, in his absence, any person appointed by the chairman shall act as secretary of the meeting and keep the minutes thereof.

Section 10. *Resignations.* Any director of the Corporation may resign at any time by giving written notice of his resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 11. *Vacancies.* Subject to the rights, if any, of the holders of any series of Preferred Stock then outstanding, any vacancy in the Board of Directors, whether arising from death, resignation, removal, an increase in the number of directors or any other cause, may be filled by the vote of a majority of the directors then in office, though less than a quorum, or by the sole remaining director. Each director so chosen shall hold office for a term expiring at the next annual meeting of stockholders and until such director's successor shall have been elected and qualified.

Section 12. *Compensation.* The Board of Directors shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

Section 13. *Committees.* The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, including an executive committee, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In addition, in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Except to the extent restricted by statute or the Certificate of Incorporation, each such committee, to the extent provided in the resolution creating it, shall have and may exercise all the powers and authority of the Board of Directors and may authorize the seal of the Corporation to be affixed to all papers which require it. Each such committee shall serve at the pleasure of the Board of Directors and have such name as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors.

Section 14. *Action by Consent.* Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors or such committee, as the case may be. Any person (whether or not then a director) may provide, whether through instruction to an agent or otherwise, that a consent to action will be effective at a future time (including a time determined upon the happening of an event), no later than 60 days after such instruction is given or such

provision is made and such consent shall be deemed to have been given for purposes of this subsection at such effective time so long as such person is then a director and did not revoke the consent prior to such time

Section 15. *Telephonic Meeting.* Unless restricted by the Certificate of Incorporation, any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting.

ARTICLE IV

OFFICERS

Section 1. *Number and Qualifications.* The officers of the Corporation shall be elected by the Board of Directors and shall include the President, the Secretary and the Treasurer. If the Board of Directors wishes, it may also elect as an officer of the Corporation a Chairman of the Board and may elect other officers (including one or more Vice Presidents, one or more Assistant Treasurers and one or more Assistant Secretaries) as may be necessary or desirable for the business of the Corporation. Any two or more offices may be held by the same person and no officer except the Chairman of the Board need be a director. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned or have been removed, as hereinafter provided in these bylaws.

Section 2. *Resignations.* Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon receipt. Unless otherwise specified herein, the acceptance of any such resignation shall not be necessary to make it effective.

Section 3. *Removal.* Any officer of the Corporation may be removed, either with or without cause, at any time, by the Board of Directors at any meeting thereof.

Section 4. *Chairman of the Board.* The Chairman of the Board, if one has been elected, shall be a member of the Board, an officer of the Corporation and, if present, shall preside at each meeting of the Board of Directors or the stockholders. He shall advise and counsel with the President, and in his absence with other executives of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

Section 5. *The President.* The President shall be the chief executive officer of the Corporation. He or she shall, in the absence of the Chairman of the Board or if a Chairman of the Board shall not have been elected, preside at each meeting of the Board of Directors or the stockholders. He or she shall perform all duties incident to the office of President and chief

executive officer and such other duties as may from time to time be assigned to him or her by the Board of Directors.

Section 6. *Vice President.* Each Vice President shall perform all such duties as from time to time may be assigned to him by the Board of Directors or the President. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors (or if there be no such determination, then the Vice Presidents in the order of their election), shall perform the duties of the President, and, when so acting, shall have the powers of and be subject to the restrictions placed upon the President with respect to the performance of such duties.

Section 7. *Treasurer.* The Treasurer shall

(a) have charge and custody of, and be responsible for, all the funds and securities of the Corporation;

(b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation;

(c) deposit all moneys and other valuables to the credit of the Corporation in such depositaries as may be designated by the Board of Directors or pursuant to its direction;

(d) receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever;

(e) disburse the funds of the Corporation and supervise the investments of its funds, taking proper vouchers therefor;

(f) render to the Board of Directors, whenever the Board of Directors may require, an account of the financial condition of the Corporation; and

(g) in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to her by the Board of Directors.

Section 8. *Secretary.* The Secretary shall

(a) keep or cause to be kept in one or more books provided for the purpose, the minutes of all meetings of the Board of Directors, the committees of the Board of Directors and the stockholders;

(b) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law;

(c) be custodian of the records and the seal of the Corporation and affix and attest the seal to all certificates for shares of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal;

(d) see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and

(e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to her by the Board of Directors.

Section 9. *The Assistant Treasurer.* The Assistant Treasurer, if any, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as from time to time may be assigned by the Board of Directors.

Section 10. *The Assistant Secretary.* The Assistant Secretary, if any, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of the election), shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties as from time to time may be assigned by the Board of Directors.

Section 11. *Officers' Bonds or Other Security.* If required by the Board of Directors, any officer of the Corporation shall give a bond or other security for the faithful performance of his duties, in such amount and with such surety as the Board of Directors may require.

Section 12. *Compensation.* The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE V

STOCK CERTIFICATES AND THEIR TRANSFER

Section 1. *Stock Certificates.* Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the Chairman of the Board or the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restriction of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the General Corporation Law of the State of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the designations, preferences and relative,

participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. *Facsimile Signatures*. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. *Lost Certificates.* The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as it may direct sufficient to indemnify it against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 4. *Transfers of Stock.* Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its records; *provided, however,* that the Corporation shall be entitled to recognize and enforce any lawful restriction on transfer. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of transfer if, when the certificates are presented to the Corporation for transfer, both the transferor and the transferee request the corporation to do so.

Section 5. *Transfer Agents and Registrars.* The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

Section 6. *Regulations.* The Board of Directors may make such additional rules and regulations, not inconsistent with these bylaws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

Section 7. *Fixing the Record Date.* In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any right in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 8. *Registered Stockholders.* The Corporation shall be entitled to recognize the exclusive right of a person registered on its records as the owner of shares of stock to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments a person registered on its records as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares of stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VI

INDEMNIFICATION

Section 1. *General*. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. *Derivative Actions.* The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. *Indemnification in Certain Cases*. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense

of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. *Procedure.* Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in such Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the stockholders.

Section 5. *Advances for Expenses.* Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall be ultimately determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VI.

Section 6. *Right Not Exclusive.* The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. *Insurance.* The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VI.

Section 8. *Definition of Corporation.* For the purposes of this Article VI, references to "the Corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

Section 9. *Survival of Rights.* The indemnification and advancement of expenses provided by, or granted pursuant to this Article VI shall continue as to a person who has ceased

to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

GENERAL PROVISIONS

Section 1. *Dividends.* Subject to the provisions of statute and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of stock of the Corporation, unless otherwise provided by statute or the Certificate of Incorporation.

Section 2. *Reserves.* Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors may, from time to time, in its absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors may think conducive to the interest of the Corporation. The Board of Directors may modify or abolish any such reserves in the manner in which they were created.

Section 3. *Seal.* The seal of the Corporation shall be in such form as shall be approved by the Board of Directors.

Section 4. *Fiscal Year.* The fiscal year of the Corporation shall be fixed, and once fixed, may thereafter be changed, by resolution of the Board of Directors.

Section 5. *Check, Notes, Drafts, Etc.* All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

Section 6. *Execution of Contracts, Deeds, Etc.* The Board of Directors may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

Section 7. *Voting of Stock in Other Corporations.* Unless otherwise provided by resolution of the Board of Directors, the Chairman of the Board or the President, from time to time, may (or may appoint one or more attorneys or agents to) cast the votes which the Corporation may be entitled to cast as a stockholder or otherwise in any other corporation, any of whose shares or securities may be held by the Corporation, at meetings of the holders of the shares or other securities of such other corporation. In the event one or more attorneys or agents are appointed, the Chairman of the Board or the President may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent. The Chairman of the Board or the President may, or may instruct the attorneys or agents appointed to, execute or cause to be executed in the name and on behalf of the Corporation and under its seal or

otherwise, such written proxies, consents, waivers or other instruments as may be necessary or proper in the circumstances.

ARTICLE VIII

AMENDMENTS

These bylaws may be amended or repealed or new bylaws adopted (a) by the stockholders, or (b) if authorized by law, by action of the Board of Directors at a regular or special meeting thereof. Any bylaw made by the Board of Directors may be amended or repealed by action of the stockholders.

Secretary's Certificate

The undersigned certifies that he is the duly elected, qualified and acting Secretary of Xponential Fitness, Inc., a Delaware corporation (the "Corporation"), and that attached hereto is a complete and correct copy of the Bylaws of the Corporation as duly adopted on January 14, 2020, by the written consent of the board of directors of the Corporation.

IN WITNESS WHEREOF, I have signed my name effective as of this 14th day of January 2020.

/s/ Anthony Geisler
Anthony Geisler, Secretary

Exhibit 3.4

FORM OF

AMENDED AND RESTATED BY-LAWS

of

XPONENTIAL FITNESS, INC.

(A Delaware Corporation)

TABLE OF CONTENTS

ARTICLE 1
DEFINITIONS

As used in these By-laws, unless the context otherwise requires, the term:

"**Assistant Secretary**" means an Assistant Secretary of the Corporation.

"**Assistant Treasurer**" means an Assistant Treasurer of the Corporation.

"**Board**" means the Board of Directors of the Corporation.

"**By-laws**" means the By-laws of the Corporation, as amended and restated.

"**Certificate of Incorporation**" means the Certificate of Incorporation of the Corporation, as amended and restated.

"**Chairman**" means the Chairman of the Board and includes any Executive Chairman.

"**Chief Executive Officer**" means the Chief Executive Officer of the Corporation.

"**control**" (including the terms "controlling" and "controlled"), with respect to the relationship between or among two or more persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of such subject person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

"**Corporation**" means Xponential Fitness, Inc.

"**Derivative**" is defined in Section 2.02(d)(iii).

"**Directors**" means the directors of the Corporation.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and any successor law or statute, and the rules and regulations promulgated thereunder.

"**Executive Chairman**" means the Executive Chairman of the Board.

"**General Corporation Law**" means the General Corporation Law of the State of Delaware, as amended.

"**law**" means any U.S. or non-U.S. federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a governmental authority (including any department, court, agency or official, or non-governmental self-regulatory organization, agency or authority and any political subdivision or instrumentality thereof).

"**Nominating Stockholder**" is defined in Section 3.03(b).

"**Notice of Business**" is defined in Section 2.02(c).

"**Notice of Nomination**" is defined in Section 3.03(c).

"**Notice Record Date**" is defined in Section 2.04(a).

"**Office of the Corporation**" means the executive office of the Corporation, anything in Section 131 of the General Corporation Law to the contrary notwithstanding.

"**President**" means the President of the Corporation.

"**Proponent**" is defined in Section 2.02(d)(i).

"**Public Disclosure**" is defined in Section 2.02(i).

"**SEC**" means the Securities and Exchange Commission.

"**Secretary**" means the Secretary of the Corporation.

"**Stockholder Associated Person**" is defined in Section 2.02(j).

"**Stockholder Business**" is defined in Section 2.02(b).

"**Stockholder Information**" is defined in Section 2.02(d)(iii).

"**Stockholder Nominees**" is defined in Section 3.03(b).

"**Stockholders**" means the stockholders of the Corporation.

"**Treasurer**" means the Treasurer of the Corporation.

"**Vice President**" means a Vice President of the Corporation.

"**Voting Commitment**" is defined in Section 3.04.

"**Voting Record Date**" is defined in Section 2.04(a).

ARTICLE 2
STOCKHOLDERS

Section 2.01. *Place of Meetings*. Meetings of Stockholders may be held within or without the State of Delaware, at such place or solely by means of remote communication or otherwise, as may be designated by the Board from time to time.

Section 2.02. *Annual Meetings; Stockholder Proposals*.

(a) A meeting of Stockholders for the election of Directors and other business shall be held annually at such date and time as may be designated by the Board from time to time.

(b) At an annual meeting of the Stockholders, only business (other than business relating to the nomination or election of Directors, which is governed by Section 3.03) that has been properly brought before the Stockholder meeting in accordance with the procedures set forth in this Section 2.02 shall be conducted. To be properly brought before a meeting of Stockholders, such business must be brought before the meeting (i) by or at the direction of the Board or any committee thereof or (ii) by a Stockholder who (A) was a Stockholder of record of the Corporation when the notice required by this Section 2.2 is delivered to the Secretary and at the time of the meeting, (B) is entitled to vote at the meeting and (C) complies with the notice and other provisions of this Section 2.02. Subject to Section 2.02(k), and except with respect to nominations or elections of Directors, which are governed by Section 3.03, Section 2.02(b)(ii) is the exclusive means by which a Stockholder may bring business before a meeting of Stockholders; *provided* that if Rule 14a-8 of the Exchange Act (or any successor rule) is applicable, a Stockholder may not bring business before any meeting if the Stockholder fails to meet the requirements of such rule. Any business brought before a meeting in accordance with Section 2.02(b)(ii) is referred to as "**Stockholder Business**."

(c) Subject to Section 2.02(k), at any annual meeting of Stockholders, all proposals of Stockholder Business must be made by timely written notice given by or on behalf of a Stockholder of record of the Corporation (the "**Notice of Business**") and must otherwise be a proper matter for Stockholder action. To be timely, the Notice of Business must be delivered personally or mailed to, and received at, the Office of the Corporation, addressed to the Secretary, by no earlier than one hundred and twenty (120) days and no later than ninety (90) days before the first anniversary of the date of the prior year's annual meeting of Stockholders; *provided*, *however*, that if (i) the annual meeting of Stockholders is advanced by more than thirty (30) days, or delayed by more than sixty (60) days, from the first anniversary of the prior year's annual meeting of Stockholders or (ii) no annual meeting was held during the prior year, the notice by the Stockholder to be timely must be received (A) no earlier than one hundred and twenty (120) days before such annual meeting and (B) no later than the later of ninety (90) days before such annual meeting and the tenth day after the day on which the notice of such annual meeting was made by mail or Public Disclosure; *provided*, *further*, that, solely for the purposes of the notice requirements under this Section 2.02(c), with respect to the annual meeting of stockholders of the Corporation for 2021, the date of the preceding year's annual meeting of stockholders shall be deemed to be May 1, 2020. In no event shall an adjournment, postponement or deferral, or Public Disclosure of an adjournment, postponement or deferral, of a Stockholder meeting commence a new time period (or extend any time period) for the giving of the Notice of Business.

(d) The Notice of Business must set forth:

(i) the name and record address of each Stockholder proposing Stockholder Business (the '**Proponent**"), as they appear on the Corporation's books;

(ii) the name and address of any Stockholder Associated Person;

(iii) as to each Proponent and any Stockholder Associated Person, (A) the class or series and number of shares of stock directly or indirectly held of record and beneficially by the Proponent or Stockholder Associated Person, (B) the date such shares

of stock were acquired, (C) a description of any agreement, arrangement or understanding, direct or indirect, with respect to such Stockholder Business between or among the Proponent, any Stockholder Associated Person or any others (including their names) acting in concert with any of the foregoing, (D) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, hedging transactions, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class of securities and/or borrowed or loaned shares) that has been entered into, directly or indirectly, as of the date of the Proponent's notice by, or on behalf of, the Proponent or any Stockholder Associated Person, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of the Proponent or any Stockholder Associated Person with respect to shares of stock of the Corporation or with a value derived in whole or in part from the value or decrease in value of any class or series of stock of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of stock of the Corporation or otherwise (a "**Derivative**"), (E) a description in reasonable detail of any proxy (including revocable proxies), contract, arrangement, understanding or other relationship pursuant to which the Proponent or Stockholder Associated Person has a right to vote any shares of stock of the Corporation, (F) any rights to dividends on the stock of the Corporation owned beneficially by the Proponent or Stockholder Associated Person that are separated or separable from the underlying stock of the Corporation, (G) any proportionate interest in stock of the Corporation or Derivatives held, directly or indirectly, by a general or limited partnership in which the Proponent or Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (H) any performance-related fees (other than an asset-based fee) that the Proponent or Stockholder Associated Person is entitled to based on any increase or decrease in the value of stock of the Corporation or Derivatives thereof, if any, as of the date of such notice. The information specified in Section 2.02(d)(i) to (iii) is referred to herein as "**Stockholder Information**";

(iv) Stockholder Information with respect to any stock or other interests of the Corporation held by members of the Proponent's or Stockholder Associated Person's immediate family sharing the same household;

(v) a representation to the Corporation that each Proponent is a holder of record of stock of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such Stockholder Business;

(vi) a brief description of the Stockholder Business desired to be brought before the annual meeting, the text of the proposal (including the text of any resolutions proposed for consideration and, if such business includes a proposal to amend the By-laws, the language of the proposed amendment) and the reasons for conducting such Stockholder Business at the meeting;

(vii) any material interest of each Proponent and any Stockholder Associated Person in such Stockholder Business;

(viii) a representation to the Corporation as to whether the Proponent intends (A) to deliver a proxy statement and form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt such Stockholder Business or (B) otherwise to solicit proxies from the Stockholders in support of such Stockholder Business;

(ix) all other information that would be required to be filed with the SEC if the Proponents or Stockholder Associated Persons were participants in a solicitation subject to Section 14 of the Exchange Act; and

(x) a representation and covenant for the benefit of the Corporation that the Proponents shall provide any other information reasonably requested by the Corporation.

(e) The Proponents shall also provide any other information reasonably requested by the Corporation within ten (10) business days after such request.

(f) In addition, the Proponent shall further update and supplement the information provided to the Corporation in the Notice of Business or upon the Corporation's request pursuant to Section 2.02(e) as needed, so that such information shall be true and correct as of the record date for the meeting and as of the date that is the later of ten (10) business days before the meeting or any adjournment or postponement thereof. Such update and supplement must be delivered personally or mailed to, and received at, the Office of the Corporation, addressed to the Secretary, by no later than five (5) business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than seven (7) business days before the date for the meeting (in the case of the update and supplement required to be made as of ten (10) business days before the meeting or any adjournment or postponement thereof).

(g) The person presiding over the meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the procedures set forth in this Section 2.02, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(h) If the Proponent (or a qualified representative of the Proponent) does not appear at the meeting of Stockholders to present the Stockholder Business, such business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.02, to be considered a qualified representative of the Stockholder, a person must be a duly authorized officer, manager or partner of such Stockholder or must be authorized by a writing executed by such Stockholder or an electronic transmission delivered by such Stockholder to act for such Stockholder as proxy at the meeting of Stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of Stockholders.

(i) "**Public Disclosure**" of any date or other information means disclosure thereof by a press release reported by the Dow Jones News Services, Associated Press or comparable U.S. national news service or in a document publicly filed by the Corporation with the SEC pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

(j) "**Stockholder Associated Person**" means, with respect to any Stockholder, (i) any other beneficial owner of stock of the Corporation that is owned by such Stockholder and (ii) any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Stockholder or such beneficial owner.

(k) The notice requirements of this Section 2.02 shall be deemed satisfied with respect to Stockholder proposals that have been properly brought under Rule 14a-8 of the Exchange Act and that are included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. Further, nothing in this Section 2.02 shall be deemed to affect any rights of the holders of any series of preferred stock of the Corporation pursuant to any applicable provision of the Certificate of Incorporation.

Section 2.03. *Special Meetings*. Special meetings of the Stockholders may be called only in the manner set forth in the Certificate of Incorporation. Notice of every special meeting of the Stockholders shall state the purpose or purposes of such meeting. Except as otherwise required by law, the business conducted at a special meeting of Stockholders shall be limited exclusively to the business set forth in the Corporation's notice of meeting, and the individual or group calling such meeting shall have exclusive authority to determine the business included in such notice.

Section 2.04. *Record Date*.

(a) For the purpose of determining the Stockholders entitled to notice of any meeting of Stockholders or any adjournment thereof, unless otherwise required by the Certificate of Incorporation or applicable law, the Board may fix a record date (the "**Notice Record Date**"), which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than sixty (60) or less than ten (10) days before the date of such meeting. The Notice Record Date shall also be the record date for determining the Stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such Notice Record Date, that a later date on or before the date of the meeting shall be the date for making such determination (the "**Voting Record Date**"). For the purposes of determining the Stockholders entitled to express consent to corporate action in writing without a meeting, unless otherwise required by the Certificate of Incorporation or applicable law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than ten (10) days after the date on which the record date was fixed by the Board. For the purposes of determining the Stockholders entitled to (i) receive payment of any dividend or other distribution or allotment of any rights, (ii) exercise any rights in respect of any change, conversion or exchange of stock or (iii) take any other lawful action, unless otherwise required by the Certificate of Incorporation or applicable law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than sixty (60) days prior to such action.

(b) If no such record date is fixed:

(i) the record date for determining Stockholders entitled to notice of, and to vote at, a meeting of Stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held;

(ii) the record date for determining Stockholders entitled to express consent to corporate action in writing without a meeting (unless otherwise provided in the Certificate of Incorporation), when no prior action by the Board is required by applicable law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law; and when prior action by the Board is required by applicable law, the record date for determining Stockholders entitled to express consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board takes such prior action; and

(iii) when a determination of Stockholders of record entitled to notice of, or to vote at, any meeting of Stockholders has been made as provided in this Section 2.04, such determination shall apply to any adjournment thereof, unless the Board fixes a new Voting Record Date for the adjourned meeting, in which case the Board shall also fix such Voting Record Date or a date earlier than such date as the new Notice Record Date for the adjourned meeting.

Section 2.05. *Notice of Meetings of Stockholders.* Whenever, under the provisions of applicable law, the Certificate of Incorporation or these By-laws, Stockholders are required or permitted to take any action at a meeting, notice shall be given stating the place, if any, date and hour of the meeting; the means of remote communication, if any, by which Stockholders and proxy holders may be deemed to be present in person and vote at such meeting; the Voting Record Date, if such date is different from the Notice Record Date; and, in the case of a special meeting, the purposes for which the meeting is called. Unless otherwise provided by these By-laws or applicable law, notice of any meeting shall be given, not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each Stockholder entitled to vote at such meeting as of the Notice Record Date. If mailed, such notice shall be deemed to be given when deposited in the U.S. mail, with postage prepaid, and directed to the Stockholder at his or her address as it appears on the records of the Corporation. An affidavit of the Secretary, an Assistant Secretary or the transfer agent of the Corporation that the notice required by this Section 2.05 has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. Any business that might have been transacted at the meeting as originally called may be transacted at the adjourned meeting. If, however, the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the meeting. If, after the adjournment, a new Voting Record Date is fixed for the adjourned meeting, the Board shall fix a new Notice Record Date in accordance with Section 2.04(b)(iii) hereof and shall give notice of such adjourned meeting to each Stockholder entitled to vote at such meeting as of the Notice Record Date.

Section 2.06. *Waivers of Notice*. Whenever the giving of any notice to Stockholders is required by applicable law, the Certificate of Incorporation or these By-laws, a waiver thereof, given by the person entitled to said notice, whether before or after the event as to which such notice is required, shall be deemed equivalent to notice. Attendance by a Stockholder at a meeting shall constitute a waiver of notice of such meeting except when the Stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purposes of, any regular or special meeting of the Stockholders need be specified in any waiver of notice.

Section 2.07. *List of Stockholders.* The Secretary shall prepare and make available, at least ten (10) days before every meeting of Stockholders, a complete, alphabetical list of the Stockholders entitled to vote at the meeting, and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder. Such list may be examined by any Stockholder, the Stockholder's agent or attorney, at the Stockholder's expense, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting, during ordinary business hours at the principal place of business of the Corporation or on a reasonably accessible electronic network as provided by applicable law. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any Stockholder who is present. If the meeting is held solely by means of remote communication, the list shall also be open for inspection as provided by applicable law. Except as provided by applicable law, the stock ledger shall be the only evidence as to who are the Stockholders entitled to examine the list of Stockholders or to vote in person or by proxy at any meeting of Stockholders.

Section 2.08. *Quorum of Stockholders; Adjournment.* Except as otherwise provided by these By-laws, at each meeting of Stockholders, the presence in person or by proxy of the holders of a majority of the voting power of all outstanding shares of stock entitled to vote at the meeting of Stockholders shall constitute a quorum for the transaction of any business at such meeting, except that, where a separate vote by a class or series of classes of shares is required, a quorum shall consist of no less than a majority of the voting power of all outstanding shares of stock of such class or series of classes, as applicable. In the absence of a quorum, the holders of a majority in voting power of the shares of stock present in person or represented by proxy at any meeting of Stockholders, including an adjourned meeting, may adjourn such meeting to another time and place. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of Directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; *provided*, *however*, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 2.09. *Voting; Proxies*. Unless otherwise provided by the General Corporation Law or in the Certificate of Incorporation, every Stockholder entitled to vote at any meeting of Stockholders shall be entitled to one vote for each share of stock held by such Stockholder which has voting power upon the matter in question. At any meeting of Stockholders, all matters other than the election of Directors, except as otherwise provided by the Certificate of Incorporation, these By-laws or any applicable law, shall be decided by the affirmative vote of a majority in

voting power of shares of stock present in person or represented by proxy and entitled to vote thereon. At all meetings of Stockholders for the election of Directors, a plurality of the votes cast shall be sufficient to elect Directors. Each Stockholder entitled to vote at a meeting of Stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such Stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy expressly provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power. A Stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or by delivering a new proxy bearing a later date.

Section 2.10. *Voting Procedures and Inspectors at Meetings of Stockholders.* The Board, in advance of any meeting of Stockholders, shall appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (a) ascertain the number of shares outstanding and the voting power of each, (b) determine the shares represented at the meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (e) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board, the date and time of the opening and the closing of the polls for each matter upon which the Stockholders will vote at a meeting shall be determined by the person presiding at the meeting and shall be announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a Stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of Stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

Section 2.11. *Conduct of Meetings; Adjournment.* The Board may adopt such rules and procedures for the conduct of Stockholder meetings as it deems appropriate. At each meeting of Stockholders, the Chairman or, in the absence of the Chairman, the Chief Executive Officer or, in the absence of the Chairman and the Chief Executive Officer, the President or, if there is no Chairman, Chief Executive Officer or President, or if they are absent, a Vice President and, in the case that more than one Vice President shall be present, that Vice President designated by the Board (or in the absence of any such designation, the most senior Vice President present), shall preside over the meeting. Except to the extent inconsistent with the rules and procedures as adopted by the Board, the person presiding over the meeting of Stockholders shall have the right and authority to convene, adjourn and reconvene the meeting from time to time, to prescribe such additional rules and procedures and to do all such acts as, in the judgment of such person,

are appropriate for the proper conduct of the meeting. Such rules and procedures, whether adopted by the Board or prescribed by the person presiding over the meeting, may include (a) the establishment of an agenda or order of business for the meeting, (b) rules and procedures for maintaining order at the meeting and the safety of those present, (c) limitations on attendance at or participation in the meeting to Stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine, (d) restrictions on entry to the meeting after the time fixed for the commencement thereof and (e) limitations on the time allotted to questions or comments by participants. The person presiding over any meeting of Stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, may determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, he or she shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of Stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary or, in his or her absence, one of the Assistant Secretaries, shall act as secretary of the meeting. If none of the officers above designated to act as the person presiding over the meeting or as secretary of the meeting shall be present, a person presiding over the meeting or a secretary of the meeting, as the case may be, shall be designated by the Board and, if the Board has not so acted, in the case of the designation of a person to act as secretary of the meeting, designated by the person presiding over the meeting. To the extent permitted by applicable law, meetings of stockholders may be conducted by remote communications, including by webcast.

Section 2.12. *Order of Business.* The order of business at all meetings of Stockholders shall be as determined by the person presiding over the meeting.

Section 2.13. *Written Consent of Stockholders Without a Meeting.* If, and only if, the Certificate of Incorporation expressly permits action to be taken at any annual or special meeting of Stockholders without a meeting, without prior notice and without a vote, then a consent or consents in writing, setting forth the action to be so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered (by hand or by certified or registered mail, return receipt requested) to the Corporation by delivery to its registered office in the State of Delaware, the Office of the Corporation or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Stockholders are recorded. Every written consent shall bear the date of signature of each Stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this Section 2.13, written consents signed by a sufficient number of holders to take action are delivered to the Corporation as aforesaid. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable law, be given to those Stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

ARTICLE 3
DIRECTORS

Section 3.01. *General Powers*. The business and affairs of the Corporation shall be managed by, or under the direction of, the Board. The Board may adopt such rules and procedures, not inconsistent with the Certificate of Incorporation, these By-laws or applicable law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

Section 3.02. *Term of Office.* The Board shall consist of members as determined in accordance with the Certificate of Incorporation. Each Director shall hold office until a successor is duly elected and qualified or until the Director's earlier death, resignation, disqualification or removal.

Section 3.03. *Nominations of Directors.*

(a) Subject to Section 3.03(k), only persons who are nominated in accordance with the procedures set forth in this Section 3.03 are eligible for election as Directors.

(b) Nominations of persons for election to the Board may only be made at a meeting properly called for the election of Directors and only (i) by or at the direction of the Board or any committee thereof or (ii) by a Stockholder who (A) was a Stockholder of record of the Corporation when the notice required by this Section 3.03 is delivered to the Secretary and at the time of the meeting, (B) is entitled to vote for the election of Directors at the meeting and (C) complies with the notice and other provisions of this Section 3.03. Subject to Section 3.03(k), Section 3.03(b)(ii) is the exclusive means by which a Stockholder may nominate a person for election to the Board. Persons nominated in accordance with Section 3.03(b)(ii) are referred to as "**Stockholder Nominees**." A Stockholder nominating persons for election to the Board is referred to as the '**Nominating Stockholder**."

(c) Subject to Section 3.03(k), all nominations of Stockholder Nominees must be made by timely written notice given by or on behalf of a Stockholder of record of the Corporation (the "**Notice of Nomination**"). To be timely, the Notice of Nomination must be delivered personally or mailed to and received at the Office of the Corporation, addressed to the attention of the Secretary, by the following dates:

(i) in the case of the nomination of a Stockholder Nominee for election to the Board at an annual meeting of Stockholders, no earlier than one hundred and twenty (120) days and no later than ninety (90) days before the first anniversary of the date of the prior year's annual meeting of Stockholders; *provided*, *however*, that if (A) the annual meeting of Stockholders is advanced by more than thirty (30) days, or delayed by more than sixty (60) days, from the first anniversary of the prior year's annual meeting of Stockholders or (B) no annual meeting was held during the prior year, the notice by the Stockholder to be timely must be received (1) no earlier than one hundred and twenty (120) days before such annual meeting and (2) no later than the later of ninety (90) days before such annual meeting and the tenth day after the day on which the notice of such annual meeting was made by mail or Public Disclosure; *provided*, *further*, that, solely for the purposes of the notice requirements under this Section 2.02(c), with respect to the annual meeting of stockholders of the Corporation for 2021, the date of the preceding year's annual meeting of stockholders shall be deemed to be May 1, 2020; and

(ii) in the case of the nomination of a Stockholder Nominee for election to the Board at a special meeting of Stockholders, no earlier than one hundred and twenty (120) days before and no later than the later of ninety (90) days before such special meeting and the tenth day after the day on which the notice of such special meeting was made by mail or Public Disclosure.

(d) Notwithstanding anything to the contrary, if the number of Directors to be elected to the Board at a meeting of Stockholders is increased and there is no Public Disclosure by the Corporation naming the nominees for the additional directorships at least one hundred (100) days before the first anniversary of the preceding year's annual meeting, a Notice of Nomination shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered personally and received at the Office of the Corporation, addressed to the attention of the Secretary, no later than the close of business on the tenth day following the day on which such Public Disclosure is first made by the Corporation.

(e) In no event shall an adjournment, postponement or deferral, or Public Disclosure of an adjournment, postponement or deferral, of an annual or special meeting commence a new time period (or extend any time period) for the giving of the Notice of Nomination.

(f) The Notice of Nomination shall set forth:

(i) the Stockholder Information with respect to each Nominating Stockholder and Stockholder Associated Person;

(ii) a representation to the Corporation that each Nominating Stockholder is a holder of record of stock of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such nomination;

(iii) all information regarding each Stockholder Nominee and Stockholder Associated Person that would be required to be disclosed in a solicitation of proxies subject to Section 14 of the Exchange Act, the written consent of each Stockholder Nominee to being named in a proxy statement as a nominee and to serve if elected and a completed signed questionnaire, representation and agreement required by Section 3.04;

(iv) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among a Nominating Stockholder, Stockholder Associated Person or their respective associates, or others acting in concert therewith, including all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the Nominating Stockholder, Stockholder Associated Person or any person acting in concert therewith were the "registrant" for purposes of such rule and the Stockholder Nominee were a director or executive of such registrant;

(v) Stockholder Information with respect to any stock or other interests of the Corporation held by members of the Nominating Stockholder's or its Stockholder Associated Person's immediate family sharing the same household;

(vi) a representation to the Corporation as to whether each Nominating Stockholder intends (A) to deliver a proxy statement and form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve the nomination or (B) otherwise to solicit proxies from Stockholders in support of such nomination;

(vii) all other information that would be required to be filed with the SEC if the Nominating Stockholders and Stockholder Associated Persons were participants in a solicitation subject to Section 14 of the Exchange Act; and

(viii) a representation and covenant for the benefit of the Corporation that the Nominating Stockholders shall provide any other information reasonably requested by the Corporation.

(g) The Nominating Stockholders shall also provide any other information reasonably requested by the Corporation within ten (10) business days after such request.

(h) In addition, the Nominating Stockholders shall further update and supplement the information provided to the Corporation in the Notice of Nomination or upon the Corporation's request pursuant to Section 3.03(g) as needed, so that such information shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days before the meeting or any adjournment or postponement thereof. Such update and supplement must be delivered personally or mailed to, and received at, the Office of the Corporation, addressed to the Secretary, by no later than five (5) business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than seven (7) business days before the date for the meeting (in the case of the update and supplement required to be made as of ten (10) business days before the meeting or any adjournment or postponement thereof).

(i) The person presiding over the meeting shall, if the facts warrant, determine and declare to the meeting, that the nomination was not made in accordance with the procedures set forth in this Section 3.03, and, if he or she should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

(j) If the Stockholder (or a qualified representative of the Stockholder) does not appear at the applicable Stockholder meeting to nominate the Stockholder Nominees, such nomination shall be disregarded and such business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 3.03, to be considered a qualified representative of the Stockholder, a person must be a duly authorized officer, manager or partner of such Stockholder or must be authorized by a writing executed by such Stockholder or an electronic transmission delivered by such Stockholder to act for such Stockholder as proxy at the meeting of Stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of Stockholders.

(k) Nothing in this Section 3.03 shall be deemed to affect any rights of the holders of any series of preferred stock of the Corporation pursuant to any applicable provision of the Certificate of Incorporation.

Section 3.04. *Nominee and Director Qualifications.* Unless the Board determines otherwise, to be eligible to be a nominee for election or reelection as a Director, a person must deliver (in accordance with the time periods prescribed for delivery of notice by the Board) to the Secretary at the Office of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (a) is not and will not become a party to (i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person will act or vote as a Director on any issue or question (a "**Voting Commitment**") that has not been disclosed to the Corporation or (ii) any Voting Commitment that could limit or interfere with such person's ability to comply with such person's fiduciary duties as a Director under applicable law, (b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Director that has not been disclosed therein, and (c) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading and other policies and guidelines of the Corporation that are applicable to Directors.

Section 3.05. *Resignation.* Any Director may resign at any time by notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified, and, unless otherwise specified in such resignation, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.06. *Compensation.* Each Director, in consideration of his or her service as such, shall be entitled to receive from the Corporation such amount per annum or such fees (payable in cash or equity) for attendance at Directors' meetings, or both, as the Board may from time to time determine, together with reimbursement for the reasonable out-of-pocket expenses, if any, incurred by such Director in connection with the performance of his or her duties. Each Director who shall serve as a member of any committee of Directors in consideration of serving as such shall be entitled to such additional amount per annum or such fees for attendance at committee meetings, or both, as the Board may from time to time determine, together with reimbursement for the reasonable out-of-pocket expenses, if any, incurred by such Director in the performance of his or her duties. Nothing contained in this Section 3.06 shall preclude any Director from serving the Corporation or its subsidiaries in any other capacity and receiving proper compensation therefor.

Section 3.07. *Regular Meetings.* Regular meetings of the Board may be held without notice at such times and at such places within or without the State of Delaware as may be determined from time to time by the Board or its Chairman.

Section 3.08. *Special Meetings.* Special meetings of the Board may be held at such times and at such places within or without the State of Delaware as may be determined by the Chairman or the Chief Executive Officer on at least twenty-four (24) hours' notice to each Director given by one of the means specified in Section 3.11 hereof other than by mail, or on at least three (3) days' notice if given by mail.

Section 3.09. *Telephone Meetings.* Board or Board committee meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by a Director in a meeting pursuant to this Section 3.09 shall constitute presence in person at such meeting.

Section 3.10. *Adjourned Meetings.* A majority of the Directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least twenty-four (24) hours' notice of any adjourned meeting of the Board shall be given to each Director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.11 hereof other than by mail, or at least three (3) days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

Section 3.11. *Notice Procedure.* Subject to Section 3.08 and 3.12 hereof, whenever notice is required to be given to any Director by applicable law, the Certificate of Incorporation or these By-laws, such notice shall be deemed given effectively if given in person or by telephone, mail or electronic mail addressed to such Director at such Director's address or email address, as applicable, as it appears on the records of the Corporation, facsimile or by other means of electronic transmission.

Section 3.12. *Waiver of Notice.* Whenever the giving of any notice to Directors is required by applicable law, the Certificate of Incorporation or these By-laws, a waiver thereof, in writing signed by the Director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except when the Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board or committee meeting need be specified in any waiver of notice.

Section 3.13. *Organization.* At each meeting of the Board, the Chairman or, in the absence of the Chairman, the Chief Executive Officer shall preside. The Secretary shall act as secretary at each meeting of the Board. If the Secretary is absent from any meeting of the Board, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all Assistant Secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

Section 3.14. *Quorum of Directors.* The presence in person of a majority of the total members of the Board, provided that one of such members present is either the Chairman or the Chief Executive Officer (if the Chief Executive Officer is then a member of the board), shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board.

Section 3.15. *Action by Majority Vote.* Except as otherwise expressly required by these By-laws, or the Certificate of Incorporation, the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board; provided that to the extent one or more Directors recuses himself or herself from an act, the act of a majority of the remaining Directors present shall be the act of the Board.

Section 3.16. *Action Without Meeting.* Unless otherwise restricted by these By-laws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee.

ARTICLE 4
COMMITTEES OF THE BOARD

The Board may, by resolution, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may, by resolution, adopt charters for one or more of such committees. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law, and to the extent provided in the resolution of the Board designating such committee or the charter for such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it to the extent so authorized by the Board. The Board may remove any Director from any committee at any time, with or without cause. Unless the Board provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board provides otherwise, each committee designated by the Board may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures, each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article 3.

ARTICLE 5
OFFICERS

Section 5.01. *Positions; Election.* The Board may from time to time elect officers of the Corporation, which may include a Chairman, Chief Executive Officer, President, Vice Presidents, Secretary, Treasurer and any other officers as it may deem proper or may delegate to any elected officer of the Corporation the power to appoint and remove any such officers and to prescribe their respective terms of office, authorities and duties. Any number of offices may be held by the same person. Should the Corporation or any of its Subsidiaries enter into any management services or similar agreement with another entity (each as may be amended, supplemented, restated or replaced from time to time), the officers of the Corporation may be the officers or employees of such entity to the extent permitted by applicable law.

Section 5.02. *Term of Office.* Each officer of the Corporation shall hold office for such terms as may be determined by the Board or, except with respect to his or her own office, the Chief Executive Officer, or until such officer's successor is elected and qualifies or until such officer's earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any. Any officer may be removed at any time with or without cause by the Board or, in the case of appointed officers, by any elected officer upon whom such power of removal shall have been conferred by the Board. Any vacancy occurring in any office of the Corporation may be filled by the Board or, in the case of appointed officers, by any elected officer upon whom such power of appointment shall have been conferred by the Board. The election or appointment of an officer shall not of itself create contract rights.

Section 5.03. *Chairman.* The Chairman shall preside at all meetings of the Stockholders and at all meetings of the Board and shall exercise such powers and perform such other duties as shall be determined from time to time by the Board. In addition to the responsibilities, powers and duties of the Chairman, an Executive Chairman (if there be one) shall exercise such powers and perform such other duties as shall be determined from time to time by the Board and may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by resolution of the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable law otherwise to be signed or executed.

Section 5.04. *Chief Executive Officer.* The Chief Executive Officer shall have general supervision over, and direction of, the business and affairs of the Corporation, subject, however, to the control of the Board and of any duly authorized committee of the Board. The Chief Executive Officer shall preside at all meetings of the Stockholders and at all meetings of the Board at which the Chairman is not present. The Chief Executive Officer may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by resolution of the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable law otherwise to be signed or executed and, in general, the Chief Executive Officer shall perform all duties incident to the office of Chief Executive Officer of a corporation and such other duties as may be determined from time to time by the Board.

Section 5.05. *President.* The President shall have duties incident to the office of President, and any other duties as may from time to time be assigned to the President by the Chief Executive Officer (if the President and Chief Executive Officer are not the same person) or the Board and subject to the control of the Chief Executive Officer (if the President and Chief Executive Officer are not the same person) and the Board in each case. The President shall preside at all meetings of the Stockholders at which the Chairman and the Chief Executive Officer are not present. The President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable law otherwise to be signed or executed.

Section 5.06. *Vice Presidents.* Vice Presidents shall have the duties incident to the office of Vice President and any other duties that may from time to time be assigned to the Vice President by the Chief Executive Officer, the President or the Board. A Vice President shall preside at all meetings of the Stockholders at which the Chairman, the Chief Executive Officer and the President are not present. Any Vice President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable law otherwise to be signed or executed.

Section 5.07. *Secretary.* The Secretary shall attend all meetings of the Board and of the Stockholders, record all the proceedings of the meetings of the Board and of the Stockholders in a book to be kept for that purpose and perform like duties for committees of the Board, when required. The Secretary shall give, or cause to be given, notice of all special meetings of the Board and of the Stockholders and perform such other duties as may be prescribed by the Board, the Chief Executive Officer or the President. The Secretary shall have custody of the corporate seal of the Corporation and the Secretary or an Assistant Secretary shall have authority to affix the same on any instrument that may require it, and when so affixed, the seal may be attested by the signature of the Secretary or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the same by such officer's signature. The Secretary or an Assistant Secretary may also attest all instruments signed by the Executive Chairman, Chief Executive Officer, President or any Vice President. The Secretary shall have charge of all the books, records and papers of the Corporation relating to its organization and management, see that the reports, statements and other documents required by applicable law are properly kept and filed and, in general, perform all duties incident to the office of secretary of a corporation and such other duties as may from time to time be assigned to the Secretary by the Board, the Chief Executive Officer or the President.

Section 5.08. *Treasurer.* The Treasurer shall have charge and custody of, and be responsible for, all funds, securities and notes of the Corporation, receive and give receipts for moneys due and payable to the Corporation from any sources whatsoever; deposit all such moneys and valuable effects in the name and to the credit of the Corporation in such depositaries as may be designated by the Board, against proper vouchers, cause such funds to be disbursed by checks or drafts on the authorized depositaries of the Corporation signed in such manner as shall be determined by the Board and be responsible for the accuracy of the amounts of all moneys so disbursed, regularly enter or cause to be entered in books or other records maintained for the purpose full and adequate account of all moneys received or paid for the account of the Corporation, have the right to require from time to time reports or statements giving such information as the Treasurer may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same, render to the Chief Executive Officer, the President or the Board, whenever the Chief Executive Officer, the President or the Board shall require the Treasurer so to do, an account of the financial condition of the Corporation and of all financial transactions of the Corporation, disburse the funds of the Corporation as ordered by the Board and, in general, perform all duties incident to the office of Treasurer of a corporation and such other duties as may from time to time be assigned to the Treasurer by the Board, the Chief Executive Officer or the President.

Section 5.09. *Assistant Secretaries and Assistant Treasurers.* Assistant Secretaries and Assistant Treasurers shall perform such duties as shall be assigned to them by the Secretary or by the Treasurer, respectively, or by the Board, the Chief Executive Officer or the President.

ARTICLE 6
GENERAL PROVISIONS

Section 6.01. *Certificates Representing Shares.* The shares of stock of the Corporation may be represented by certificates or all of such shares shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock, or a combination of both. If shares are represented by certificates (if any), such certificates shall be in the form approved by the Board. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by the Chairman, the Chief Executive Officer, the President or any Vice President, and by the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer. Any or all such signatures may be facsimiles. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still such at the date of its issue.

Section 6.02. *Transfer and Registry Agents.* The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place or places as may be determined from time to time by the Board.

Section 6.03. *Lost, Stolen or Destroyed Certificates.* The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate or his legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 6.04. *Form of Records.* Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage device or method; *provided* that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

Section 6.05. *Corporate Seal.* The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 6.06. *Fiscal Year.* The fiscal year of the Corporation shall be determined by the Board.

Section 6.07. *Amendments.* These By-laws may be altered, amended or repealed in accordance with the Certificate of Incorporation and the General Corporation Law.

Section 6.08. *Conflict with Applicable Law or Certificate of Incorporation.* These By-laws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these By-laws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

ZQ|CERT#|COY|CLS|RGSTRY|ACCT#|TRANSTYPE|RUN#|TRANS#

CLASS A COMMON STOCK

PAR VALUE $0.0001

CLASS A COMMON STOCK

Certificate Number
ZQ00000000

XPONENTIAL FITNESS

XPONENTIAL FITNESS, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

Shares

THIS CERTIFIES THAT

MR. SAMPLE & MRS. SAMPLE & MR. SAMPLE & MRS. SAMPLE

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP XXXXXX XX X

is the owner of

ZERO HUNDRED THOUSAND ZERO HUNDRED AND ZERO

THIS CERTIFICATE IS TRANSFERABLE IN CITIES DESIGNATED BY THE TRANSFER AGENT, AVAILABLE ONLINE AT www.computershare.com

FULLY-PAID AND NON-ASSESSABLE SHARES OF CLASS A COMMON STOCK OF

Xponential Fitness, Inc. (hereinafter called the "Company"), transferable on the books of the Company in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Certificate of Incorporation, as amended, and the By-Laws, as amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

DATED DD-MMM-YYYY

FACSIMILE SIGNATURE TO COME

President

XPONENTIAL FITNESS, INC. CORPORATE SEAL 1/14/2020 DELAWARE

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR,

FACSIMILE SIGNATURE TO COME

Secretary

By _____
AUTHORIZED SIGNATURE

SECURITY INSTRUCTIONS ON REVERSE

1234567

XPONENTIAL FITNESS

PO BOX 505000, Louisville, KY 40233-5000

MR A SAMPLE
DESIGNATION (IF ANY)
ADD 1
ADD 2
ADD 3
ADD 4

	CUSIP/IDENTIFIER	Num/No.	Denom.	Total
Holder ID	12345678901234567890	1	1	1
Insurance Value	XXXXXXXXXX	2	2	2
Number of Shares	1,000,000.00	3	3	3
DTC	12345678	4	4	4
Certificate Numbers	12345678901234567890	5	5	5
	12345678901234567890	6	6	6
Total Transaction	12345678901234567890	7		

XXXXXX XX X

123456

12345678901234567890

XPONENTIAL FITNESS, INC.

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH SHAREHOLDER WHO SO REQUESTS, A SUMMARY OF THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF STOCK OF THE COMPANY AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND RIGHTS, AND THE VARIATIONS IN RIGHTS, PREFERENCES AND LIMITATIONS DETERMINED FOR EACH SERIES, WHICH ARE FIXED BY THE CERTIFICATE OF INCORPORATION OF THE COMPANY, AS AMENDED, AND THE RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY, AND THE AUTHORITY OF THE BOARD OF DIRECTORS TO DETERMINE VARIATIONS FOR FUTURE SERIES. SUCH REQUEST MAY BE MADE TO THE OFFICE OF THE SECRETARY OF THE COMPANY OR TO THE TRANSFER AGENT. THE BOARD OF DIRECTORS MAY REQUIRE THE OWNER OF A LOST OR DESTROYED STOCK CERTIFICATE, OR HIS LEGAL REPRESENTATIVES, TO GIVE THE COMPANY A BOND TO INDEMNIFY IT AND ITS TRANSFER AGENTS AND REGISTRARS AGAINST ANY CLAIM THAT MAY BE MADE AGAINST THEM ON ACCOUNT OF THE ALLEGED LOSS OR DESTRUCTION OF ANY SUCH CERTIFICATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UNIF GIFT MIN ACT	- ..... (Cust) Custodian ..... (Minor) under Uniform Gifts to Minors Act ..... (State)
TEN ENT	- as tenants by the entireties		
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	UNIF TRF MIN ACT	- ..... (Cust) Custodian (until age .....) ..... (Minor) under Uniform Transfers to Minors Act ..... (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE)

_____

_____

_____ Shares

of the Class A Common Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney

to transfer the said stock on the books of the within-named Company with full power of substitution in the premises.

Dated: _____ 20____

Signature: _____

Signature: _____

Notice: The signature to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever.

Signature(s) Guaranteed: Medallion Guarantee Stamp

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

SECURITY INSTRUCTIONS

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.

The IRS requires that the named transfer agent ("we") report the cost basis of certain shares or units acquired after January 1, 2011. If your shares or units are covered by the legislation, and you requested to sell or transfer the shares or units using a specific cost basis calculation method, then we have processed as you requested. If you did not specify a cost basis calculation method, then we have defaulted to the first in, first out (FIFO) method. Please consult your tax advisor if you need additional information about cost basis.

If you do not keep in contact with the issuer or do not have any

154342

activity in your account for the time period specified by state law, your property may become subject to state unclaimed property laws and transferred to the appropriate state.

OFFICE LEASE

This Office Lease (the **"Lease"),** dated as of the date set forth in Section 1 of the Summary of Basic Lease Information (the **"Summary"),** below, is made by and between QUINTANA OFFICE PROPERTY LLC, a Delaware limited liability company **("Landlord"),** and XPONENTIAL FITNESS LLC, a Delaware limited liability company **("Tenant").**

SUMMARY OF BASIC LEASE INFORMATION

	TERMS OF LEASE	DESCRIPTION
1.	Date:	November 16, 2017 (the "**Effective Date**")
2.	Premises	
	2.1 Building:	That certain five (5) story office building containing approximately 162,541 rentable square feet of space commonly known as 17877 Von Karman, Irvine, California **("Building B"),** as depicted on **Exhibit A-1** to this Lease.
	2.2 Premises:	Approximately 26,273 rentable (22,309 usable) square feet, consisting of Suites 100 and 150 in Building B, as depicted on **Exhibit** A to this Lease.
3.	Lease Term (Article 2).	
	3.1 Length of Term:	Approximately one hundred thirty-five (135) months.
	3.2 Lease Commencement Date:	As defined in the Tenant Work Letter attached hereto as **Exhibit B** ("**Tenant Work Letter**"), estimated to occur on May 22, 2018 (the **"Estimated Lease Commencement Date").**
	3.3 Lease Expiration Date:	The last day of the one hundred thirty-fifth (135th) full calendar month following the Lease Commencement Date.
4.	Base Rent (Article 3):	

4.1 Amount Due:

Months of Lease Term	Approximate Monthly Base Rent Rate per Rentable Square Foot	**Monthly Installment of Base Rent
*1 – 24	$2.82	$74,089.86
25 – 36	$2.90	$76,312.56
37 – 48	$2.99	$78,601.93
49 – 60	$3.08	$80,959.99
61 – 72	$3.17	$83,388.79
73 – 84	$3.27	$85,890.45
85 – 96	$3.37	$88,467.17
97 – 108	$3.47	$91,121.18
109 – 120	$3.57	$93,854.82
121 – 132	$3.68	$96,670.46
133 – 135	$3.79	$99,570.58

* Including any partial month at the beginning of the initial Lease Term.

Tenant's obligation to pay Base Rent shall be conditionally abated for the second (2nd) through the sixteenth (16th) full calendar months of the initial Lease Term, inclusive (the **"Base Rent Abatement Period"), as set forth in Article 3 below.

	4.2 Rent Payment Address:	If by wire (preferred): Wells Fargo Bank, N.A. San Francisco, CA ABA #: 121 000 248 Account #: 4646715474 Account Name: QUINTANA OFFICE PROPERTY LLC (DACA) FBO NEW YORK LIFE INSURANCE COMPANY If by check: Quintana Office Property LLC c/o Hines, P.O. Box 845394 Los Angeles, CA 90084-5394 Payments shall be made by wire or ACH to the extent practical.
5.	Tenant's Share (Article 4):	16.164% (based on 26,273 rentable square feet in the Premises and 162,541 rentable square feet in the Building).
6.	Permitted Use (Article 5):	General office use only consistent with a first-class office building in the John Wayne/Orange County airport submarket, and to the extent permitted by Laws and the Development CC&R's and not prohibited by any other lease existing as of the date of this Lease for any portion of the Project.
7.	Security Deposit (Article 21):	$109,527.64.
8.	Parking Pass Ratio (Article 28):	Up to four (4) unreserved parking passes for every 1,000 rentable square feet of the Premises ("**Tenant's Parking Allocation**") (i.e., up to 105 unreserved parking passes based upon 26,273 rentable square feet in the Premises), subject to the terms of Article 28 of this Lease and Tenant's payment of parking charges therefor. Subject to the terms of Article 28, Tenant shall also have the right to purchase additional unreserved parking passes on a month-to month basis, based on availability; provided, however, Landlord shall have the right, upon thirty (30) days' prior written notice to Tenant, to recapture any or all of such additional parking passes to the extent required by Landlord to satisfy parking requirements. Provided Tenant is not in Default (as defined below), and subject to Tenant's payment for the parking charges therefor, Tenant shall have the right to convert two (2) of its unreserved parking passes into reserved parking passes for stalls located in the surface parking area immediately adjacent to the Premises and one (1) of its unreserved parking passes into one (1) reserved parking pass for a parking stall located in the subterranean parking area serving the Project (the **"Subterranean Parking Area"**). In addition to Tenant's Parking Allocation, Landlord shall provide Tenant with eight (8) additional reserved parking passes for stalls located in the Subterranean Parking Area (the **"Additional Parking"**) (provided that if at any time Tenant is leasing less than the entire Premises, Tenant shall lose the right to one (1) such Additional Parking pass for each 3,250 rentable square feet of reduction in the size of the Premises being leased by Tenant pursuant to this Lease), and fifty (50) hours of visitor validations for each full calendar month on a non-cumulative basis for the use of Tenant's visitors and clients only ("**Parking**

Validations") (the Parking Validations for any partial month shall be prorated). The initial location of Tenant's Additional Parking in the Subterranean Parking Area shall be designated by Tenant, in its sole discretion, within ten (10) days after full execution of this Lease; provided, if Tenant fails to designate the location of the Additional Parking within such 10-day period, then the initial location thereof shall be mutually agreed upon by Landlord and Tenant prior to the Lease Commencement Date, and further provided that Landlord shall have the right, at Landlord's sole cost and expense, upon thirty (30) days' prior written notice to Tenant, to relocate any or all of such Additional Parking to a mutually acceptable location in the Subterranean Parking Area. Tenant shall have the right but not the obligation to enclose such Additional Parking; provided, such enclosure shall be constructed at Tenant's sole cost and expense pursuant to plans and specifications approved by Landlord, using materials and specifications selected by Tenant and reasonably approved by Landlord, and otherwise in compliance with the terms of Article 8 governing alterations.

Any Parking Validations which remain unused as of the end of each calendar month shall be deemed waived by, and no longer available to, Tenant. Tenant may purchase additional parking validations at Landlord's standard rates therefor.

Notwithstanding the terms of Article 28 to the contrary, provided Tenant is not in Default under this Lease, (i) Landlord shall abate Tenant's obligation to pay parking charges for unreserved and reserved parking passes during the first twelve (12) full calendar months of the initial Lease Term, and (ii) Landlord shall abate Tenant's obligation to pay parking charges for the Additional Parking and the Parking Validations during the entire Lease Term (collectively, the "**Abated Parking Charges**").

9. Address of Tenant (Section 29.18):

***ANY NOTICES OF DEFAULT SHALL COMPLY WITH THE TERMS OF SECTION 29.18 BELOW.**

Xponential Fitness LLC
3185 Pullman Street
Costa Mesa, CA 92626
Attention: Shaun Grove

(Prior to Lease Commencement Date)

and

Xponential Fitness LLC
17877 Von Karman, Suite 100
Irvine, CA 92614
Attention: Shaun Grove

(After Lease Commencement Date)

With a copy, prior to and after the Lease Commencement Date, to:

Paris Ackerman LLP
103 Eisenhower Parkway
Roseland, NJ 07068
Attn: Karen E. Abrams, Esq.

10.	Address of Landlord (Section 29.18):	QUINTANA OFFICE PROPERTY LLC c/o Hines 4000 MacArthur Avenue, Suite 110 Newport Beach, CA 92660 Attention: Property Manager
	and	Allen Matkins Leck Gamble Mallory & Natsis LLP 1900 Main Street, 5th Floor Irvine, California 92614 Attention: Brad H. Nielsen, Esq.
11.	Broker(s) (Section 29.24):	Jones Lang LaSalle (for Landlord and Tenant)
12.	Allowances for Tenant Improvements (Section 5 of **Exhibit B**):	Landlord shall pay: (a) up to $85.00 per rentable square foot (i.e., up to $2,233,205.00, based upon the Premises containing 26,273 rentable square feet) (the "**Allowance**"); (b) up to $0.12 per rentable square foot to be used towards payment of the cost of preparing a test-fit for the Premises (i.e., up to $3,152.76, based upon the Premises containing 26,273 rentable square feet); and (c) up to $0.12 per rentable square foot to be used towards payment of the cost of preparing a pricing plan for the Premises (i.e., up to $3,152.76, based upon the Premises containing 26,273 rentable square feet).

ARTICLE 1

PREMISES, BUILDING, PROJECT, AND COMMON AREAS

1.1 **Premises, Building, Project and Common Areas**

1.1.1 **The Premises**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 2.2 of the Summary (the "**Premises**"). The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions herein set forth, and each party covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by it to be kept and performed and that this Lease is made upon the condition of such performance. The parties hereto hereby acknowledge that the purpose of **Exhibit A** is to show the approximate location of the Premises in the "Building," as that term is defined in Section 1.1.2, below, only, and such Exhibit is not meant to constitute an agreement, representation or warranty as to the construction of the Premises, the precise area thereof or the specific location of the "Common Areas," as that term is defined in Section 1.1.3, below, or the elements thereof or of the accessways to the Premises or the "Project", as that term is defined in Section 1.1.2, below.

1.1.2 **The Building and The Project**. The Premises will be a part of the building set forth in Section 2.1 of the Summary (the **"Building"**). The term **"Project,"** as used in this Lease, shall mean (i) the Building, the buildings located at 17875 Von Karman Avenue, 17872 Gillette Avenue and 17838 Gillette Avenue, Irvine, California, and the Common Areas (including, without limitation, the parking structure located at 17892 Gillette), (ii) the land (which is improved with landscaping, parking facilities and other improvements) upon which the Building, the other buildings described above, and the Common Areas are located, and (iii) at Landlord's discretion, subject to the conditions set forth in Section 1.1.3, below, any additional real property, areas, land, buildings or other improvements added to the Project. The Project is part of a mixed-use development known as "Intersect," and is subject to the "Development CC&R's," as that term is defined in Section 29.33 below.

1.1.3 **Common Areas**. Tenant shall have the non-exclusive right to use in common with other tenants in the Project, and subject to the rules and regulations referred to in Article 5 of this Lease and the Development CC&R's, those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Project, including (i) the areas on the ground floor and all other floors of the Project devoted to non-exclusive uses such as corridors, stairways, loading and unloading areas, walkways, driveways, fire vestibules, elevators and elevator foyers, lobbies, electric and telephone closets, restrooms, mechanical areas, janitorial closets and other similar facilities for the general use of and/or benefit of all tenants and invitees of the Project, (ii) those areas of the Project devoted to mechanical and service rooms servicing more than one (1) floor or the Project as a whole and which service the Project tenants as a whole, and (iii) Project atriums and plazas, if any (such areas, together with such other portions of the Project designated by Landlord, in its reasonable discretion, including certain areas designated for the exclusive use of certain tenants, or to be shared by Landlord and certain tenants, including, without limitation, certain project amenities, are collectively referred to herein as the "**Common Areas**"). The manner in which the Building, Project and Common Areas are maintained and operated shall be at the reasonable discretion of Landlord, provided that, subject to Tenant's obligations under this Lease, Landlord shall maintain and operate the same in a manner consistent with that of other comparable first-class office buildings located in the Orange County Airport/Irvine area ("**Comparable Buildings**"), and the use thereof shall be subject to such reasonable rules, regulations and restrictions as Landlord may make from time to time (including, without limitation, any rules regulations or restrictions contained in or promulgated under the Development CC&R's). Landlord reserves the right to close temporarily, make alterations or additions to, or change the location of elements of the Project and the Common Areas; and further provided that, Landlord shall use good faith, commercially reasonable efforts to perform such closures, alterations, additions or changes in a manner which does not adversely affect Tenant's use of the Premises for the Permitted Use, the visibility of Tenant's signage, or Tenant's access to the Premises and/or the parking areas serving the Project or otherwise materially increase Tenant's costs of operations from the Premises.

1.2 **Verification of Rentable and Usable Square Feet**. The parties stipulate to the rentable and usable square footages of the Premises and the Project set forth in Section 2 of this Summary.

1.3 **Condition of the Premises**. Except as specifically set forth in this Lease and in the Tenant Work Letter, Tenant shall accept the Premises and the Building, including the base, shell, and core of (i) the Premises and (ii) the floor of the Building on which the Premises is located (collectively, the **"Base, Shell, and Core"**) in their "AS-IS" condition as of the Lease Commencement Date and Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises, the Building or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant's business, except as specifically set forth in this Lease and the Tenant Work Letter. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Building were at such time in good and sanitary order, condition and repair, except for any punchlist items that Tenant may timely identify to Landlord pursuant to the terms of the Tenant Work Letter.

1.4 **Right Of First Refusal**. During the initial Lease Term only, Landlord hereby grants to the originally named Tenant herein (**"Original Tenant"**) or any "Non-Transferee Assignee," as that term is defined in Section 14.7, below, a one (1) time right of first refusal with respect to any available space located on the second (2nd) floor of the Building (the **"ROFR Space"**); provided, if Landlord intends to lease other space in addition to the ROFR Space as part of a single transaction, then all such space shall be deemed "ROFR Space" for purposes of this Section 1.4.

1.4.1 **Procedure for Exercise**. If Landlord has exchanged proposals for lease of the ROFR Space with a bona fide, third party prospective tenant other than the existing tenant in the ROFR Space (the

"Prospect"), Landlord shall provide Tenant with written notice (the **"ROFR Notice"**) of the economic terms of such proposal under which Landlord is prepared to lease the ROFR Space to such Prospect and Tenant may lease the ROFR Space, upon such terms, by providing Landlord with written notice of exercise (the **"Notice of Exercise"**) within ten (10) business days after Tenant's receipt of the ROFR Notice, except that Tenant shall have no such right of first refusal and Landlord need not provide Tenant with a ROFR Notice if any of the Option Conditions (as defined in Section 2.2.1 below) are not satisfied; provided, however, clause (iii) of Section 2.2.1 shall not apply as to the right of first refusal described in this Section 1.4. If Tenant does not so notify Landlord within the aforementioned ten (10) business-day period, then Tenant's right of first refusal as set forth in this Section 1.4 shall terminate as to all of the space described in such ROFR Notice and Landlord shall be free to lease the space described in such ROFR Notice to anyone to whom Landlord desires on any terms Landlord desires. Tenant must elect to exercise its right of first refusal, if at all, with respect to all of the space offered by Landlord to Tenant at any particular time, and Tenant may not elect to lease only a portion thereof.

1.4.2 **ROFR Terms**. The lease term for the ROFR Space shall commence upon the commencement date stated in the ROFR Notice or such other date as may be mutually acceptable to Landlord and Tenant and thereupon such ROFR Space shall be considered a part of the Premises, provided that all of the terms stated in the ROFR Notice (except for the termination date, since the lease term for the ROFR Space shall terminate on the last day of the Lease Term) shall govern Tenant's leasing of the ROFR Space and only to the extent that they do not conflict with the ROFR Notice, the terms and conditions of this Lease shall apply to the ROFR Space. Tenant shall pay Base Rent for the ROFR Space (the **"ROFR Rent"**) and Additional Rent in accordance with the terms and conditions of the ROFR Notice. If the ROFR Notice provides that the Base Rent for the ROFR Space shall be equal to the Fair Rental Value, then such Base Rent shall be determined pursuant to Section 2.2.3 below.

1.4.3 **Construction In ROFR Space**. The ROFR Space (including improvements and personalty, if any) shall be accepted by Tenant in its condition and as-built configuration existing on the earlier of the date Tenant takes possession of the ROFR Space or the date the term for such ROFR Space commences, unless the ROFR Notice specifies work to be performed by Landlord in the ROFR Space, in which case Landlord shall perform such work in the ROFR Space. If Landlord is delayed delivering possession of the ROFR Space due to the holdover or unlawful possession of such space by any party, the commencement of the Lease Term for the ROFR Space shall be postponed until the date Landlord delivers possession of the ROFR Space to Tenant free from occupancy by any party.

1.4.4 **Termination of Right of First Refusal**. The rights of Tenant hereunder with respect to the ROFR Space shall terminate on the earlier to occur of: (i) Tenant's failure to exercise its right of first refusal within the 10 business-day period provided in Section 1.4.1 above; and (ii) the date Landlord would have provided Tenant a ROFR Notice if Tenant had satisfied all of the Option Conditions.

1.4.5 **Amendment to Lease**. If Tenant timely exercises Tenant's right to lease ROFR Space as set forth herein, then, within fifteen (15) days thereafter, Landlord and Tenant shall execute a lease amendment (the **"ROFR Space Amendment"**) for such ROFR Space upon the terms and conditions as set forth in the ROFR Notice therefor and this Section 1.4, but an otherwise valid exercise of the right of first refusal shall be fully effective whether or not the ROFR Space Amendment is executed.

1.4.6 **Rights Subordinate**. Notwithstanding the foregoing, such first refusal right of Tenant shall be subordinate to all rights of tenants under leases of the ROFR Space existing as of the date hereof or subsequently entered into by Landlord in accordance with the terms of this Section 1.4, and all rights of other tenants of the Project, which rights relate to the ROFR Space and which rights are set forth in leases of space in the Project existing as of the date hereof, each including any renewal, extension, expansion, first offer, first negotiation and other similar rights, regardless of whether such rights are executed strictly in accordance with their respective terms or pursuant to lease amendments or new leases (all such tenants under existing leases of the ROFR Space and other tenants of the Project, collectively, the **"Superior Right Holders"**).

1.5 **Expansion Space**. Landlord hereby grants to Tenant the right to lease available space on the second (2nd) floor of the Building (the **"Expansion Space"**), the precise amount and location of which Expansion Space shall be designated by Landlord (provided such Expansion Space shall under all circumstances equal at least 5,000 rentable square feet of space), upon the terms and conditions set forth in this Section 1.5 and this Lease. Notwithstanding the foregoing, Tenant's expansion right shall be subordinate to the rights of all Superior Right Holders.

1.5.1 **Method of Exercise**. The expansion option contained in this Section 1.5 shall be exercised only by Original Tenant and any Non-Transferee Assignee by delivering written notice to Landlord (the **"Expansion Notice"**).

1.5.2 **Delivery of the Expansion Space** Landlord shall deliver the Expansion Space to Tenant upon substantial completion of the Tenant Improvements thereto, subject to mutual execution of the Expansion Amendment (defined below), Tenant's payment of the first (1st) month's Base Rent therefor and any additional Security Deposit (proportionate with the initial Security Deposit provided for the Premises), and delivery of evidence of insurance required to be obtained by Tenant with respect to the Expansion Space.

1.5.3 **Expansion Rent**. The annual "Rent," as that term is defined in Section 4.1 of this Lease, payable by Tenant for Expansion Space leased by Tenant (the **"Expansion Rent"**) shall be equal to the same rate (on a per square foot basis) then applicable to the Premises including annual adjustments thereto.

1.5.4 **Construction of Expansion Space**. Provided Tenant is not in Default, Landlord shall provide Tenant with an allowance to improve the Expansion Space and Base Rent abatement on a pro-rated basis

based upon the square footage of the Expansion Space and the Lease Term then remaining (as more particularly described in Section 1.5.5 below). Landlord shall improve the Premises consistent with the terms of the Tenant Work Letter, provided any reference to the term "Premises" shall mean and refer to the Expansion Space, and any reference to the Lease Commencement Date shall mean the commencement of Tenant's leasing of the Expansion Space **("Expansion Space Commencement Date")**. Except as otherwise expressly provided herein, Tenant shall take the Expansion Space in its "as is" condition.

1.5.5 **Amendment to Lease**. If Tenant timely exercises Tenant's right to lease Expansion Space as set forth herein, then, within thirty (30) days thereafter, Landlord and Tenant shall execute an amendment (the "**Expansion Amendment"**) adding such Expansion Space to this Lease upon the same terms and conditions as the initial Premises as to Base Rent, Allowance and Base Rent abatement, prorated based upon the square footage of the Expansion Space and the Lease Term then remaining. For purposes of calculating Tenant's obligations under Article 4 of this Lease, Tenant's Share of Direct Expenses shall be increased by an amount equal to the rentable square footage of such Expansion Space leased by Tenant pursuant to this Section 1.5 divided by the total rentable square footage of the Building. Except to the extent inconsistent with the determination of Expansion Rent, all provisions of the Lease which vary based upon the rentable square footage of the Premises shall be adjusted to reflect the addition of such Expansion Space to the Premises. Tenant shall commence payment of Rent with respect to the Expansion Space commencing upon the Expansion Space Commencement Date. The term for Tenant's leasing of the Expansion Space shall be coterminous with the existing Premises (including all annual Base Rent adjustments) and shall expire on the Lease Expiration Date.

1.5.6 **No Defaults**. Tenant shall not have the right to lease Expansion Space as provided in this Section 1.5, if, as of the date of the attempted exercise of the expansion option by Tenant, or as of the scheduled date of delivery of such Expansion Space to Tenant, Tenant is in Default.

ARTICLE 2

LEASE TERM

2.1 **Lease Term**. The terms and provisions of this Lease shall be effective as of the date of this Lease except for the provisions of this Lease relating to the payment of Rent. The term of this Lease (the **"Lease Term"**) shall be as determined in accordance with Section 3.1 of the Summary, shall commence on the date determined in accordance with Section 3.2 of the Summary (the **"Lease Commencement Date")**, and shall terminate on the date determined in accordance with Section 3.3 of the Summary (the **"Lease Expiration Date")** unless this Lease is sooner terminated as hereinafter provided. This Lease shall not be void, voidable or subject to termination, nor shall Landlord be liable to Tenant for any loss or damage, resulting from Landlord's inability to deliver the Premises to Tenant by any particular date. At any time during the Lease Term, Landlord may deliver to Tenant a notice in the form as set forth in **Exhibit C**, attached hereto, as a confirmation only of the information set forth therein, which Tenant shall execute and return to Landlord within ten (10) business days of receipt thereof.

2.2 **Option Term**.

2.2.1 **Option Right**. Landlord hereby grants to Tenant two (2) options to extend the Lease Term for a period of five (5) years each (each, an "**Option Term**"), which option shall be exercisable only by written notice delivered by Tenant to Landlord as provided below, provided that the following conditions (the "**Option Conditions**") are satisfied: (i) as of the date of delivery of the "Option Rent Notice," as that term is defined in Section 2.2.4, below, or ROFR Notice, this Lease remains in full force and effect, Tenant is not in Default under this Lease and has not previously been in Default under this Lease more than twice in any 12-month period; (ii) as of the date of delivery of the "Option Exercise Notice," as that term is defined in Section 2.2.4, below, or ROFR Notice, this Lease remains in full force and effect, Tenant is not in Default under this Lease and has not previously been in Default under this Lease more than twice in any 12-month period; and (iii) as of the end of the initial Lease Term, this Lease remains in full force and effect, Tenant is not in Default under this Lease and has not previously been in Default under this Lease more than twice in any 12-month period. Landlord may, at Landlord's option, exercised in Landlord's sole and absolute discretion, waive any of the Option Conditions in which case the option, if otherwise properly exercised by Tenant, shall remain in full force and effect. Upon the proper exercise of such option to extend, and provided that Tenant satisfies all of the Option Conditions (except those, if any, which are waived by Landlord), the Lease Term, as it applies to the Premises, shall be extended for a period of five (5) years.

2.2.2 **Option Rent**. The annual Base Rent payable by Tenant during the Option Term (the "**Option Rent**") shall be equal to the Fair Rental Value for the Premises for the Option Term. Notwithstanding the foregoing, the Base Rent component of the Option Rent shall be adjusted accordingly such that Tenant shall continue to pay Tenant's Share of Direct Expenses during the Option Term in accordance with Article 4, below.

2.2.3 **Fair Rental Value**. As used in this Lease, "**Fair Rental Value**" shall be equal to the base rent on an annual per rentable square foot basis, including all escalations, at which, as of the commencement of the term of the subject space (i.e., the lease term of the Option Term or the ROFR Space, as the case may be), tenants are leasing non-sublease, non-encumbered, non-equity space which is comparable in size, location and quality to the Premises or the ROFR Space, as the case may be, for a comparable lease term, in an arm's length transaction consummated during the twelve (12) month period prior to the date on which Landlord delivers the "Option Rent Notice," as that term is defined in Section 2.2.4, below, or the ROFR Notice, as the case may be, which comparable space is located in the Project, or if there are not a sufficient number of comparable transactions in the Project, then in Comparable Buildings, taking into consideration the following concessions (collectively, the "**Concessions**") granted to renewing tenants for comparable leases: (a) rental abatement concessions, if any, being granted such tenants in connection with such comparable space; (b) tenant improvements or allowances provided or to be provided for such

comparable space, and taking into account the value of the existing improvements in the subject space, such value to be based upon the age, condition, design, quality of finishes and layout of the improvements and the extent to which the same could be utilized by a general office user (but taking into consideration, as applicable, the fact that the precise tenant improvements existing in the Premises are specifically suitable to Tenant); and (c) other reasonable monetary concessions being granted such tenants in connection with such comparable space; provided, however, that in calculating the Fair Rental Value, no consideration shall be given to (i) the fact that Landlord is or is not required to pay a real estate brokerage commission in connection with Tenant's exercise of its right to lease the subject space during the term thereof, or the fact that landlords are or are not paying real estate brokerage commissions in connection with such comparable space, and (ii) any period of rental abatement, if any, granted to tenants in comparable transactions in connection with the design, permitting and construction of tenant improvements in such comparable spaces, provided that in calculating the Fair Rental Value of the ROFR Space, consideration shall be given to such period of rental abatement, if any. The Fair Rental Value shall additionally include a determination as to whether, and if so to what extent, Tenant must provide Landlord with financial security, such as a letter of credit or guaranty, for Tenant's Rent obligations during the Option Term. Such Concessions, at Landlord's election, either (A) shall be reflected in the effective rental rate payable by Tenant (which effective rental rate shall take into consideration the total dollar value of such Concessions as amortized on a straight-line basis over the applicable term of the comparable transaction), in which case such Concessions evidenced in the effective rental rate shall not be granted to Tenant, or (B) shall be granted to Tenant in kind.

2.2.4 **Exercise of Option**. The option contained in this Section 2.2 shall be exercised by Tenant, if at all, only in the following manner: (i) Tenant shall deliver written notice (the "**Option Exercise Notice**") to Landlord not more than twelve (12) months nor less than ten (10) months prior to the expiration of the initial Lease Term, irrevocably exercising its option for the entire Premises then being leased by Tenant; and (ii) Landlord, after receipt of Tenant's notice, shall deliver notice (the "**Option Rent Notice**") to Tenant on or before the date that is seven (7) months prior to the expiration of the initial Lease Term setting forth the Option Rent, provided that, within ten (10) days after receipt of the Option Rent Notice, Tenant may, at its option, object to the Option Rent contained in the Option Rent Notice, in which case the parties shall follow the procedure, and the Option Rent shall be determined, as set forth in Section 2.2.5, below.

Notwithstanding anything to the contrary contained herein, if Tenant fails to give its Option Exercise Notice, then Tenant's right to exercise its then applicable Option Term shall nevertheless continue until the earlier of (i) the expiration of the Initial Term or the then-current Option Term, as applicable, or (ii) the date that is thirty (30) days following the date on which Tenant receives a notice (the "**Reminder Notice**") from Landlord advising Tenant of Tenant's failure to deliver such Option Exercise Notice (the "**Reminder Period**"). If Tenant notifies Landlord prior to the earlier date to occur of the following: (i) the expiration of the Initial Term or then-current Option Term, as applicable; or (ii) the expiration of the Reminder Period, that Tenant is exercising the Option Term in question, then Tenant shall be deemed to have timely given its Option Exercise Notice, and all of the provisions relating thereto shall be deemed to be in effect from and after the day that the applicable extended portion of the Initial Term or Option Term, as applicable, would have begun as if Tenant had timely exercised the applicable extension option. Landlord may deliver the Reminder Notice to Tenant any time on or after the first day on which Tenant fails to deliver its Option Exercise Notice. Notwithstanding the foregoing, Landlord shall have no obligation to provide Tenant with a Reminder Notice if Tenant is in default beyond any applicable cure period at any time prior to or on the date that Tenant is required to provide its Option Exercise Notice.

2.2.5 **Determination of Option Rent or ROFR Rent**. In the event Tenant timely and appropriately objects to the Option Rent or ROFR Rent, as the case may be, Landlord and Tenant shall attempt to agree upon the Option Rent using reasonable, good-faith efforts. If Landlord and Tenant fail to reach agreement within thirty (30) days following Tenant's timely and appropriate objection to the Option Rent or ROFR Rent, as the case may be (the **"Outside Agreement Date"**), then each party shall make a separate determination of the Option Rent or ROFR Rent, as the case may be within ten (10) business days after the Outside Agreement Date, and such determinations shall be submitted to arbitration in accordance with Sections 2.2.5.1 through 2.2.5.7, below.

2.2.5.1 Landlord and Tenant shall each appoint one arbitrator who shall by profession be a real estate appraiser who shall have been active over the five (5) year period ending on the date of such appointment in the appraisal of commercial office properties in the Orange County Airport/Irvine area. If the Option Rent or ROFR Rent, as the case may be, determined by Landlord's arbitrator differs by less than ten percent (10%) from the Option Rent or ROFR Rent, as the case may be, determined by Tenant's arbitrator, then the Option Rent or ROFR Rent, as the case may be, shall be deemed to be the average of the Option Rent or ROFR Rent, as the case may be, determined by Landlord's arbitrator and Tenant's arbitrator. Each such arbitrator shall be appointed within fifteen (15) business days after the Outside Agreement Date.

2.2.5.2 In the event the two (2) determinations shall differ by ten percent (10%) or more, then the two (2) arbitrators so appointed shall within ten (10) business days of the appointment of the last appointed arbitrator agree upon and appoint a third (3rd) arbitrator who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) arbitrators.

2.2.5.3 The three (3) arbitrators shall within thirty (30) days of the appointment of the third (3rd) arbitrator reach a decision as to whether the parties shall use Landlord's or Tenant's submitted Option Rent or ROFR Rent, as the case may be, and shall notify Landlord and Tenant thereof.

2.2.5.4 The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and Tenant.

2.2.5.5 If either Landlord or Tenant fails to appoint an arbitrator within fifteen (15) business days after the Outside Agreement Date, then the arbitrator appointed by one of them shall reach a decision, notify Landlord and Tenant thereof, and such arbitrator's decision shall be binding upon Landlord and Tenant.

2.2.5.6 If the two (2) arbitrators fail to agree upon and appoint a third (3rd) arbitrator, or both parties fail to appoint an arbitrator, then the appointment of the third (3rd) or any arbitrator shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association, but subject to the instructions set forth in this Section 2.2.5.

2.2.5.7 The cost of arbitration shall be split evenly between the parties.

2 . 3 **Early Access.** So long as Landlord has received from Tenant the first month's Base Rent due pursuant to Article 3 below, the Security Deposit, certificates satisfactory to Landlord evidencing the insurance required to be carried by Tenant under this Lease, and so long as the Tenant and its contractors and employees do not interfere with the completion of the Tenant Improvements required to be performed by Landlord, subject to governmental approvals, Landlord shall give Tenant and Tenant's designated agents and contractors reasonable access to the Premises approximately five (5) weeks prior to the Estimated Lease Commencement Date (the "**Early Access Period**") only for purposes of installing Tenant's computer network, telephone equipment, and built-in furniture, fixtures and equipment ("**Tenant's Work**"). So long as occupancy permits have been issued as to the Premises and Tenant has obtained business permits and any other permits required to occupy and conduct business at the Premises, Tenant shall be permitted to conduct business operations from the Premises during the Early Access Period. Landlord will, consistent with its obligation to other tenants in the Building, if appropriate and necessary, make the loading docks and freight/construction elevator reasonably available to Tenant in connection with initial decorating, furnishing and moving into the Premises. Tenant agrees to pay for any staffing of the loading docks freight/construction elevator, if needed, outside the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday. Tenant's Work shall be performed by Tenant at Tenant's sole cost and expense. Tenant's access to the Premises during the Early Access Period shall be subject to all terms and conditions of this Lease; provided, however, Tenant shall not be obligated to pay Base Rent or any Additional Rent for the Premises during the Early Access Period until the Lease Commencement Date. Tenant agrees to provide Landlord with prior notice of any such intended early access and to cooperate with Landlord during the Early Access Period so as not to interfere with Landlord in the completion of the Tenant Improvements. Should Landlord determine such early access interferes with the Tenant Improvements, such delay shall be deemed a "Tenant Delay" as provided in the Tenant Work Letter, and Landlord may revoke Tenant's access to the Premises until the Tenant Improvements are substantially completed.

ARTICLE 3

BASE RENT

Commencing on the Lease Commencement Date, Tenant shall pay, without prior notice or demand, to Landlord or Landlord's agent at the address set forth in Section 4.2 of the Summary, or, at Landlord's option, at such other place as Landlord may from time to time designate by delivering written notice to Tenant at Tenant's notice address as set forth herein, by a check or wire transfer for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("**Base Rent**") as set forth in Section 4 of the Summary, payable in equal monthly installments as set forth in Section 4 of the Summary in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction whatsoever. The Base Rent for the first full month of the Lease Term shall be paid at the time of Tenant's execution of this Lease. If any Rent payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any payment of Rent is for a period which is shorter than one month, the Rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to 1/365 of the applicable annual Rent. It is intended that this Lease be a "triple net lease," and that the Rent to be paid hereunder by Tenant will be received by Landlord without any deduction or offset whatsoever by Tenant, foreseeable or unforeseeable, except as otherwise expressly provided in this Lease. Except as expressly provided to the contrary in this Lease, Landlord shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Lease or the ownership, construction, maintenance, operation or repair of the Premises or the Project. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

Notwithstanding the foregoing, provided Tenant is not in Default under this Lease, Landlord hereby agrees to abate Tenant's obligation to pay Base Rent during the Base Rent Abatement Period (such total amount of abated Base Rent in the total amount of $1,111,347.90 (i.e., $74,089.86 per month for 15 months) being hereinafter referred to as the "**Abated Base Rent**") (the Abated Base Rent, Abated Parking Charges [as defined in Section 8 of the Summary], Abated Fitness Center Charges [as defined in Section 29.39 below], Abated Conference Room Charges [as defined in Section 29.40 below], and Applied Allowance [as defined in the Tenant Work Letter] are collectively referred to herein as the " **Abated Amount**"). During the Base Rent Abatement Period, Tenant will still be responsible for the payment of all other monetary obligations under this Lease. Tenant acknowledges that any Default under this Lease will cause Landlord to incur costs not contemplated hereunder, the exact amount of such costs being extremely difficult and impracticable to ascertain, therefore, should Tenant at any time during the Lease Term be in Default under this Lease, then the total unamortized sum of such Abated Amount (amortized on a straight line basis over of the last 120 months of the initial Lease Term) so conditionally excused shall become immediately due and payable by Tenant to Landlord and any remaining Abated Amount shall no longer be available to Tenant as a rent credit from the date of such Default. Tenant acknowledges and agrees that nothing in this Article 3 is intended to limit any other remedies available to Landlord at law or in equity under applicable Laws (including, without limitation, the remedies

Under California Civil Code Section 1951.2 and/or 1951.4 and any successor statutes or similar laws) in the event of a Default under this Lease.

Notwithstanding the foregoing, Landlord shall have the option to make a cash payment (the "**Buyout Payment**") to Tenant in the amount of the then remaining Abated Base Rent due under the immediately preceding paragraph, and/or any unused Allowance which may be applied pursuant to Section 5(f) of the Tenant Work Letter (i.e., the Applied Allowance, subject to the Outside Allowance Date). Upon Landlord's tender of such Buyout Payment, Tenant shall no longer be entitled to the Abated Base Rent and/or any available Applied Allowance. Landlord shall exercise its option to buy out the Abated Base Rent and/or Applied Allowance by delivering at least ten (10) days' prior written notice thereof to Tenant, and shall make the Buyout Payment to Tenant on or about the date set forth in such notice.

ARTICLE 4

ADDITIONAL RENT

4.1 **General Terms**. In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay "Tenant's Share" of the annual "Direct Expenses," as those terms are defined in Section 5 of the Summary and Section 4.2.1 of this Lease, respectively. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord or Landlord's property manager pursuant to the terms of this Lease, are hereinafter collectively referred to as the "**Additional Rent**", and the Base Rent and the Additional Rent are herein collectively referred to as "**Rent**." All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner as the Base Rent. Without limitation on other obligations of Tenant which survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.2 **Definitions of Key Terms Relating to Additional Rent**. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 **"Direct Expenses"** shall mean, collectively, the "Operating Expenses", "Tax Expenses" and "Utility Expenses". Landlord estimates in good faith that Tenant's Share of Operating Expenses and Tax Expense shall not exceed $1.08 per square foot in the aggregate for Expense Year 2018; provided, however, Tenant acknowledges that such amount is an estimate only and may be subject to change.

4.2.2 **"Expense Year"** shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires.

4.2.3 **"Operating Expenses"** shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or accrues during any Expense Year because of or in connection with the ownership, management, maintenance, security, repair, replacement, restoration or operation of the Project, or any portion thereof (provided, however, Operating Expenses shall not include Tax Expenses and Utility Expenses (as those terms are defined below). Without limiting the generality of the foregoing, Operating Expenses shall specifically include actual, out of pocket costs incurred by Landlord in connection with any and all of the following: (i) the cost of operating, repairing, maintaining, and renovating the utility, telephone, mechanical, sanitary, storm drainage, and elevator systems, and the cost of maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with a transportation system management program or similar program; (iii) the cost of all insurance carried by Landlord or the property manager of Landlord in connection with the Project in such amounts as Landlord may reasonably determine or as may be required by the Development CC&R's, any mortgagees or the lessor of any underlying or ground lease affecting the Project and/or the Building (provided that Landlord represents that, as of the Effective Date, no such underlying or ground lease(s) exist); (iv) the cost of landscaping, relamping, all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project, or any portion thereof; (v) costs incurred in connection with the parking areas servicing the Project; (vi) fees and other costs, including management fees, consulting fees, legal fees and accounting fees related to the general operation of Landlord's business (but excluding, by way of example only and not of limitation, any legal fees incurred by Landlord in pursuing a default against another tenant or occupant of the Project), of all contractors and consultants in connection with the management, operation, maintenance or security of the Project, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; provided, that if any employees of Landlord or its property manager provide services for more than one project, then a prorated portion of such employees' wages, benefits and taxes shall be included in Operating Expenses based on the portion of their working time devoted to the Project; (vii) payments under any equipment rental agreements and the fair rental value of any management office space and the cost of furnishings in such management office space; (viii) wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons engaged in the operation, maintenance and security of the Project; (ix) costs under any instrument pertaining to the sharing of costs by the Project; (x) operation, repair, maintenance and replacement of all systems and equipment and components thereof of the Building and/or the Project; (xi) the cost of janitorial, alarm, security and other services, replacement of wall and floor coverings, ceiling tiles and fixtures in common areas, maintenance and replacement of curbs and walkways, repair to roofs and re-roofing; (xii) amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Project, or any portion thereof; (xiii) the cost of capital improvements or other costs incurred in connection with the Project (A) which are intended to improve economies in the operation or maintenance of the Project, or any portion thereof, or (B) that are required under any governmental law or regulation; provided, however, that any capital expenditure shall be amortized with interest over its useful life (as determined by Landlord using sound real estate management principles as similarly applied by other similar landlords of Comparable

Buildings); (xiv) costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord by, any federal, state or local government for fire and police protection, trash removal, community services, or other services which do not constitute "Tax Expenses" as that term is defined in Section 4.2.5, below; and (xv) payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs by the Building (collectively, **"CC&R Payments"**), including, without limitation, all assessments levied against Landlord or the Project pursuant to the Development CC&R's (whether or not the same would otherwise be includable in Operating Expenses pursuant to this Section 4.2).

Notwithstanding anything to the contrary contained herein, during the entire Lease Term, Tenant's Share of "controllable expenses" shall not increase by more than five percent (5%) of such controllable expenses per calendar year on a cumulative, compounded basis. As used herein, the term "controllable expenses" means all Operating Expenses other than (i) insurance costs; (ii) union wages; (iii) intentionally deleted; (iv) costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations or interpretations thereof promulgated by, any federal, state, regional, municipal or local governmental authority in connection with the use or occupancy of the Building or the Project or the parking facility serving the Building or the Project; (v) any CC&R Payments; and (vi) all fees fixed under contracts in existence on the date hereof. The parties acknowledge that Utility Expenses and Tax Expenses are not part of Operating Expenses and, as such, are not part of controllable expenses.

If Landlord is not furnishing any particular work or service (the cost of which is variable, and if performed by Landlord, would be included in Operating Expenses) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed to be increased by an amount equal to the additional Operating Expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. If the Project is not at least one hundred percent (100%) occupied during all or a portion of any Expense Year, Landlord may elect to make an appropriate adjustment to those portions, if any, of the Operating Expenses which vary based upon the occupancy level of the Project, for such year to determine the amount of Operating Expenses that would have been incurred had the Project been one hundred percent (100%) occupied; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year.

Landlord shall use commercially reasonable efforts to minimize Operating Expenses in a manner consistent with good business practices and all Operating Expenses shall be based upon competitive charges for similar services and/or materials that are available in the general vicinity of the Project. In the event of any dispute as to whether an item represents an expense or a capital item, sound economic management principles shall be determinative and binding on the parties. Notwithstanding anything in this Lease to the contrary, there will be no duplication in charges to Tenant by reason of the provisions in this Lease setting forth Tenant's obligation to reimburse Landlord for Operating Expenses or by reason of any other provision of this Lease.

Notwithstanding anything to the contrary contained herein, Operating Expenses shall not include (i) the cost of initially constructing and installing, or reconstructing and reinstalling, all or any portion of the Project, the Common Areas, or any expansion or replacement thereof (unless such replacement is a capital expense in which event same shall be amortized in accordance with the terms of this Lease); (ii) except as expressly set forth above, the cost of capital improvements or replacements or any other expenditure that, pursuant to sound economic management principles, is deemed to be a capital expense, or payments on account of future capital expenses or accounts or funds maintained entirely or in part for the purpose of funding future capital improvements; (iii) any cost to repair a Common Area element incurred during the one (1) year construction warranty period following initial construction of such element; (iv) depreciation on any buildings or improvements related to the Project; (v) interest, late charges, and penalties on any Operating Expenses, unless the same is incurred solely as a result of Tenant's failure to timely pay the same; (vi) in-house attorneys' fees and costs; (vii) the cost of any tenant improvements or other improvements, or other services or other Common Area costs, which are performed by or incurred by Landlord for the benefit of some, but not all, tenants of the Project; (viii) expenses for maintenance, repair and insurance of any outlot area that is separately maintained, insured, or paid for by the users of such outlot area; (ix) Common Area costs that are self-insured (excluding commercially reasonable retentions or deductibles) or are reimbursed by insurance proceeds (or would have been so reimbursed had Landlord maintained full replacement cost insurance) and/or condemnation awards; (x) any and all expenses incurred in procuring, retaining, negotiating, amending, extending, administering, or terminating leases with any existing or prospective tenants, including advertising, brokerage, architectural, engineering, and legal fees related thereto; (xi) any amounts payable under mortgages, deeds of trust, or ground leases encumbering all or any part of the Project; (xii) any costs or expenses incurred by Landlord in securing any governmental approvals to construct or operate the Project, whether pursuant to a development agreement or otherwise, including any impact fees, development fees, dedications, or other fees or charges paid to any governmental authority in connection with any such construction or operation; (xiii) any costs and expenses of investigating, removing, maintaining or monitoring any hazardous material existing within the Project as of the Effective Date or caused by any party other than Landlord or any of the tenants of the Project, or any costs and expenses of complying with Laws (to the extent the Project is not in compliance with Laws as of the Effective Date); (xiv) costs attributable to enforcing leases against tenants in the Project, such as attorney's fees, court costs, adverse judgments, and similar expenses; (xv) costs that are reimbursable to Landlord by tenants as a result of provisions contained in their specific lease, such as excessive use of utilities; (xvi) costs incurred due to violations of any of the terms and conditions of any leases in the Project; (xvii) management fees, administrative costs, on-site personnel, overhead and/or profit (combined) in excess of three percent (3%) of total Rent paid by tenants of the Project during the subject calendar year; (xviii) any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord; (xix) rentals and other related expenses incurred in leasing air conditioning systems, elevators, or other equipment ordinarily considered to be of a capital nature, but only if the rental cost is more than the amortized replacement cost Landlord would have incurred and been able to pass through; (xx) advertising and promotional expenditures, including wages and salaries of persons managing or administering such expenditures; (xxi) intentionally deleted; (xxii) wages, salaries or other compensation paid to any employee above the grade of portfolio

manager; (xxiii) the cost of correcting any violations of Laws existing within the Project as of the Effective Date; (xxiv) costs attributable to repairing or replacing items that are covered by warranties; (xxv) any costs attributable to holiday decorations; (xxvi) the cost or rental value of vacant space in the Project, or space provided for maintenance, management, administrative, or security functions; (xxvii) any charges that duplicate other charges payable or monies due from Tenant hereunder; (xxviii) intentionally deleted; (xxix) intentionally deleted; (xxx) any expense(s) related to the defense of Landlord's title to the Property; (xxxi) any costs to correct original or latent defects in the design, construction or equipment of the Project in the first year of the Lease Term; and (xxxii) any charitable, lobbying, special interest or political contributions.

4.2.4 **"Utility Expenses"** shall mean all actual charges for utilities for the Property including the Common Areas, calculated assuming the Property is one hundred percent (100%) occupied, including but not limited to water, sewer and electricity, and the costs of heating, ventilating and air conditioning and other utilities (but excluding those charges for which tenants are individually responsible) as well as related fees, assessments and surcharges.

4.2.5 **Taxes**.

4.2.5.1 **"Tax Expenses"** shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Project, or any portion thereof), which shall be paid or accrued during any Expense Year (without regard to any different fiscal year used by such governmental or municipal authority) because of or in connection with the ownership, leasing and operation of the Project, or any portion thereof.

4.2.5.2 Tax Expenses shall include, without limitation, any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of California in the June 1978 election ("**Proposition 13**") and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants, and, in further recognition of the decrease in the level and quality of governmental services and amenities as a result of Proposition 13, Tax Expenses shall also include any governmental or private assessments or the Project's contribution towards a governmental or private cost-sharing agreement for the purpose of augmenting or improving the quality of services and amenities normally provided by governmental agencies.

4.2.5.3 Any reasonable and actual out of pocket costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are paid. Refunds of Tax Expenses shall be credited against Tax Expenses and refunded to Tenant regardless of when received, based on the Expense Year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such Expense Year exceed the total amount paid by Tenant as Additional Rent under this Article 4 for such Expense Year. If Tax Expenses for any period during the Lease Term or any extension thereof are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord upon demand Tenant's Share of any such increased Tax Expenses included by Landlord as Tax Expenses pursuant to the terms of this Lease. Notwithstanding anything to the contrary contained in this Section 4.2.4 (except as set forth in Section 4.2.4.1, above), there shall be excluded from Tax Expenses (i) all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Project), (ii) any items included as Operating Expenses, (iii) any items paid by Tenant under Section 4.5 of this Lease, and (iv) any late payment penalties, fees or interest as a result of Landlord's failure to make payments when due.

4.3 **Cost Pools**. Landlord shall have the right, from time to time, to equitably allocate some or all of the Direct Expenses for the Building and Project among different portions or occupants of the Building and Project, including retail and office areas (the "**Cost Pools**"), in Landlord's reasonable discretion. The Direct Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable manner, provided that at no time shall the Cost Pool allocated to Tenant exceed Tenant's percentage share of the applicable Cost Pool. Additionally, Landlord shall have the right, from time to time, to equitably allocate some or all of the Direct Expenses for the Building and Project among different buildings within the Project, in Landlord's reasonable discretion, in which event Tenant's Share shall be based on the Building's share of such Direct Expenses, as so allocated.

4.4 **Calculation and Payment of Additional Rent**.

4.4.1 **Statement of Actual Direct Expenses and Payment by Tenant**. Landlord shall endeavor to give to Tenant within one hundred twenty (120) days following the end of each Expense Year, a statement (the **"Statement"**) which shall state the Direct Expenses incurred or accrued for such preceding Expense Year. If for any Expense Year ending or commencing within the Lease Term, Tenant's Share of Direct Expenses for such Expense Year exceeds the Estimated Direct Expenses actually paid by Tenant and received by Landlord, then Tenant shall pay to Landlord, in the manner set forth hereinbelow, and as Additional Rent, an amount equal to the excess (the "**Excess**"). Notwithstanding the foregoing, Landlord and Tenant hereby acknowledge and agree that, except as expressly set forth

in the last sentence of this Section 4.4.1, the failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord or Tenant from enforcing its rights under this Article 4. Upon receipt of the Statement for each Expense Year commencing or ending during the Lease Term, if an Excess is present, Tenant shall pay, upon the later of its next installment of Base Rent due or twenty (20) days after its receipt of the Statement, the full amount of the Excess for such Expense Year. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of Direct Expenses for the Expense Year in which this Lease terminates, if an Excess if present, Tenant shall immediately pay to Landlord such amount following receipt by Tenant of the Statement setting forth the Excess. In the event that a Statement shall indicate that Tenant has paid more as Estimated Direct Expenses than Tenant's Share of Direct Expenses in connection with any Expense Year (an "**Overage**"), Tenant shall receive, at Tenant's option, a refund of the Overage or a credit against the Rent next due under this Lease in the amount of such Overage (or, in the event that this Lease shall have terminated, Tenant shall receive a refund from Landlord in the amount of such Overage). The provisions of this Section 4.4.1 shall survive the expiration or earlier termination of the Lease Term. Notwithstanding the immediately preceding sentence, Tenant shall not be responsible for Tenant's Share of any Direct Expenses attributable to any Expense Year which are first billed to Tenant more than twelve (12) months after the end of the Expense Year to which such Direct Expenses relate, except where the failure to provide such billing as to any particular item is beyond Landlord's reasonable control (e.g., tax assessments that are late in arriving from the tax assessor), in which case such 12-month limit shall not be applicable.

4.4.2 **Statement of Estimated Direct Expenses**. In addition, Landlord shall give Tenant a yearly expense estimate statement (the "**Estimate Statement**") which shall set forth Landlord's good faith estimate (the "**Estimate**") of what the total amount of Direct Expenses for the then-current Expense Year shall be (the "**Estimated Direct Expenses**"). The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Direct Expenses under this Article 4, nor shall Landlord be prohibited from revising any Estimate Statement or Estimated Direct Expenses theretofore delivered to the extent necessary. Thereafter, Tenant shall pay, with its next installment of Base Rent due, a fraction of the Estimated Direct Expenses for the then-current Expense Year (reduced by any amounts already paid pursuant to the last sentence of this Section 4.4.2). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year, including the month of such payment, and twelve (12) as its denominator. Until a new Estimate Statement is furnished (which Landlord shall have the right to deliver to Tenant at any time), Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Direct Expenses set forth in the previous Estimate Statement delivered by Landlord to Tenant.

4.5 **Taxes and Other Charges for Which Tenant Is Directly Responsible**

4.5.1 Tenant shall be liable for and shall pay at least ten (10) days before delinquency, taxes levied against Tenant's equipment, furniture, trade fixtures and any other personal property located in or about the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

4.5.2 If the tenant improvements in the Premises, whether installed and/or paid for by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, are assessed for real property tax purposes at a valuation higher than the valuation at which tenant improvements conforming to Landlord's "building standard" in other space in the Building are assessed, then the Tax Expenses levied against Landlord or the property by reason of such excess assessed valuation shall be deemed to be taxes levied against personal property of Tenant and shall be governed by the provisions of Section 4.5.1, above.

4.5.3 Notwithstanding any contrary provision herein, Tenant shall pay prior to delinquency any (i) rent tax or sales tax, service tax, transfer tax or value added tax, or any other applicable tax on the rent or services herein or otherwise respecting this Lease, (ii) taxes assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Project, including the Project parking facility; or (iii) taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

4.6 **Landlord's Books and Records**. Within ninety (90) days after receipt of a Statement by Tenant, if Tenant disputes the amount of Direct Expenses set forth in the Statement, an independent certified public accountant (which accountant is a member of a nationally or regionally recognized accounting firm and which accountant shall not be compensated on a contingency fee or similar basis related to the result of such audit), designated by Tenant, may, after reasonable notice to Landlord and at reasonable times subject to Landlord's reasonable scheduling requirements, inspect Landlord's records at Landlord's offices; provided that Tenant is not then in Default under this Lease; and further provided that such inspection must be completed within ten (10) business days after Landlord's records are made available to Tenant. Tenant agrees that any records of Landlord reviewed under this Section 4.6 shall constitute confidential information of Landlord, which Tenant shall not disclose, nor permit to be disclosed by Tenant or Tenant's accountant, except to Tenant's principals, attorneys or as may be directed by court order. If, within thirty (30) days after such inspection, Tenant notifies Landlord in writing that Tenant still disputes such Direct Expenses included in the Statement, then a certification as to the proper amount shall be made, at Tenant's expense, by an independent certified public accountant selected by Tenant and reasonably approved by Landlord, which certification shall be final and conclusive; provided, however, if the actual amount of Direct Expenses due for that

Expense Year, as determined by such certification, is determined to have been overstated by more than three percent (3%), then Landlord shall pay the reasonable out-of-pocket costs associated with such certification, not to exceed $1,500.00. Tenant's failure (i) to take exception to any Statement within ninety (90) days after Tenant's receipt of such Statement or (ii) to timely complete its inspection of Landlord's records or (iii) to timely notify Landlord of any remaining dispute after such inspection shall be deemed to be Tenant's approval of such Statement and Tenant, thereafter, waives the right or ability to dispute the amounts set forth in such Statement, which Statement shall be considered final and binding. If the results of Tenant's audit shows an overcharge to Tenant, then within thirty (30) days after completion of such audit, Landlord shall credit Tenant (or if the Term of this Lease has expired, refund to Tenant), any overcharge discovered by the audit, and if such audit discloses an undercharge to Tenant, Tenant shall pay Landlord the amount of such undercharge within thirty (30) days after completion of such audit. Notwithstanding anything in this Section 4.6 to the contrary, Tenant may not inspect Landlord's records pursuant to this Section 4.6 more than once during each 12-month period.

ARTICLE 5

USE OF PREMISES

5.1 **Permitted Use**. Tenant shall use the Premises solely for general office purposes consistent with the character of the Building as a first-class office building and Tenant shall not use or permit the Premises or the Project to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

5.2 **Prohibited Uses**. The uses prohibited under this Lease shall include, without limitation, use of the Premises or a portion thereof for (i) offices of any agency or bureau of the United States or any state or political subdivision thereof; (ii) offices or agencies of any foreign governmental or political subdivision thereof; (iii) offices of any health care professionals or service organization; (iv) schools or other training facilities which are not ancillary to corporate, executive or professional office use; (v) retail or restaurant uses; (vi) communications firms such as radio and/or television stations, or (vii) an executive suites subleasing business or operation. Tenant shall not allow occupancy density of use of the Premises which is greater than the density limitation provided by applicable Law or any covenants, conditions, and restrictions now or hereafter affecting the Building. Tenant further covenants and agrees that Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations set forth in **Exhibit D**, attached hereto, as the same may be amended by Landlord from time to time, or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project) including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect. Tenant shall not do or permit anything to be done in or about the Premises which will in any way damage the reputation of the Project or obstruct or interfere with the rights of other tenants or occupants of the Building, or injure or annoy them or use or allow the Premises to be used for any improper or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall comply with all recorded covenants, conditions, and restrictions now or hereafter affecting the Project, copies of which have been provided to Tenant or, with regard to future covenants, conditions and restrictions, as to which Landlord has provided Tenant with a written copy. To Landlord's actual knowledge, without any duty of investigation or inquiry, the recorded covenants, conditions, and restrictions affecting the Project as of the Effective Date are referenced on **Exhibit G** attached hereto.

5.3 **Hazardous Materials; Tenant**. Except for ordinary and general office supplies typically used in the ordinary course of business within office buildings, such as copier toner, liquid paper, glue, ink and common household cleaning materials (some or all of which may constitute "Hazardous Materials" as defined in this Lease), Tenant agrees not to cause or knowingly permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Premises, the Building, the Common Areas or any other portion of the Project by Tenant, its agents, employees, subtenants, assignees, licensees, contractors or invitees (collectively, "**Tenant's Parties**"), without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Upon the expiration or earlier termination of this Lease, Tenant agrees to promptly remove from the Premises, the Building and the Project, at its sole cost and expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in, under or about the Premises, the Building and/or the Project or any portion thereof by Tenant or any of Tenant's Parties. To the fullest extent permitted by law, Tenant agrees to promptly indemnify, protect, defend and hold harmless Landlord and Landlord's partners, officers, directors, employees, agents, successors and assigns (collectively, "**Landlord Indemnified Parties**") from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) which arise or result from the presence of Hazardous Materials on, in, under or about the Premises, the Building or any other portion of the Project and which are caused or permitted by Tenant or any of Tenant's Parties. Tenant agrees to promptly notify Landlord of any release of Hazardous Materials at the Premises, the Building or any other portion of the Project which Tenant becomes aware of during the Lease Term, whether caused by Tenant or any other persons or entities. In the event of any release of Hazardous Materials caused by Tenant or any of Tenant's Parties, Landlord shall have the right, but not the obligation, to cause Tenant to immediately take all steps Landlord deems necessary or appropriate to remediate such release and prevent any similar future release to the satisfaction of Landlord and Landlord's mortgagee(s). As used in this Lease, the term "**Hazardous Materials**" shall mean and include any hazardous or toxic materials, substances or wastes as now or hereafter designated under any law, statute, ordinance, rule, regulation, order or ruling of any agency of the state in which the Building is located, the United States Government or any local governmental authority, including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation,

polychlorinated biphenyls ("**PCBs**"), and freon and other chlorofluorocarbons. The provisions of this Section 5.3 will survive the expiration or earlier termination of this Lease.

5.4 **Hazardous Materials; Landlord**. Landlord represents and warrants to Tenant that, without independent investigation or inquiry whatsoever, it has no current, actual knowledge of the presence of Hazardous Materials in, on or at the Premises, Building or Project in excess of legally permissible levels as of the date of execution of this Lease. Landlord shall clean up and remove from the Premises and Building all Hazardous Materials located therein or thereon as and when required by applicable governmental regulations, at no cost to Tenant, except if and to the extent such cleanup and removal is required by virtue of the acts of Tenant or any of Tenant's Parties. Subject to the limitations set forth in Section 29.13 of this Lease, Landlord agrees to indemnify and hold Tenant harmless from and against any and all liability, claims, damages, losses or causes of action whatsoever (except consequential damages, including, without limitation, lost profits) incurred by Tenant by reason of any unlawful Hazardous Materials on or in the Premises, the Building or the Project prior to Tenant's first entry into the Premises, or thereafter introduced in, on or at the Premises, the Building or the Project by Landlord or any Landlord Indemnified Parties.

ARTICLE 6

SERVICES AND UTILITIES

6.1 **Standard Tenant Services**. Landlord (or Landlord's property manager) shall provide the following services on all days (unless otherwise stated below) during the Lease Term as part of Direct Expenses.

6.1.1 Subject to limitations imposed by all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating and air conditioning ("**HVAC**") when necessary for normal (i.e., as regulated by OSHA) comfort for customary office use in the Premises from 8:00 A.M. to 6:00 P.M. Monday through Friday, and on Saturdays from 9:00 A.M. to 1:00 P.M. (collectively, the " **Building Hours**"), except for the date of observation of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and, at Landlord's discretion, other nationally recognized holidays (collectively, the "**Holidays**"). Notwithstanding the foregoing, (a) Landlord shall not be required to furnish the Building with HVAC during Saturdays, unless requested by Tenant not less than sixty (60) minutes in advance through Landlord's "app" which is used in connection with its ownership and operation of the Premises, which "app" is called Genea, and (b) subject to the terms hereof, Tenant's use of HVAC during the period from 9:00 a.m. to 1:00 p.m. on Saturdays shall be free of charge if timely requested.

6.1.2 Landlord shall provide adequate electrical wiring and facilities for normal general office use and electricity at levels consistent with normal general office use, as reasonably determined by Landlord. Tenant shall bear the cost of replacement of lamps, starters and ballasts for non-Building standard lighting fixtures within the Premises.

6.1.3 Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes and for any business office type kitchens in the Premises and the Common Areas.

6.1.4 Landlord shall provide janitorial services five (5) days a week (i.e., Sunday through Thursday) to the Premises and the Common Areas, except on the date of observation of the Holidays, and window washing services in a manner consistent with other comparable buildings in the vicinity of the Building.

6.1.5 Landlord shall provide nonexclusive, non-attended automatic passenger elevator service during the Building Hours, except on Holidays, and shall have one elevator available at all other times, except on the Holidays.

6.1.6 Landlord shall provide nonexclusive freight elevator service subject to scheduling by Landlord.

Tenant shall cooperate fully with Landlord at all times and abide by all regulations and requirements that Landlord may reasonably prescribe for the proper functioning and protection of the HVAC, electrical, mechanical and plumbing systems.

6.2 **Overstandard Tenant Use**. Tenant shall not, without Landlord's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), use heat-generating machines (such, as for example only, server blades, IT equipment, UPS back-up power, supplemental HVAC units and commercial cooking equipment), machines other than normal fractional horsepower office machines, or equipment or lighting other than Building standard lights in the Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the water normally furnished for the Premises by Landlord (or Landlord's property manager) pursuant to the terms of Section 6.1 of this Lease. If such consent is given, Landlord (or Landlord's property manager) shall have the right to install supplementary air conditioning units or other facilities in the Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord (or Landlord's property manager) upon billing by Landlord (or Landlord's property manager). If Tenant uses water, electricity, heat or air conditioning in excess of that supplied by Landlord (or Landlord's property manager) pursuant to Section 6.1 of this Lease, or if Tenant shall install and/or operate in the Premises any equipment which shall have an electrical consumption greater than that of normal general office equipment, or which, consistent with the practices of the landlords of comparable first class office buildings located in the general vicinity of the Building, are considered to be high electricity consumption equipment, Tenant shall pay to Landlord (or Landlord's property manager), upon billing, the cost of such excess consumption and the cost of the installation, operation, and maintenance of equipment

which is installed in order to supply such excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption; and Landlord (or Landlord's property manager) may install devices to separately meter any increased use and in such event Tenant shall pay the increased cost directly to Landlord (or Landlord's property manager), upon billing, at the rates charged by the public utility company furnishing the same, including the cost of such additional metering devices. Tenant's use of electricity shall never exceed the capacity of the feeders to the Project or the risers or wiring installation, and subject to the terms of Section 29.32, below, Tenant shall not install or use or permit the installation or use of any data storage and/or processing equipment in the Premises, without the prior written consent of Landlord. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord (or Landlord's property manager) is obligated to supply such utilities pursuant to the terms of Section 6.1 of this Lease ("**After Hours HVAC**"), Tenant shall give Landlord at least 15-minutes prior notice of Tenant's desired use in order to supply such After Hours HVAC, and Landlord (or Landlord's property manager) shall supply such After Hours HVAC to Tenant on an hourly basis and (subject to a two (2) hour minimum for usage not immediately preceding or following Building Hours) at an hourly cost to Tenant (which shall be treated as Additional Rent) equal to Landlord's actual cost of providing the same (i.e., currently $80.00 per hour, with 2 hours minimum [or one (1) hour minimum for usage immediately preceding or immediately following Building Hours]) (the "**After Hours HVAC Rate**").

6.3 **Interruption of Use**. Tenant agrees that Landlord (or Landlord's property manager) shall not be liable for damages, by abatement of Rent (except as specifically set forth in Section 19.6.2 of this Lease) or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by breakage, repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Project after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause (provided that the foregoing shall not limit Landlord's liability, if any, pursuant to applicable law for personal injury and property damage to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors, subject to the terms of Article 10, below); and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent (except as specifically set forth in Section 19.6.2 of this Lease) or performing any of its obligations under this Lease. Furthermore, Landlord (or Landlord's property manager) shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6. Landlord (or Landlord's property manager) may comply with voluntary controls or guidelines promulgated by any governmental entity relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions without creating any liability of Landlord (or Landlord's property manager) to Tenant under this Lease, provided that the Premises are not thereby rendered untenantable.

ARTICLE 7

REPAIRS

7.1 **Repair and Maintenance.** Tenant shall, at Tenant's own expense, pursuant to the terms of this Lease, including without limitation Article 8 hereof, keep the Premises, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Term. In addition, Tenant shall, at Tenant's own expense and within any reasonable period of time specified by Landlord, pursuant to the terms of this Lease, including without limitation Article 8 hereof, promptly and adequately repair all damage to the Premises and replace or repair all damaged, broken, or worn fixtures and appurtenances, except for damage caused by ordinary wear and tear or beyond the reasonable control of Tenant; provided however, that, at Landlord's option, or if Tenant fails to make such repairs and such failure continues for more than ten (10) days after Tenant's receipt of written notice from Landlord or such longer period of time as may be reasonable under the circumstances (except in the event of an emergency in which event no prior notice shall be required), Landlord (or Landlord's property manager) may, but need not, make such repairs and replacements, and Tenant shall pay Landlord (or Landlord's property manager) the cost thereof, including a percentage of the cost thereof (to be uniformly established for the Building and/or the Project) sufficient to reimburse Landlord (or Landlord's property manager's) for all overhead, general conditions, fees and other costs or expenses arising from Landlord's (or Landlord's property manager) involvement with such repairs and replacements forthwith upon being billed for same. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements or additions to the Premises or to the Project or to any equipment located in the Project as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree. Notwithstanding the foregoing, or anything to the contrary set forth herein, Landlord shall not enter the Premises without first giving Tenant not less than 48 hours' prior written notice (except in the event of an emergency in which event no prior notice shall be required). Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

Landlord shall at all times during the Lease Term maintain in good condition and operating order the structural portions of the Building, including, without limitation, the foundation, floor slabs, ceilings, roof, curtain wall, exterior glass and mullions, columns, beams, shafts (including elevator shafts), elevator cabs, stairs (except internal stairways installed in the Premises), escalators, public men's and women's restrooms, Building mechanical, electrical, telephone and janitorial closets, and all Common Areas (collectively, the "**Building Structure**"), and the base Building mechanical, electrical, life safety, plumbing, sprinkler and HVAC systems which were not installed by the Tenant Parties, are not located in the Premises and do not exclusively service the Premises (collectively, the "Building Systems"). Except as specifically set forth in this Lease to the contrary, Tenant shall not be required to

repair the Building Structure and/or the Building Systems except to the extent required because of Tenant's use of the Premises for other than normal and customary business office operations.

7.2 **Tenant's Right to Make Certain Repairs.** Notwithstanding the provisions of Section 7.1, above, if Tenant provides written notice to Landlord of an event or circumstance which requires the action of Landlord and such repair and/or maintenance relates to improvements which are contained wholly within the Premises (not including any of the Building Structure or Building Systems), and if Landlord fails to commence corrective action within a reasonable period of time, given the circumstances, after the receipt of such written notice, but in any event not later than thirty (30) days after receipt of such written notice, then Tenant may proceed to take the required action upon delivery of an additional five (5) days' prior written notice to Landlord specifying that Tenant is taking such required action, and if such action was required under the terms of this Lease to be taken by Landlord and was not commenced by Landlord within such five (5) day period and thereafter diligently pursued to completion, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in taking such action. In the event Tenant takes such action, Tenant shall use only those contractors used by Landlord in the Building for similar work unless such contractors are unwilling or unable to perform such work, in which event Tenant may utilize the services of any other qualified contractor which normally and regularly performs similar work in Comparable Buildings. Promptly following completion of any work taken by Tenant pursuant to the terms of this Section 7.2, Tenant shall deliver a detailed invoice of the work completed, the materials used and the costs relating thereto. If Landlord does not deliver a detailed written objection to Tenant within thirty (30) days after receipt of an invoice from Tenant, then Tenant shall have the right to deduct the amount set forth in such invoice from Rent payable by Tenant under this Lease, which right shall be Tenant's sole remedy in such instance. If, however, Landlord delivers to Tenant, within thirty (30) days after receipt of Tenant's invoice, a written objection to the payment of such invoice, setting forth with reasonable particularity Landlord's reasons for its claim that such action did not have to be taken by Landlord pursuant to the terms of this Lease or that the charges are excessive (in which case Landlord shall pay the amount it contends would not have been excessive), then Tenant shall not then be entitled to such deduction from Rent, but rather, as Tenant's sole remedy, Tenant may proceed to claim a default by Landlord under this Lease; provided, however, under no circumstances shall Tenant be allowed to terminate this Lease based upon such default by Landlord.

ARTICLE 8

ADDITIONS AND ALTERATIONS

8.1 **Landlord's Consent to Alterations.** Tenant may not make any improvements, alterations, additions or changes to the Premises or any mechanical, plumbing or HVAC facilities or systems pertaining to the Premises (collectively, the **"Alterations"**) without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld, conditioned or delayed by Landlord, provided it shall be deemed reasonable for Landlord to withhold its consent to any Alteration which adversely affects the structural portions or the systems or equipment of the Building or is visible from the exterior of the Building. The construction of the initial improvements to the Premises shall be governed by the terms of the Tenant Work Letter and not the terms of this Article 8. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's prior consent, but upon not less than twenty (20) days prior written notice to Landlord ("**Pre-Approved Alteration Notice**"), to make strictly cosmetic,non-structural Alterations to the Premises that (i) do not affect any of the Building Systems, (ii) do not affect the Building Structure, (iii) are not visible from the exterior of the Premises or the Building (with the exception of Building standard painting or flooring), and (iv) do not involve the expenditure of more than Fifty Thousand and No/100ths Dollars ($50,000.00) in each instance or One Hundred Fifty Thousand and No/100ths Dollars ($150.000.00) in the aggregate in any 12-month period. The construction of the initial improvements to the Premises shall be governed by the terms of the Tenant Work Letter and not the terms of this Article 8.

8.2 **Manner of Construction.** Where Landlord's consent is required, Landlord may impose, as a condition of its consent to any and all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that upon Landlord's request, Tenant shall, at Tenant's expense, remove such Alterations upon the expiration or any early termination of the Lease Term (provided that Tenant shall not be required to remove any permanent Alterations such as flooring or partitions, if approved by Landlord in writing as of the date on which Landlord provides its initial consent), and the requirement that all Alterations conform in terms of quality and style to the building's standards established by Landlord. If such Alterations will involve the use of or disturb hazardous materials or substances existing in the Premises, Tenant shall comply with Landlord's rules and regulations concerning such hazardous materials or substances. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all Laws. Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, issued by the City of Irvine, all in conformance with Landlord's construction rules and regulations and the plans and specifications previously approved by Landlord. In the event Tenant performs any Alterations in the Premises which require or give rise to governmentally required changes to the "Base Building," as that term is defined below, then Landlord (or Landlord's property manager) shall, at Tenant's expense, make such changes to the Base Building. The "**Base Building**" shall mean the Building Structure and the Building Systems. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as not to obstruct access to the Project or any portion thereof, by any other tenant of the Project, and so as not to obstruct the business of Landlord or other tenants in the Project. Tenant shall not use (and upon notice from Landlord shall cease using) contractors, services, workmen, labor, materials or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Building or the Common Areas and in that respect, Landlord shall have the right, in connection with the construction of any Alterations and/or any tenant improvements constructed in the Premises

pursuant to the terms of the Tenant Work Letter, to require that all carpentry subcontractors, laborers, materialmen, and suppliers retained directly by Tenant and/or Landlord (unless Landlord elects otherwise) be union labor in compliance with the then existing master labor agreements. (As of the date of this Lease, only carpentry work requires union labor.) In addition to Tenant's obligations under Article 9 of this Lease, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Orange in accordance with Section 3093 of the California Civil Code or any successor statute and furnish a copy thereof to Landlord upon recordation, and timely give all notices required pursuant to Section 3259.5 of the California Civil Code or any successor statute (failing which, Landlord may itself execute and file such Notice of Completion and give such notices on behalf of Tenant as Tenant's agent for such purpose), and for any structural Alterations (to the extent permitted by Landlord), Tenant shall deliver to the Project management office a reproducible copy of the "as built" drawings of the Alterations as well as all permits, approvals and other documents issued by any governmental agency in connection with the Alterations. Except as may be expressly set forth herein, Tenant shall not be responsible for any Landlord supervisory fees or similar such fees or charges related to any of Tenant's improvements, alterations, repairs and/or maintenance to the Premises.

8.3 **Payment for Improvements**. If payment is made directly to contractors, Tenant shall comply with Landlord's requirements for final lien releases and waivers in connection with Tenant's payment for work to contractors.

8.4 **Construction Insurance.** In addition to the requirements of Article 10 of this Lease, in the event that Tenant makes any Alterations, prior to the commencement of such Alterations, Tenant shall provide Landlord with evidence that Tenant or its contractor carries " **Builder's All Risk**" insurance (or its then industry equivalent) in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may reasonably require. In addition, for structural Alterations only, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee.

8.5 **Landlord's Property.** All Alterations, improvements, fixtures, equipment and/or appurtenances which may be installed or placed in or about the Premises, from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord. Landlord may, however, by written notice to Tenant prior to the end of the Lease Term. Provided Tenant is not in Default, Tenant shall not be required to remove any Building Standard Tenant Improvements constructed by Landlord pursuant to the Tenant Work Letter. As used herein, the term " **Building Standard Tenant Improvements**" are those Tenant Improvements which constitute general office improvements which comply with the Standards (as that term is defined in the Tenant Work Letter) for the Building. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations or improvements in the Premises which Tenant is required to remove pursuant to the terms hereof, and return the affected portion of the Premises to a building standard tenant improved condition as determined by Landlord, then at Landlord's option, either (A) Tenant shall be deemed to be holding over in the Premises and Rent shall continue to accrue in accordance with the terms of Article 16, below, until such work shall be completed, or (B) Landlord may do so and may charge the cost thereof to Tenant. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such Alterations, improvements, fixtures and/or equipment in, on or about the Premises, which obligations of Tenant shall survive the expiration or earlier termination of this Lease.

ARTICLE 9

COVENANT AGAINST LIENS

Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable and actual out-of-pocket attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall give Landlord notice at least twenty (20) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under applicable laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance by bond or otherwise within five (5) business days after written notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Building or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Building or Premises arising in connection with any such work or respecting the Premises not performed by or at the request of Landlord shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Project, Building and Premises.

ARTICLE 10

INSURANCE

10.1 **Indemnification and Waiver**. Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever and agrees that Landlord, its partners, subpartners and their respective officers, agents, servants, and employees (collectively, "**Landlord Parties**") shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant, except to the

extent caused by the gross negligence or willful misconduct of the Landlord Parties (subject to the provisions of Section 10.5, below). Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about the Premises, any violation of any of the requirements, ordinances, statutes, regulations or other laws, including, without limitation, any environmental laws, any acts, omissions or negligence of Tenant or of Tenant's Parties, in, on or about the Project or any breach of the terms of this Lease by Tenant, either prior to, during, or after the expiration of the Lease Term, provided that the terms of the foregoing indemnity shall not apply to the gross negligence or willful misconduct of the Landlord Parties. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy of the Premises, Tenant shall pay to Landlord its costs and expenses incurred in such suit, including without limitation, its actual professional fees such as appraisers', accountants' and attorneys' fees. Landlord shall indemnify, defend, protect, and hold harmless Tenant and the Tenant Parties from any and all claims, loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) arising from the negligence or willful misconduct of any of the Landlord Parties in, on or about the Project, provided that the foregoing defense and indemnity provision shall not apply to the negligence or willful misconduct of the Tenant Parties. Notwithstanding anything to the contrary set forth in this Lease, either party's agreement to indemnify the other party as set forth in this Section 10.1 shall be ineffective to the extent the matters for which such party agreed to indemnify the other party are covered by insurance required to be carried by the non-indemnifying party pursuant to this Lease. Further, Tenant's agreement to indemnify Landlord and Landlord's agreement to indemnify Tenant pursuant to this Section 10.1 are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant or Landlord pursuant to the provisions of this Lease, to the extent such policies cover the matters subject to the parties' respective indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10.2 **Landlord's Insurance**. Landlord shall insure the Building during the Lease Term against loss or damage due to fire and other casualties covered within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and special extended coverage. Such coverage shall be full replacement cost (excluding commercially reasonable deductibles), from such companies, and on such other terms and conditions, as Landlord may from time to time reasonably determine. Landlord shall also carry rent continuation insurance. Additionally, at the option of Landlord, such insurance coverage may include the risks of earthquakes and/or flood damage and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Landlord in the Building or the ground or underlying lessors of the Building, or any portion thereof. Notwithstanding the foregoing provisions of this Section 10.2, the coverage and amounts of insurance carried by Landlord in connection with the Building shall, at a minimum, be comparable to the coverage and amounts of insurance which are carried by reasonably prudent landlords of the Comparable Buildings (provided that in no event shall Landlord be required to carry earthquake insurance). In accordance with the foregoing, Landlord agrees to initially carry, at a minimum, the following types of insurance in amounts which are carried by the reasonably prudent landlords of the Comparable Buildings: commercial general liability, umbrella liability, professional liability, earthquake, employment practices and risk management services; provided, however, although Landlord agrees to initially carry the foregoing coverage, under no circumstances shall Landlord be obligated to carry such coverage (or any other coverage) during the Lease Term and/or any extension thereto; provided further, however, the foregoing is not intended to release Landlord of its express obligation to carry certain coverage and amounts of coverage pursuant to the terms of this Section 10.2 above. Tenant shall, at Tenant's expense, comply with all customary insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

10.3 **Tenant's Insurance**. Tenant shall maintain the following coverages in the following amounts.

10.3.1 Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's operations, and contractual liabilities (covering the performance by Tenant of its indemnity agreements) including a Broad Form endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Section 10.1 of this Lease, for limits of liability not less than:

Bodily Injury and Property Damage Liability	$3,000,000 each occurrence $3,000,000 annual aggregate
Personal Injury Liability	$3,000,000 each occurrence $3,000,000 annual aggregate 0% Insured's participation

10.3.2 Special Form (Causes of Loss) Property Insurance covering (i) all office furniture, business and trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, (ii) the "Tenant Improvements," as that term is defined in the Tenant Work Letter, and any other improvements which exist in the Premises as of the Lease Commencement Date (excluding the Base Building) (the "**Original Improvements**"), and (iii) all Alterations which are above Building Standard Tenant Improvements. Such insurance shall be for the full replacement cost (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for

damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, and explosion, and providing business interruption coverage for a period of one year.

10.3.3 Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

10.4 **Form of Policies**. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, Landlord's lender, and any other party the Landlord so specifies, as an additional insured, including Landlord's managing agent, if any; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 10.1 of this Lease; (iii) be issued by an insurance company having a rating of not less than A-:VIII in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to Landlord; and (vi) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord; and (vii) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Lease Commencement Date and at least thirty (30) days before the expiration dates thereof. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of bills therefor.

10.5 **Subrogation**. Landlord and Tenant intend that their respective property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such loss is the result of a risk insurable under policies of property damage insurance. Notwithstanding anything to the contrary in this Lease, the parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

10.6 **Additional Insurance Obligations**. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 10 and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord.

ARTICLE 11

DAMAGE AND DESTRUCTION

11.1 **Repair of Damage to Premises by Landlord**. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the Base Building (or such other higher restoration as may be covered by Landlord's insurance) and such Common Areas. Such restoration shall be to substantially the same condition of the Base Building and the Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building or Project or any other modifications to the Common Areas deemed desirable by Landlord, provided that access to the Premises and any common restrooms serving the Premises shall not be materially impaired. Upon the occurrence of any damage to the Premises, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under Section 10.3 of this Lease, and Landlord shall repair any injury or damage to the Tenant Improvements and the Original Improvements installed in the Premises and shall return such Tenant Improvements and Original Improvements to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repair of the damage. Prior to the commencement of construction, Tenant shall submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, Landlord shall allow Tenant a proportionate abatement of Rent during the time and to the extent the Premises are unfit for occupancy for the Permitted Use, and not occupied by Tenant as a result thereof; provided, further, however, that if the damage or destruction is due to the gross negligence or willful misconduct of Tenant or any of its agents, employees or contractors, Tenant shall be responsible for any reasonable, applicable insurance deductible (which shall be payable to Landlord upon demand) and there shall be no rent abatement. In the event that Landlord shall not deliver the Landlord Repair Notice, Tenant's right to rent abatement pursuant to the preceding sentence shall terminate as of the date which is reasonably determined by Landlord to be the date Tenant should have completed repairs to the Premises assuming Tenant used reasonable due diligence in connection therewith. Notwithstanding anything to the contrary set forth herein, if the need for any repair to the Project repair is occasioned by the casualty resulting from gross negligence or willful act of Tenant, or any of its agents, employees, or contractors, such repairs shall be made by Landlord, but the cost of such repairs shall be charged to and be promptly paid for by

Tenant subject to Tenant being given credit for any money Landlord actually receives in respect to such damage from its insurance.

11.2 **Landlord's Option to Repair**. Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises, Building and/or Project, and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of the damage, such notice to include a termination date giving Tenant sixty (60) days to vacate the Premises, but Landlord may so elect only if the Building or Project shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) in Landlord's reasonable judgment, repairs cannot reasonably be completed within two hundred seventy (270) days after the date of discovery of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building or Project or ground lessor with respect to the Building or Project shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground lease, as the case may be; (iii) the damage is not fully covered by Landlord's insurance policies which are actually carried or otherwise required to be carried pursuant to this Lease; or (iv) Landlord decides to rebuild the Building or Common Areas so that they will be substantially different structurally or architecturally; or (v) the damage occurs during the last twelve (12) months of the Lease Term; provided, however, that if such fire or other casualty shall have damaged the Premises or a portion thereof or Common Areas necessary to Tenant's occupancy and as a result of such damage the Premises are unfit for occupancy, and provided that Landlord does not elect to terminate this Lease pursuant to Landlord's termination right as provided above, and either (a) the repairs cannot, in the reasonable opinion of Landlord's contractor, be completed within one hundred eighty (180) days after being commenced, or (b) the damage occurs during the last twelve months of the Lease Term and will reasonably require in excess of sixty (60) days to repair, Tenant may elect, no earlier than ten (10) days after the date of the damage and not later than ninety (90) days after the date of such damage, to terminate this Lease by written notice to Landlord effective as of the date specified in the notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given by Tenant. In addition, if neither Landlord nor Tenant elects to terminate the Lease as set forth herein, and the repairs to be made by Landlord have not been substantially completed within two hundred seventy (270) days after the date of discovery of the damage or such longer period as Landlord's contractor had estimated would be required to complete such repairs (subject to extension for delays caused by Force Majeure and delays caused by Tenant), then Tenant shall have the right, within five (5) business days after the end of such period, and thereafter during the first five (5) business days of each calendar month following the end of such period until such time as such repairs are substantially completed, to terminate this Lease by notice to Landlord (the "**Damage Termination Notice**"), effective as of a date set forth in the Damage Termination Notice (the "**Damage Termination Date**"), which Damage Termination Date shall not be less than five (5) business days following the end of such period or each such month, as the case may be. Notwithstanding the foregoing, if Tenant delivers a Damage Termination Notice to Landlord, then Landlord shall have the right to suspend the occurrence of the Damage Termination Date for a period ending thirty (30) days after the delivery by Tenant of the Damage Termination Notice by delivering to Tenant, within five (5) business days of Landlord's receipt of the Damage Termination Notice, a certificate of Landlord's contractor responsible for the repair of the damage certifying that it is such contractor's good faith judgment that the repairs to be made by Landlord shall be substantially completed within thirty (30) days after delivery by Tenant of the Damage Termination Notice. If such repairs shall be substantially completed prior to the expiration of such thirty (30) day period, then the Damage Termination Notice shall be of no force or effect, but if such repairs are not substantially completed within such thirty (30) day period, then this Lease shall terminate upon the expiration of such thirty (30) day period. With regard to any right by Landlord to terminate this Lease in connection with a casualty or condemnation, Landlord agrees not to exercise this termination right in a fashion which is discriminatory against Tenant when compared to the treatment afforded similarly situated tenants.

11.3 **Waiver of Statutory Provisions**. The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or the Project, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Project.

ARTICLE 12

NONWAIVER

No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

ARTICLE 13

CONDEMNATION

If the whole or any part of the Premises, Building or Project shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, Building or Project, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or if less than twenty-five percent (25%) of the rentable square feet of the Premises is taken but the remainder of the Premises is not reasonably functional for the conduct of Tenant's normal business operations as determined by Tenant in Tenant's reasonable discretion, or if access to the Premises is substantially impaired, in each case for a period in excess of one hundred eighty (180) days, Tenant shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant shall not because of such taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award available to Landlord, its ground lessor with respect to the Building or Project or its mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date of such termination. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of The California Code of Civil Procedure. Notwithstanding anything to the contrary contained in this Article 13, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred eighty (180) days or less, then this Lease shall not terminate but the Base Rent and the Additional Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

14.1 **Transfers**. Except as otherwise specifically provided or permitted in this Article 14, Tenant shall not, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed), assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees and contractors (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a **"Transferee**"). If Tenant desires Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "**Transfer Notice**") shall include (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "**Subject Space**"), (iii) all of the terms of the proposed Transfer and the consideration therefor, including calculation of the "Transfer Premium", as that term is defined in Section 14.3 below, in connection with such Transfer, the name and address of the proposed Transferee, and an executed copy of all documentation effectuating the proposed Transfer, (iv) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, business credit and personal references and history of the proposed Transferee and any other information reasonably required by Landlord which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space and (v) an executed estoppel certificate from Tenant stating the information set forth in items (a) through (d) in Article 17 below. Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a default by Tenant under this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord's (or Landlord's property manager's) review and processing fees (which currently equal $1,500.00 for each proposed Transfer), as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord (or Landlord's property manager), within thirty (30) days after written request by Landlord. Notwithstanding the foregoing, in no event shall Tenant be required to pay Landlord an amount greater than Two Thousand Five Hundred and No/100 Dollars ($2,500.00) with respect to attorneys' fees in connection with a request for Landlord's consent to a Transfer, provided such Transfer involves only the preparation of a consent document by Landlord.

14.2 **Landlord's Consent**. Landlord shall not unreasonably withhold its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:

14.2.1 The Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or the Project;

14.2.2 The Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;

14.2.3 The Transferee is either a governmental agency or instrumentality thereof;

14.2.4 The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the Transfer on the date consent is requested;

14.2.5 The proposed Transfer would cause a violation of another lease for space in the Project, or would give an occupant of the Project a right to cancel its lease;

14.2.6 Intentionally deleted;

14.2.7 Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (i) occupies space in the Project at the time of the request for consent, or (ii) is negotiating with Landlord (which for purposes of this item (ii) and (iii), below, shall be evidenced by the transmittal of one or more letters of intent, draft proposals or lease documents by such Transferee to Landlord or Landlord to such Transferee) to lease space in the Project at such time, or (iii) has negotiated with Landlord during the three (3)-month period immediately preceding the Transfer Notice;

14.2.8 The portion of the Premises to be sublet or assigned is irregular in shape with inadequate means of ingress and/or egress.

Notwithstanding anything to the contrary contained herein, in no event shall Tenant enter into any Transfer for the possession, use, occupancy or utilization (collectively, "**use**") of the part of the Premises which (i) provides for a rental or other payment for such use based in whole or in part on the income or profits derived by any person from the Premises (other than an amount based on a fixed percentage or percentages of gross receipts or sales), and Tenant agrees that all Transfers of any part of the Premises shall provide that the person having an interest in the use of the Premises shall not enter into any lease or sublease which provides for a rental or other payment for such use based in whole or in part on the income or profits derived by any person from the Premises (other than an amount based on a fixed percentage or percentages of gross receipts of sales), or (ii) would cause any portion of the amounts payable to Landlord hereunder to not constitute "rents from real property" within the meaning of Section 512(b)(3) of the Internal Revenue Code of 1986, and any such purported Transfer shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy or utilization of any part of the Premises.

In the calculations of the Rent paid during each annual period for the Subject Space shall be computed after adjusting such rent to the actual effective rent to be paid, taking into consideration any and all reasonable leasehold concessions granted in connection therewith, including, but not limited to, any rent credit and tenant improvement allowance. For purposes of calculating any such effective rent all such concessions shall be amortized on a straight-line basis over the relevant term.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2 (and does not exercise any recapture rights Landlord may have under Section 14.4 of this Lease), Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six-month period, enter into such Transfer of the Subject Space, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 of this Lease, provided that if there are any material changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, or (ii) which would cause the proposed Transfer to be materially more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 (including Landlord's right of recapture, if any, under Section 14.4 of this Lease). Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, their sole remedies shall be a declaratory judgment and an injunction for the relief sought without any monetary damages, and Tenant hereby waives all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable laws, on behalf of the proposed Transferee. Tenant shall indemnify, defend and hold harmless Landlord from any and all liability, losses, claims, damages, costs, expenses, causes of action and proceedings involving any third party or parties (including without limitation Tenant's proposed subtenant or assignee) who claim they were damaged by Landlord's wrongful withholding or conditioning of Landlord's consent.

14.3 **Transfer Premium**. If Landlord consents to a Transfer which constitutes a subletting, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of any "**Transfer Premium**," as that term is defined in this Section 14.3, received by Tenant from such Transferee in any particular calendar month, which amount shall be paid to Landlord immediately following Tenant's receipt of the same. "Transfer Premium" shall mean all rent, additional rent or other consideration payable by such Transferee in connection with the Transfer in excess of the Rent and Additional Rent payable by Tenant under this Lease during the term of the Transfer on a per rentable square foot basis if less than all of the Premises is transferred, after deducting the reasonable expenses incurred by Tenant for (i) any changes, alterations and improvements to the Premises in connection with the Transfer, (ii) any market rate, third party brokerage commissions, (iii) legal fees reasonably incurred in connection with the Transfer, and (iv) any other "out-of-pocket" monetary concessions (including, but not limited to, free rent, improvement allowances, remodeling or decorating costs), costs and expenses reasonably incurred in connection with the Transfer (collectively, the "**Subleasing Costs**"); provided, however, that if, at the time of any such sublease, Landlord determines that the foregoing "Transfer Premium" formula may result in the receipt by

Landlord of amounts that the Landlord may not be permitted to receive pursuant to any requirements, obligation or understanding applicable to Landlord, the parties agree to enter into an amendment to this Lease which revises the "Transfer Premium" formula in a manner that (x) is mutually agreed to by the parties and (y) does not result in any material increase in the expected costs or benefits to either party under this Section 14.3. If, at the time of any such sublease, Landlord determines that Landlord's receipt of the foregoing amounts may result in the receipt by Landlord of amounts that the Landlord may not be permitted to receive pursuant to any requirements, obligation or understanding applicable to Landlord, the parties agree to enter into an amendment to this Lease which revises such amounts in a manner that (x) is mutually agreed to by the parties and (y) does not result in any material increase in the expected costs or benefits to either party under this Section 14.3, Landlord shall not be entitled to any portion of any monies received by Tenant in connection with any assignment of this Lease.

14.4 **Landlord's Option as to Subject Space.** Notwithstanding anything to the contrary contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice, to recapture such Subject Space for the remainder of the Lease Term provided that Tenant shall have the right within ten (10) business days after receipt of Landlord's notice of termination to rescind its request for Landlord's consent in which event this Lease shall continue in full force and effect. Such recapture notice shall cancel and terminate this Lease with respect to the Subject Space as of the date stated in the Transfer Notice as the effective date of the proposed Transfer (or at Landlord's option, shall cause the Transfer to be made to Landlord or its agent, in which case the parties shall execute the Transfer documentation promptly thereafter). In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner to recapture the Subject Space under this Section 14.4, then, provided Landlord has consented to the proposed Transfer, Tenant shall be entitled to proceed to transfer the Subject Space to the proposed Transferee, subject to provisions of this Article 14. If Landlord elects to recapture less than the entire Premises, Landlord shall separately demise the Subject Space at its sole cost and expense.

14.5 **Effect of Transfer.** If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, and (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer. Except in connection with Permitted Non-Transfers, Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency, and if understated by more than three percent (3%), Tenant shall pay Landlord's reasonable out-of-pocket costs of such audit, not to exceed $1,500.00.

14.6 **Additional Transfers.** For purposes of this Lease, the term "Transfer" shall also include (i) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of fifty percent (50%) or more of the partners, or transfer of fifty percent (50%) or more of partnership interests, within a twelve (12)-month period, or the dissolution of the partnership without immediate reconstitution thereof, and (ii) if Tenant is a closely held corporation *(i.e.*, whose stock is not publicly held and not traded through an exchange or over the counter), (A) the dissolution, merger, consolidation or other reorganization of Tenant or (B) the sale or other transfer of an aggregate of fifty percent (50%) or more of the voting shares of Tenant (other than to immediate family members by reason of gift or death), within a twelve (12)-month period, or (C) the sale, mortgage, hypothecation or pledge of an aggregate of fifty percent (50%) or more of the value of the unencumbered assets of Tenant within a twelve (12)-month period.

14.7 **Non-Transfers**. Notwithstanding anything to the contrary contained in this Article 14, (i) an assignment of Tenant's interest in this Lease, or a subletting of all or a portion of the Premises, to an affiliate of Tenant (i.e., an entity which is controlled by, controls, or is under common control with, Tenant), (ii) an assignment of Tenant's interest in this Lease to an entity which acquires all or substantially all of the assets of Tenant, or (iii) an assignment of Tenant's interest in this Lease to an entity which is the resulting entity of a merger or consolidation of Tenant during the Lease Term, shall not be deemed a Transfer under this Article 14 (any such assignment or subletting described in items (i) through (iii) of this Section 14.7 hereinafter referred to as a "**Permitted Non-Transfer**" and any such assignee or sublessee pursuant to a Permitted Non-Transfer hereinafter referred to as a "**Permitted Non-Transferee**"), and in such event Landlord shall not be entitled to any recapture rights, fees, profit sharing or any other fees otherwise set forth in this Article 14, provided that (A) Tenant notifies Landlord of any such Permitted Non-Transfer and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such Permitted Non-Transfer or such Permitted Non-Transferee, (B) such Permitted Non-Transfer is not a subterfuge by Tenant to avoid its obligations under this Lease, and (C) such Permitted Non-Transferee shall have a tangible net worth (not including good will as an asset) computed in accordance with generally accepted accounting principles ("**Net Worth**") at least equal to or greater than the Net Worth of Tenant as evidenced on that certain balance sheet attached hereto as **Exhibit I**. As used in the aforementioned sentence, "tangible net worth" means the excess of total assets over total liabilities, in each case as determined by financial statements, excluding, however, from the determination of total assets, all assets which would be classified as "intangible" under generally accepted accounting principles. An assignee of Original Tenant's entire interest in this Lease which assignee is a Permitted Non-Transferee may also be referred to herein as a "**Non-Transferee Assignee.**" As used in this Section 14.7, "control" shall mean the ownership, directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of at least fifty-one percent (51%) of the voting interest in, any person or entity. From and after the effective date of any assignment constituting a Permitted Non-Transfer, so long as the aforementioned Net Worth requirements have been satisfied and the Non-Transferee Assignee has assumed in

writing all future obligations under this Lease, original Tenant shall be released from all liability under this Lease which first accrues from and after the effective date of such assignment constituting a Permitted Non-Transfer.

14.8 **Occurrence of Default**. Each Transfer and each Permitted Non-Transfer hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any such Transfer, or Permitted Non-Transfer, as the case may be, Landlord shall have the right to: (i) treat any sublease as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such Transferee or Permitted Non-Transferee attorn to and recognize Landlord as its landlord under any such Transfer or Permitted Non-Transfer. If Tenant shall be in default under this Lease, Landlord is hereby irrevocably authorized to direct any Transferee or Permitted Non-Transferee, as the case may be, to make all payments under or in connection with such Transfer or Permitted Non-Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee or Permitted Non-Transferee, as the case may be, shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant. Upon any assignment of Tenant's interest in this Lease (whether pursuant to a Transfer or a Permitted Non-Transfer, as the case may be), the assignee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of rent by Landlord from any Transferee or Permitted Non-Transferee, as the case may be, shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or Permitted Non-Transferee or a release of Tenant from any obligation under this Lease (except as may be otherwise expressly set forth in Section 14.7 above), whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee or Permitted Non-Transferee, as the case may be, be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

ARTICLE 15

SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES

15.1 **Surrender of Premises**. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such sublessees or subtenancies.

15.2 **Removal of Tenant Property by Tenant**. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and damage by casualty or condemnation and repairs which are specifically made the responsibility of Landlord hereunder excepted. Notwithstanding the foregoing, provided Tenant is not in Default, Tenant shall not be required to remove any Building Standard Tenant Improvements constructed by Landlord pursuant to the Tenant Work Letter. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions, cabling installed by or at the request of Tenant that is not contained in protective conduit or metal raceway and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

ARTICLE 16

HOLDING OVER

If Tenant holds over after the expiration of the Lease Term or earlier termination thereof, without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Rent shall be payable at a monthly rate equal to the product of one hundred fifty percent (150%) of the Rent applicable during the last rental period of the Lease Term under this Lease. Such month-to-month tenancy shall be subject to every other applicable term, covenant and agreement contained herein. For purposes of this Article 16, a holding over shall include Tenant's remaining in the Premises after the expiration or earlier termination of the Lease Term and until Tenant's surrender of the Premises to Landlord in the condition required under this Lease. Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom.

ARTICLE 17

ESTOPPEL CERTIFICATES

Within ten (10) days following a request in writing by either Landlord or Tenant, the other party shall execute, acknowledge and deliver to the requesting party an estoppel certificate, stating (a) that this Lease is unmodified and is in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth such modifications), (b) the dates to which Rent and other sums payable hereunder have been paid, (c) either that, to the knowledge of the certifying party, no default exists hereunder or, specifying each such default of which such certifying party has knowledge and (d) any other information reasonably requested by the requesting party or Landlord's current or prospective mortgagee, Landlord's prospective purchaser of all or any portion of the Project, or Tenant's current or prospective Transferee, as the case may be. Any such certificate may be relied upon by any current or prospective mortgagee of Landlord, any prospective purchaser of all or any portion of the Project, or any current or prospective Transferee of Tenant, as the case may be. Landlord or Tenant, as the case may be, shall execute and deliver whatever other instruments may be reasonably required for such purposes. At any time during the Lease Term, Landlord may require Tenant, and to the extent applicable, any guarantor(s), to provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year; certified by its chief financial officer as being true, accurate and complete. If Landlord requires such financial statements to be audited (and if the same is not Tenant's normal practice), such audit shall be Landlord's sole cost and expense. Tenant shall not be required to provide such financial statements more than one (1) time in any calendar year except in connection with an actual or prospective financing or sale of the Building or Project. Such statements shall be delivered by Tenant and such guarantor(s) to Landlord within fifteen (15) days after Landlord's written request therefor and be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant or such guarantor(s), shall be audited by an independent certified public accountant with copies of the auditor's statement, reflecting Tenant's or such guarantor(s)', as applicable, then-current financial condition in such form and detail as Landlord may reasonably request. The failure of Landlord or Tenant (and, in the instance of Tenant, any such guarantor(s)) to timely execute, acknowledge and deliver such estoppel certificate or other instruments, which failure continues for an additional ten (10) days after written notice from the requesting party advising the other party of the consequences of a non-response, shall constitute an acknowledgment that statements included in the estoppel certificate are true and correct, without exception.

ARTICLE 18

SUBORDINATION

This Lease shall be subject and subordinate to all present and future ground or underlying leases of the Building or Project and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Building or Project or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages, trust deeds or other encumbrances, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto; provided, however, that a condition precedent to such subordination as to future mortgages, trust deeds or other encumbrances shall be that Landlord obtains from the lender a non-disturbance agreement (**"SNDA"**) in favor of Tenant in form and substance reasonably acceptable to Tenant. Subject to Tenant's receipt of the SNDA, Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is terminated), to attorn, without any deductions or set-offs whatsoever, to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease and not disturb Tenant's occupancy, subject to the terms of the SNDA. Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within five (5) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale. Landlord shall use its commercially reasonable efforts to obtain, within thirty (30) days after the mutual execution of this Lease, a non-disturbance agreement from any existing lienholder or ground lessor in form and substance reasonably acceptable to Tenant, and which agreement shall provide that so long as Tenant is not in Default hereunder which Default would otherwise give Landlord the right to terminate Tenant's tenancy hereunder, Tenant's use and possession of the Premises shall not be disturbed in the event of a foreclosure under any mortgage, deed of trust or other lien to which this Lease is hereafter subordinate; provided, however, if Landlord is unable to obtain such an agreement after the exercise of its commercially reasonable efforts, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant as a result thereof.

ARTICLE 19

DEFAULTS; REMEDIES

19.1 **Events of Default**. The occurrence of any of the following shall constitute a default of this Lease (**"Default"**) by Tenant:

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due, where such failure continues for more than ten (10) days after the date on which Tenant receives written notice that such amount is due and unpaid; or

19.1.2 Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 19.1.2, any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for ten (10) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a ten (10) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default; or

19.1.3 The failure by Tenant to observe or perform according to the provisions of Articles 5, 14, 17 or 18 of this Lease where such failure continues for more than five (5) business days after notice from Landlord; or

19.1.4 Tenant's failure to comply with the terms of the Development CC&R's; or

19.1.5 To the extent permitted by law, a general assignment by Tenant or any guarantor of this Lease for the benefit of creditors, or the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy law, or the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

19.1.6 Tenant's failure to occupy the Premises for business operations for more than thirty (30) consecutive days at any time during the Lease Term (or any applicable Option Term) while Tenant is in Default with respect to payment of Rent; or

19.1.7 Tenant's failure to occupy the Premises within ten (10) business days after the Lease Commencement Date while Tenant is in Default with respect to payment of Rent.

The notice periods provided herein are in lieu of, and not in addition to, any notice periods provided by law.

19.2 **Remedies Upon Default** Upon the occurrence of any Default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive (except as otherwise expressly provided herein), without any notice or demand whatsoever.

19.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant (whether performed by Landlord or Landlord's property manager), whether for the same or a different use, and any special concessions made to obtain a new tenant (provided, however, Tenant shall be responsible only for the portion of such expenses equal to a fraction, the numerator of which is the number of days remaining during the then-current term of this Lease and the denominator of which is the number of days in the term of the new lease entered into by Landlord for the Premises); and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "**rent**" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Paragraphs 19.2.1(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Article 25 of this Lease, but in no case greater than the maximum amount of such interest permitted by law. As used in Paragraph 19.2.1(iii) above, the "worth at the time of award" shall be computed by discounting

such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.2.2 Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19.2.3 Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Sections 19.2.1 and 19.2.2, above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

19.3 **Form of Payment After Default**. Following the occurrence of a Default by Tenant, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether to cure the default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

19.4 **Efforts to Relet**. No re-entry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease.

19.5 **Subleases of Tenant**. Whether or not Landlord elects to terminate this Lease on account of any Default by Tenant, as set forth in this Article 19, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.6 **Landlord Default**.

19.6.1 **General**. Notwithstanding anything to the contrary set forth in this Lease, Landlord shall not be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease unless Landlord fails to perform such obligation within thirty (30) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in default under this Lease if it shall commence such performance within such thirty (30) day period and thereafter diligently pursue the same to completion. Upon any such default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity. Notwithstanding anything herein to the contrary, in no event shall either party be liable to the other party for punitive, special and/or consequential damages hereunder; provided, however, the foregoing shall not limit Landlord's right to seek consequential damages (including lost profits) in the event of a holding over of the Premises by Tenant.

19.6.2 **Abatement of Rent**. In the event that Tenant is prevented from using, and does not use, the Premises or any portion thereof, as a result of (i) any repair, maintenance or alteration performed by Landlord, or which Landlord failed to perform, after the Lease Commencement Date and required by this Lease, which substantially interferes with Tenant's use of the Premises, or (ii) any failure to provide services, utilities or access to the Premises as required by this Lease (either such set of circumstances as set forth in items (i) or (ii), above, to be known as an "Abatement Event"), then Tenant shall give Landlord notice of such Abatement Event, and if such Abatement Event continues for three (3) consecutive business days after Landlord's receipt of any such notice (the "Eligibility Period") and either (A) Landlord does not diligently commence and pursue to completion the remedy of such Abatement Event or (B) Landlord receives proceeds from its rental interruption insurance which covers such Abatement Event, then the Base Rent, Tenant's Share of Direct Expenses, and Tenant's obligation to pay for parking (to the extent not utilized by Tenant) shall be abated or reduced, as the case may be, after expiration of the Eligibility Period for such time that Tenant continues to be so prevented from using, and does not use for the normal conduct of Tenant's business, the Premises or a portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises; provided, however, in the event that Tenant is prevented from using, and does not use, a portion of the Premises for a period of time in excess of the Eligibility Period and the remaining portion of the Premises is not sufficient to allow Tenant to effectively conduct its business therein, and if Tenant does not conduct its business from such remaining portion, then for such time after expiration of the Eligibility Period during which Tenant is so prevented from effectively conducting its business therein, the Base Rent and Tenant's Share of Direct Expenses for the entire Premises and Tenant's obligation to pay for parking shall be abated for such time as Tenant continues to be so prevented from using, and does not use, the Premises. If, however, Tenant reoccupies any portion of the Premises during such period, the Rent allocable to such reoccupied portion, based on the proportion that the rentable area of such reoccupied portion of the Premises bears to the total rentable area of the Premises, shall be payable by Tenant from the date Tenant reoccupies such portion of the Premises. Such right to abate Base Rent and Tenant's Share of Direct Expenses shall be Tenant's sole

and exclusive remedy at law or in equity for an Abatement Event. Except as provided in this Section 19.6.2, nothing contained herein shall be interpreted to mean that Tenant is excused from paying Rent due hereunder.

ARTICLE 20

COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

ARTICLE 21

SECURITY DEPOSIT

Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") in the amount set forth in Section 7 of the Summary, as security for the faithful performance by Tenant of all of its obligations under this Lease. In the event of any Default, Landlord may, without notice to Tenant, but shall not be required to apply all or any part of the Security Deposit for the payment of any Rent or any other sum in default or for the payment of any amount that Landlord may reasonably spend or may become obligated to spend by reason of Tenant's Default, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant's Default and Tenant shall, upon demand therefor, restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Tenant, or, at Landlord's option, to the last assignee of Tenant's interest hereunder, within sixty (60) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any successor statute.

ARTICLE 22

INTENTIONALLY DELETED

ARTICLE 23

SIGNS

23.1 **Full Floors.** Subject to Landlord's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed), and provided all signs are in keeping with the quality, design and style of the Building and Project, Tenant, if the Premises comprise an entire floor of the Building, at its sole cost and expense, may install identification signage anywhere in the Premises including in the elevator lobby of the Premises, provided that such signs must not be visible from the exterior of the Building.

23.2 **Multi-Tenant Floors.** If other tenants occupy space on the floor on which the Premises is located, Tenant's identifying signage (i.e., suite signage) shall be provided by Landlord, at Landlord's initial cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's Building standard signage program; provided, any repair or replacement of such signage shall be made at Tenant's sole cost and expense.

23.3 **Building Directory.** Tenant shall be entitled, at no charge, to one line on the Building directory to display Tenant's name and location in the Building. The location, quality, design, style, and size of such signage shall be consistent with the Landlord's Building standard signage program. Any changes to Tenant's directory signage after the initial placement of the same shall be at Tenant's sole cost and expense.

23.4 **Prohibited Signage and Other Items.** Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been separately approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Except as otherwise set forth herein, Tenant may not install any signs on the exterior or roof of the Project or the Common Areas. Any signs, window coverings, or blinds (even if the same are located behind the Landlord-approved window coverings for the Building), or other items visible from the exterior of the Premises or Building, shall be subject to the prior approval of Landlord, in its reasonable discretion.

23.5 **Exterior Signage.** Effective as of the Lease Commencement Date, Tenant shall have the following signage rights as depicted on **Exhibit E** attached hereto: (i) street monument signage (in the location labeled "F" on **Exhibit E**); (ii) street monument signage (in the location labeled "G" on **Exhibit E**); building eyebrow signage (in the location labeled "A" on **Exhibit E**); (iii) building monument signage (in the location labeled "B" on **Exhibit E**); and (iv) courtyard monument signage (in the location labeled "C" on **Exhibit E**) (individually and collectively referred to as the **"Exterior Signage"**). Notwithstanding the foregoing, Tenant shall not be entitled to install the Exterior Signage if Tenant is in Default. Furthermore, Tenant's right to install the Exterior Signage is expressly subject to and contingent upon Tenant receiving the approval and consent to the Exterior Signage (including the construction of the monument signs upon which Tenant's panels shall be located) from the City of Irvine, California, its architectural review board, any other applicable governmental or quasi-governmental governmental agency and any architectural review committee under the covenants, conditions and restrictions recorded against the Project. Tenant, at its sole cost and expense, shall obtain all other necessary building permits, zoning, regulatory and other approvals in

connection with the Exterior Signage. All costs of approval, consent, design, installation, supervision of installation, wiring, maintaining, operating, repairing and removing the Exterior Signage will be at Tenant's sole cost and expense. Tenant shall submit to Landlord reasonably detailed drawings of its proposed Exterior Signage, including without limitation, the size, material, shape, location, coloring and lettering (including any change in name, if this Lease is assigned) for review and approval by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. The Exterior Signage shall be subject to (i) Landlord's prior review and written approval thereof (which approval shall not be unreasonably withheld, conditioned or delayed), (ii) the terms, conditions and restrictions of any recorded covenants, conditions and restrictions encumbering the Project and/or the Building and shall conform to the Building sign criteria and Project sign criteria, if any, and the other reasonable standards of design and motif established by Landlord for the exterior of the Building and/or the Project. Tenant will be solely responsible for any damage to the Exterior Signage and any damage that the installation, maintenance, repair or removal thereof may cause to the Building or the Project. Tenant agrees upon the expiration date or sooner termination of this Lease, upon Landlord's request, to remove the Exterior Signage and restore any damage to the Building and the Project at Tenant's expense. In addition, Landlord shall have the right to remove the Exterior Signage at Tenant's sole cost and expense, if, at any time during the Term Tenant is in Default under any term or condition of this Lease. Notwithstanding anything to the contrary contained herein, if Tenant fails to install any Exterior Signage in accordance with the terms of this Section 23.5 within twelve (12) months after the Lease Commencement Date (the "**Outside Signage Installation Date**"), where such failure was within Tenant's reasonable control, Tenant's right to install such Exterior Signage shall terminate as of the Outside Signage Installation Date and shall thereupon be deemed null and void and of no further force and effect as to such Exterior Signage.

ARTICLE 24

COMPLIANCE WITH LAW

Tenant shall not do anything or suffer anything to be done in or about the Premises or the Project which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated, including, without limitation, the Americans with Disabilities Act of 1990 (as may be amended) (collectively, the " **Laws**"). At its sole cost and expense, Tenant shall promptly comply with all such Laws, including, without limitation, the making of any alterations and improvements to the Premises. Notwithstanding the foregoing to the contrary, Landlord shall be responsible, as part of Operating Expenses to the extent permitted under Article 4 above, for making all alterations to the following portions of the Building and Project required by applicable Laws: (i) structural portions of the Premises and Building, but not including Tenant Improvements or any Alterations installed by or at the request of Tenant; and (ii) those portions of the Building and Project located outside the Premises; provided, however, Tenant shall reimburse Landlord (or Landlord's property manager), within ten (10) days after invoice, for the costs of any such improvements and alterations and other compliance costs to the extent necessitated by or resulting from (A) any Alterations or Tenant Improvements installed by or on behalf of Tenant, (B) the negligence or willful misconduct of Tenant or any of Tenant's Parties that is not covered by insurance obtained by Landlord and as to which the waiver of subrogation applies, and/or (C) Tenant's specific manner of use of the Premises (as distinguished from general office use). Landlord shall be responsible for any repairs to the Building and/or the Project as a result of any pre-existing condition (existing prior to the Effective Date) in violation of any applicable Laws. Landlord shall be permitted to include in Operating Expenses any costs or expenses incurred by Landlord under this Article 24 to the extent consistent with the terms of Article 4, above.

ARTICLE 25

LATE CHARGES

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount plus any reasonable and actual out-of-pocket attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid within ten (10) days after that the date they are due shall bear interest from the date when due until paid at a rate per annum equal to the lesser of (i) the annual "**Bank Prime Loan**" rate cited in the Federal Reserve Statistical Release Publication G.13(415), published on the first Tuesday of each calendar month (or such other comparable index as Landlord and Tenant shall reasonably agree upon if such rate ceases to be published) plus four (4) percentage points, and (ii) the highest rate permitted by applicable law.

ARTICLE 26

LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT

26.1 **Landlord's Cure**. All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent, except to the extent, if any, otherwise expressly provided herein. If Tenant shall fail to perform any obligation under this Lease, and, except in case of an emergency, such failure shall continue in excess of the time allowed under Section 19.1.2, above, unless a specific time period is otherwise stated in this Lease, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

26.2 **Tenant's Reimbursement**. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord (or Landlord's property manager), upon delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 26.1; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 of this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all legal fees and other amounts so expended, provided that the foregoing shall be limited to the reasonable and actual out-of-pocket expenses incurred by Landlord. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

ARTICLE 27

ENTRY BY LANDLORD

Landlord (or Landlord's property manager) reserves the right at all reasonable times and upon not less than 48 hours' prior written notice to Tenant (except in the case of an emergency, in which case no such notice shall be required) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, or to current or prospective mortgagees, ground or underlying lessors or insurers; (iii) during the final nine (9) months of the Lease Term, to show the Premises to prospective tenants; (iv) post notices of nonresponsibility; or (v) alter, improve or repair the Premises or the Building, or for structural alterations, repairs or improvements to the Building or the Building's systems and equipment. Notwithstanding anything to the contrary contained in this Article 27, Landlord (or Landlord's property manager) may enter the Premises at any time to (A) perform services required of Landlord, including janitorial service; (B) take possession due to any Default by Tenant in the manner provided herein; and (C) perform any covenants of Tenant which Tenant fails to perform where such failure continues beyond the expiration of any applicable notice or cure period. Landlord (or Landlord's property manager) may make any such entries without the abatement of Rent (except as specifically set forth in Section 19.6.2 above) and may take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant's vaults, safes and special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, alterations or decorations except as otherwise expressly agreed to be performed by Landlord herein. Tenant shall have the right to have a representative present during any entry of Landlord into the Premises under this Lease, provided Landlord's entry is not unreasonably delayed. Subject to the terms of Section 19.6 and Section 29.13, Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's business during any such work and be responsible for all damages to the extent resulting from the grossly negligent acts of its representatives, agents and contractors during any entry, and Landlord shall promptly restore the Premises to its condition as existed prior to such entry.

ARTICLE 28

TENANT PARKING

28.1 **Tenant Parking Passes**. Tenant shall rent from Landlord, commencing on the Lease Commencement Date, the number of parking passes set forth in Section 8 of the Summary, on a monthly basis throughout the Lease Term, which parking passes shall pertain to the Project parking facility and shall entitle Tenant and/or its personnel to park one (1) vehicle in one (1) parking space per pass rented. Any such passes for unreserved parking spaces shall be on a first-come, first-serve basis. Subject to Section 8 of the Summary, Tenant shall pay to Landlord for automobile parking passes on a monthly basis the prevailing rate charged from time to time at the location of such parking passes; provided, however, during the initial Lease Term, such prevailing rates for Tenant shall be fixed at: (a) $60.00 per unreserved pass per month (including any additional unreserved parking passes leased by Tenant above its allocation of its unreserved parking passes); (b) $120.00 per surface lot reserved parking pass per month; and (c) $150.00 per subterranean reserved parking pass per month. In addition, Tenant shall be responsible for the full amount of any taxes imposed by any governmental authority in connection with the renting of such parking passes by Tenant or the use of the parking facility by Tenant. Tenant's continued right to use the parking passes is conditioned upon Tenant abiding by all reasonable rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility where the parking passes are located, including any sticker or other identification system established by Landlord, Tenant's cooperation in seeing that Tenant's employees and visitors also comply with such rules and regulations and Tenant not being in Default under this Lease. In addition, Tenant shall comply with all applicable governmental resolutions, laws, rules and regulations.

28.2 **Other Terms**. Landlord, at its sole cost and expense (except to the extent included in Operating Expenses) and so long as same does not materially and adversely impact Tenant's business operations from the Premises, specifically reserves the right to change the size, configuration, design, layout and all other aspects of the Project parking facility at any time and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the Project parking facility for purposes of permitting or facilitating any such construction, alteration or improvements; provided, in exercising its rights hereunder, Landlord shall use its good faith efforts to minimize the duration of any such closure. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to provide any parking, including any failure to provide reserved parking spaces, when such

failure is occasioned, in whole or in part, by construction, alteration, improvements, repairs or replacements, by any strike, lockout or other labor trouble, by inability to resolve any dispute with any other party to the Development CC&R's after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause; and such failures shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any parking as set forth in this Article 28. The parking passes rented by Tenant pursuant to this Article 28 are provided to Tenant solely for use by Tenant's own personnel and such passes may not be transferred, assigned, subleased or otherwise alienated by Tenant without Landlord's prior approval. Tenant may validate visitor parking by such method or methods as may be established from time to time, at the validation rate from time to time generally applicable to visitor parking.

28.3 **Parking Procedures**. Except as to the Additional Parking granted to Tenant, the parking passes initially will not be separately identified; however Landlord reserves the right in Landlord's and Tenant's mutually acceptable discretion and at Landlord's sole cost and expense to separately identify by signs or other markings the area to which Tenant's parking passes relate. Landlord shall have no obligation to monitor the use of such parking facility, nor shall Landlord be responsible for any loss or damage to any vehicle or other property or for any injury to any person. Tenant's parking passes shall be used only for parking of automobiles no larger than full size passenger automobiles, sport utility vehicles or pick-up trucks in connection with Tenant's business operations at the Premises only during the hours that Tenant and/or its personnel are conducting business operations from the Premises; provided, however, occasional overnight parking associated with Tenant's or its personnel's conduct of business from the Premises shall be permitted, subject to Tenant's and/or its personnel's compliance with Landlord's rules related to such overnight parking. Tenant shall comply with all rules and regulations which may be prescribed from time to time with respect to parking and/or the parking facilities servicing the Project. Tenant shall not at any time use more parking spaces in the Project parking facility than the number of parking passes so allocated to Tenant or park its vehicles or the vehicles of others in any portion of the Project parking facility not designated by Landlord as a non-exclusive parking area. Except as to the Additional Parking, Tenant shall not have the exclusive right to use any specific parking space. If any person or entity has the exclusive right to use any particular parking space(s), Tenant shall not use such spaces. All trucks (other than pick-up trucks) and delivery vehicles shall be (i) parked at the designated areas of the surface parking lot (which designated areas are subject to change by Landlord at any time), (ii) loaded and unloaded in a manner which does not interfere with the businesses of other occupants of the Project, and (iii) permitted to remain on the Project only so long as is reasonably necessary to complete loading and unloading. In the event Landlord elects in its sole and absolute discretion or is required by any law or by the Development CC&R's to limit or control parking, whether by validation of parking tickets or any other method of assessment, Tenant agrees to participate in such validation or assessment program under such reasonable rules and regulations as are from time to time established by Landlord.

ARTICLE 29

MISCELLANEOUS PROVISIONS

29.1 **Terms; Captions**. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

29.2 **Binding Effect**. Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

29.3 **No Air Rights**. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

29.4 **Short Form of Lease**. At the request of Landlord or any mortgagee or ground lessor, Tenant agrees to execute a short form of Lease and deliver the same to Landlord within fifteen (15) days following the request therefor.

29.5 **Transfer of Landlord's Interest**. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease which accrues from and after the date of such transfer, and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer and such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and Tenant shall attorn to such transferee. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

29.6 **Prohibition Against Recording**. Except as provided in Section 29.4 of this Lease, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by either Landlord or Tenant or by anyone acting through, under or on behalf of Landlord or Tenant.

29.7 **Landlord's Title**. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

29.8 **Relationship of Parties**. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant.

29.9 **Application of Payments**. During any Default, Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

29.10 **Time of Essence**. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

29.11 **Partial Invalidity**. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

29.12 **No Warranty**. In executing and delivering this Lease, Tenant has not relied on any representations, including, but not limited to, any representation as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

29.13 **Landlord Exculpation**. The liability of Landlord or the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Project or the Premises shall be limited solely and exclusively to an amount which is equal to the interest of Landlord in the Building and in the rents, issues and profits thereof, provided that any claim is made by Tenant within one (1) year following the date of any such sale, as well as any insurance or condemnation proceeds not applied to the restoration of the Project and subject to the prior rights of any mortgagee or ground or underlying lessors of Landlord. Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 29.13 shall inure to the benefit of Landlord's and the Landlord Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

29.14 **Entire Agreement**. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

29.15 **Right to Lease**. Landlord reserves the absolute right to effect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or Project.

29.16 **Force Majeure**. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, acts of terrorism, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and except as to Tenant's obligations under Articles 5 and 24 of this Lease (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

29.17 **Waiver of Redemption by Tenant**. Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

29.18 **Notices**. All notices, demands, statements, designations, approvals or other communications (collectively, **"Notices"**) given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested (**"Mail"**), (B) transmitted by facsimile, if such facsimile is promptly followed by a Notice sent by Mail, or (C) delivered by a nationally recognized overnight courier. Any Notice shall be sent, transmitted, or delivered, as the case may be, to Tenant at the appropriate address set forth in Section 9 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord, or to Landlord at the addresses set forth in Section 10 of the Summary, or to such other places as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given (i) three (3) days after the date it is posted if sent by Mail, or (ii) the date the overnight courier delivery is made. If Tenant is notified of the identity and address of Landlord's mortgagee or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee or ground or underlying lessor shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant.

29.18.1 If such notice is a notice of default, such notice shall: (i) specify the alleged default; (ii) specify the specific provisions of the Lease under which the default is alleged; and (iii) demand that the defaulting party cure the alleged default within the applicable cure period. No such notice shall be deemed a forfeiture or termination of this Lease unless expressly set forth in such notice.

29.18.2 A copy of any notices sent to Tenant shall simultaneously be sent to Paris Ackerman LLP, 103 Eisenhower Parkway, Roseland, New Jersey 07068, Attn: Karen E. Abrams, Esq.

29.18.3 Whenever a party is required or desires to send any notice or other communication to the other party under or pursuant to this Lease, such notice or communication, if sent by such party's attorneys, shall, for all purposes, be deemed to have been sent by such party.

29.19 **Joint and Several**. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

29.20 **Authority; Tenant Representation**. If Tenant is a corporation, trust, partnership or limited liability company, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so. Tenant hereby represents to Landlord that neither Tenant nor any members, partners, subpartners, parent organization, affiliate or subsidiary, or their respective officers, directors, contractors, agents, servants, employees, invitees or licensees (collectively, **"Tenant Individuals"**), to Tenant's current actual knowledge, appears on any of the following lists (collectively, **"Government Lists"**) maintained by the United States government:

29.20.1 The two (2) lists maintained by the United States Department of Commerce (Denied Persons and Entities; the Denied Persons list can be found at http://www.bis.doc.gov/dpl/thedeniallist.asp; the Entity List can be found at http://www.bis.doc.gov/entities/default.htm);

29.20.2 The list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons, which can be found at http://www.ustreas.gov/ofac/t11sdn.pdf;

29.20.3 The two (2) lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties; the State Department List of Terrorists can be found at http://www.state.gov/s/ct/rls/other/des/123085.html; the List of Debarred Parties can be found at http://www.pmddtc.state.gov/compliance/debar.html); and

29.20.4 Any other list of terrorists, terrorist, organizations or narcotics traffickers maintained pursuant to any of the rules and regulations of the Office of Foreign Assets Control, United States Department of Treasury, or by any other government or agency thereof.

29.20.5 Should any Tenant Individuals appear on any Government Lists at any time during the Lease Term, Landlord shall be entitled to terminate this Lease by written notice to Tenant effective as of the date specified in such notice.

29.21 **Attorneys' Fees**. In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys', experts' and arbitrators' fees and costs, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

29.22 **Governing Law; WAIVER OF TRIAL BY JURY**. This Lease shall be construed and enforced in accordance with the laws of the State of California. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF CALIFORNIA, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY CALIFORNIA LAW, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM

FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF BASE RENT OR ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

29.23 **Submission of Lease.** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

29.24 **Brokers.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 11 of the Summary (the **"Brokers"**), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party.

29.25 **Independent Covenants.** This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord, except as otherwise expressly set forth herein.

29.26 **Project or Building Name and Signage.** Landlord shall have the right at any time to change the name of the Project and to install, affix and maintain any and all signs on the exterior and on the interior of the Project as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Project or use pictures or illustrations of the Project in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord.

29.27 **Counterparts.** This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease. Each party agrees that the delivery of this Lease by electronic (including "pdf") or facsimile transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of this Lease by all parties to the same extent that an original signature could be used.

29.28 **Intentionally Omitted.**

29.29 **Transportation Management.** Tenant shall fully comply with all present or future government-mandated programs intended to manage parking, transportation or traffic in and around the Building, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

29.30 **No Violation.** Tenant and Landlord each hereby warrants and represents that neither its execution of nor performance under this Lease shall cause such party to be in violation of any agreement, instrument, contract, law, rule or regulation by which such party is bound, and such party shall protect, defend, indemnify and hold the other party harmless against any claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, arising from such party's breach of this warranty and representation.

29.31 **Communications and Computer Lines.** Tenant may install, maintain, replace, remove or use any communications or computer wires and cables (collectively, the "Lines") at the Project in or serving the Premises, provided that (i) Tenant shall comply with all of the other provisions of Articles 7 and 8 of this Lease, (ii) an acceptable number of spare Lines and space for additional Lines shall be maintained for existing and future occupants of the Project, as determined in Landlord's reasonable opinion, (iii) the Lines therefor (including riser cables) shall be appropriately insulated to prevent excessive electromagnetic fields or radiation, and shall be surrounded by a protective conduit reasonably acceptable to Landlord, (iv) any new or existing Lines servicing the Premises shall comply with all applicable governmental laws and regulations, (v) as a condition to permitting the installation of new Lines, Landlord may require that Tenant remove existing Lines installed by or on behalf of Tenant located in or serving the Premises and repair any damage in connection with such removal, and (vi) Tenant shall pay all costs in connection therewith, including any fees charged by Landlord for Tenant's use of the Building's telecommunications capacity in excess of Tenant's Share thereof. Landlord reserves the right to require that Tenant remove any Lines located in or serving the Premises which are installed in violation of these provisions, or which are at any time in violation of any laws or represent a dangerous or potentially dangerous condition.

29.32 **Office and Communications Services.**

29.32.1 The Provider. Landlord has advised Tenant that certain office and communications services may be offered to tenants of the Building by a concessionaire under contract to Landlord (**"Provider"**). Tenant shall have the right but not the obligation to contract with Provider for the provision of any or all of such services on such terms and conditions as Tenant and Provider may agree.

29.32.2 **Other Terms**. Tenant acknowledges and agrees that: (i) Landlord has made no warranty or representation to Tenant with respect to the availability of any such services, or the quality, reliability or suitability thereof; (ii) the Provider is not acting as the agent or representative of Landlord in the provision of such services, and Landlord shall have no liability or responsibility for any failure or inadequacy of such services, or any equipment or facilities used in the furnishing thereof, or any act or omission of Provider, or its agents, employees, representatives, officers or contractors; (iii) Landlord shall have no responsibility or liability for the installation, alteration, repair, maintenance, furnishing, operation, adjustment or removal of any such services, equipment or facilities; and (iv) any contract or other agreement between Tenant and Provider shall be independent of this Lease, the obligations of Tenant hereunder, and the rights of Landlord hereunder, and, without limiting the foregoing, no default or failure of Provider with respect to any such services, equipment or facilities, or under any contract or agreement relating thereto, shall have any effect on this Lease or give to Tenant any offset or defense to the full and timely performance of its obligations hereunder, or entitle Tenant to any abatement of rent or additional rent or any other payment required to be made by Tenant hereunder, or constitute any accrual or constructive eviction of Tenant, or otherwise give rise to any other claim of any nature against Landlord.

29.33 **Development CC&R's**. This Lease and the terms hereof shall be subject in all respects to the provisions of the Development CC&R's. The term **"Development CC&R's,"** as used in this Lease, shall mean and refer to that certain Declaration of Easements, Covenants, Conditions and Restrictions dated November 22, 2004, and recorded November 23, 2004, as Instrument No. 2004001045376 in the Official Records of Orange County, California, as amended; provided that in no event shall any new rules, regulations or restrictions promulgated by Landlord materially and adversely affect Tenant's ability to use the Premises for the Permitted Use or materially increase Tenant's costs to do so. To Landlord's actual knowledge, without duty of investigation or inquiry, as of the date of this Lease Landlord is not in material default of any of Landlord's obligations under the Development CC&R's. Landlord further represents that it will not amend the Development CC&R's in any manner that materially and adversely affects Tenant's ability to operate in the Premises for the Permitted Use.

29.34 **Intentionally Deleted.**

29.35 **Building Renovations**. It is specifically understood and agreed that Landlord has made no representation or warranty to Tenant and has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, or any part thereof and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant except as specifically set forth herein or in the Tenant Work Letter. However, Tenant hereby acknowledges that Landlord may during the Lease Term renovate, improve, alter, or modify (collectively, the "Renovations") the Project, the Building and/or the Premises including without limitation the parking structure, Common Areas, systems and equipment, roof, and structural portions of the same, which Renovations may include, without limitation, (i) installing sprinklers in the Building Common Areas and tenant spaces, (ii) modifying the Common Areas and tenant spaces to comply with applicable laws and regulations, including regulations relating to the physically disabled, seismic conditions, and building safety and security, and (iii) installing new floor covering, lighting, and wall coverings in the Building Common Areas, and in connection with any Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Project, including portions of the Common Areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building. Subject to Section 19.6.2, Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent; provided, in exercising its rights hereunder, Landlord shall use its commercially reasonable efforts not to materially and adversely affect Tenant's use of the Premises for the Permitted Use. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions.

29.36 **CASp**. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that neither the Premises, the Building, nor the Project, have undergone inspection by a Certified Access Specialist (CASp). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of and in connection with such notice: (i) Tenant, having read such notice and understanding Tenant's right to request and obtain a CASp inspection and with advice of counsel, hereby elects not to obtain such CASp inspection and forever waives its rights to obtain a CASp inspection with respect to the Premises, Building and/or Project to the extent permitted by applicable Laws now or hereafter in effect; and (ii) if the waiver set forth in clause (i) hereinabove is not enforceable pursuant to applicable Laws now or hereafter in effect, then Landlord and Tenant hereby agree as follows (which constitute the mutual agreement of the parties as to the matters described in the last sentence of the foregoing notice): (A) Tenant shall have the one-time right to request for and obtain a CASp inspection, which request must be made, if at all, in a written notice delivered by Tenant to Landlord on or before the Lease Commencement Date; (B) any CASp inspection timely requested by Tenant shall be conducted (1) between the hours of 9:00 a.m. and 5:00 p.m. on any business day, (2) only after ten (10) days' prior written notice to Landlord of the date of such CASp inspection, (3) in a professional manner by a CASp designated by Landlord and without any testing that would damage the Premises, Building or Project in any

way, and (4) at Tenant's sole cost and expense, including, without limitation, Tenant's payment of the fee for such CASp inspection, the fee for any reports prepared by the CASp in connection with such CASp inspection (collectively, the **"CASp Reports"**) and all other costs and expenses in connection therewith; (C) Tenant shall deliver a copy of any CASp Reports to Landlord within two (2) business days after Tenant's receipt thereof; (D) Tenant, at its sole cost and expense, shall be responsible for making any improvements, alterations, modifications and/or repairs to or within the Premises to correct violations of construction-related accessibility standards including, without limitation, any violations disclosed by such CASp inspection; and (E) if such CASp inspection identifies any improvements, alterations, modifications and/or repairs necessary to correct violations of construction-related accessibility standards relating to those items of the Building and Project located outside the Premises that are Landlord's obligation to repair as expressly set forth herein, then Landlord shall perform such improvements, alterations, modifications and/or repairs as and to the extent required by applicable Laws to correct such violations, and Tenant shall reimburse Landlord for the cost of such improvements, alterations, modifications and/or repairs within ten (10) business days after Tenant's receipt of an invoice therefor from Landlord.

29.37 **Energy Performance Disclosure**. Tenant hereby acknowledges that Landlord may be required to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10, the regulations adopted pursuant thereto and/or pursuant to other similar regulations (collectively as applicable, the "**Energy Disclosure Requirements**"). Tenant further acknowledges that pursuant to the Energy Disclosure Requirements, Landlord may be required in the future to disclose information concerning Tenant's energy usage to certain third parties, including, without limitation, prospective purchasers, lenders and tenants of the Building (the "**Tenant Energy Use Disclosure**"). Tenant hereby (a) consents to all such Tenant Energy Use Disclosures, (b) acknowledges that Landlord shall not be required to notify Tenant of any Tenant Energy Use Disclosure, and (c) agrees that upon request from Landlord, Tenant shall provide Landlord with any energy usage data for the Premises, including, without limitation, copies of utility bills for the Premises. Further, Tenant hereby releases Landlord from any and all losses, costs, damages, expenses and liabilities relating to, arising out of and/or resulting from any Tenant Energy Use Disclosure. The terms of this Section 29.37 shall survive the expiration or earlier termination of this Lease.

29.38 **Anti-Corruption**.

29.38.1 Tenant hereby represents, warrants and covenants that:

29.38.1.1 Tenant and each of its partners and subpartners, and their respective officers, agents, servants, and employees (collectively, the "**Tenant Individuals**"), are now in compliance with the Anti-Corruption Laws (defined below). No action, suit or proceeding by or before any court, or government agency, authority or body, or any arbitrator or nongovernmental authority involving Tenant and/or any of the Tenant Individuals with respect to applicable anti-corruption laws is pending, or to Tenant's knowledge, threatened.

29.38.1.2 No government is investigating or has in the past five (5) years conducted, initiated or threatened any investigation of Tenant and/or any of the Tenant Individuals for alleged violation of Anti-Corruption Laws.

29.38.1.3 Tenant shall comply with all applicable Anti-Corruption Laws in connection with the performance of all duties and obligations relating to this Lease.

29.38.1.4 Without limiting the foregoing, Tenant shall not cause or knowingly permit Landlord, Landlord's property manager or any of the Tenant Individuals to either directly or indirectly, pay, offer, promise or authorize a Prohibited Payment (as defined below).

29.38.1.5 In carrying out its responsibilities under this Lease, Tenant will not provide any meals, gifts, gratuities, entertainment, or travel to any Government Official (as defined below) without the prior written consent of Landlord.

29.38.1.6 Tenant shall immediately notify in writing Landlord and Landlord's property manager if Tenant becomes aware of facts or information which suggest a breach of the foregoing Anti-Corruption covenants or the Anti-Corruption Laws.

29.38.2 Landlord hereby represents, warrants and covenants that:

29.38.2.1 Landlord and each of its partners and subpartners, and their respective officers, agents, servants, and employees (collectively, the "**Landlord Individuals**"), are now in compliance with the Anti-Corruption Laws (defined below). No action, suit or proceeding by or before any court, or government agency, authority or body, or any arbitrator or nongovernmental authority involving Landlord and/or any of the Landlord Individuals with respect to applicable anti-corruption laws is pending, or to Landlord's knowledge, threatened.

29.38.2.2 No government is investigating or has in the past five (5) years conducted, initiated or threatened any investigation of Landlord and/or any of the Landlord Individuals for alleged violation of Anti-Corruption Laws.

29.38.2.3 Landlord shall comply with all applicable Anti-Corruption Laws in connection with the performance of all duties and obligations relating to this Lease.

29.38.2.4 Without limiting the foregoing, Landlord shall not cause or knowingly permit Tenant, Tenant's property manager or any of the Landlord Individuals to either directly or indirectly, pay, offer, promise or authorize a Prohibited Payment (as defined below).

29.38.2.5 In carrying out its responsibilities under this Lease, Landlord will not provide any meals, gifts, gratuities, entertainment, or travel to any Government Official (as defined below) without the prior written consent of Tenant.

29.38.2.6 Landlord shall immediately notify in writing Tenant and Tenant's property manager if Landlord becomes aware of facts or information which suggest a breach of the foregoing Anti-Corruption covenants or the Anti-Corruption Laws.

29.38.3 The breach by either party of any of its representations, warranties and/or covenants contained in this Section 29.38 shall constitute a material breach of this Lease. In the event the other party has reason to believe that a breach of any of the representations, warranties or covenants in this Section 29.38 has occurred or will occur same shall be investigated in good faith hereunder.

29.38.4 The provisions of this Section 29.38 and any warranties, representations or covenants made thereunder shall survive any expiration or earlier termination of this Lease.

29.38.5 As used in this herein:

29.38.5.1 "**Anti-Corruption Laws**" shall mean all laws, rules, and regulations of any jurisdiction applicable to the relevant party concerning or related to bribery or corruption, including laws governing the bribery or corruption of domestic U.S. federal, state, or local Government Officials, non-U.S. Government Officials, and commercial bribery.

29.38.5.2 "**Government Official**" shall mean any (i) official or employee of a U.S. or non-U.S. government body, department, agency, instrumentality, or government-controlled entity, or a public international organization; (ii) political party or official thereof, or candidate for political office; or (iii) person acting in an official capacity for or on behalf of any of the foregoing.

29.38.5.3 "**Prohibited Payment**" shall mean any direct or indirect payment, offer, promise or authorization of money or anything of value, to a Government Official or to any other person (i) for the purpose of influencing any act by or decision of such Government Official or such person in order to obtain or retain business or to direct business to any person, or securing any improper advantage, or (ii) when such offer, payment, promise or authorization would be unlawful under applicable laws, including commercial bribery laws.

29.39 **Fitness Center**. Tenant shall be granted up to one hundred five (105) access cards (or such reasonable additional amounts as may be requested by Tenant from time to time) to the existing fitness center serving the Building (the "**Fitness Center**") for the non-exclusive use of said Fitness Center by Tenant's employees for its intended purposes; provided, however, (a) the use of the Fitness Center by Tenant shall be governed by a separate fitness center agreement/license to be executed by each employee of Tenant using the Fitness Center, and (b) so long as Tenant is not in Default under this Lease, Landlord shall waive the above described charges associated with Tenant's use of such fitness center access charges during the Lease Term (the "**Abated Fitness Center Charges**"). Landlord makes no representation or warranty regarding the condition, functionality or suitability of the Fitness Center and/or any component thereof, and Tenant shall defend, indemnify and hold harmless Landlord from and against any and all costs, expenses (including reasonable attorneys' fees), demands, claims, causes of action and liens arising from or in connection with the Fitness Center and the use thereof by Tenant and any of Tenant's employees. Tenant shall be permitted to install, at Tenant's sole cost and expense, certain branded equipment in the Fitness Center for the nonexclusive use of the tenants and occupants of the Project, subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the branding and the equipment to be installed by Tenant (**"Tenant Equipment"**); provided, however, Tenant shall indemnify, defend, and hold Landlord harmless from and against damages, losses, claims, judgments, attorneys' fees and costs in connection with such equipment and the use and installation thereof. Tenant, at Tenant's sole cost and expense, shall continuously maintain Tenant's Equipment in a clean, first-class working condition. At Landlord's option, upon expiration of the Lease Term, Tenant shall remove such equipment from the Fitness Center, repair any damage occasioned by such removal, and restore the area previously occupied by such equipment to its original condition.

29.40 **Conference Center**. Subject to availability, Tenant's advance reservation, Tenant's compliance with the reasonable rules and regulations for the use therefor (including, without limitation, the then applicable cancellation policy and cancellation fees), and so long as Tenant is not in Default under this Lease, during the Lease Term, Tenant shall be allowed to use the conference room and board room serving the Building free of charge for up to a total of fifty (50) hours per full calendar month (any partial month shall be prorated) on a non-cumulative basis, if such conference room and/or board room is constructed and available for the non-exclusive use by tenants of the Building; provided, however, any of such fifty (50) hours which remain unused after the end of each calendar month shall be deemed waived and no longer available to Tenant, and further provided that nothing herein shall abate Tenant's obligation to pay for any cancellation fees, cleaning fees (currently $25 per use), damage fees or other similar fees related to Tenant's use of the conference room. Such amount of abated conference room charges is hereafter referred to herein as "**Abated Conference Room Charges**".

29.41 **Patio Area**. Tenant shall have the exclusive license to use the four (4) exterior patio areas located adjacent to the Premises (individually and collectively, the "**Patio Area**") as depicted in **Exhibit A** attached hereto. Tenant shall accept the Patio Area in its "as-is" condition (except to the extent any improvements to such Patio Area

are included in the Tenant Work Letter), and Landlord shall not be obligated to provide or pay for any work or services related to the improvement of the Patio Area. Tenant shall have the right, but not the obligation, to partition two (2) of the exterior patio areas as depicted in **Exhibit H** attached hereto. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Patio Area or the compliance of the Patio Area with any applicable Laws now in force or which may hereafter be enacted or promulgated. Any alteration or improvement to the Patio Area shall be made by Tenant at Tenant's sole cost and expense, subject to Landlord's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed) and the terms of Article 8 above. Tenant shall have the right to place and maintain furniture (including, without limitation, chairs, tables, and/or trash receptacles) (collectively, "**Patio Furniture**") in the Patio Area subject to Landlord's prior written approval of the same (which approval shall not be unreasonably withheld, conditioned or delayed). Notwithstanding Landlord's approval of the Patio Furniture, Tenant shall remain solely liable for any liability arising out of the placement of the Patio Furniture in the Patio Area, and Landlord shall have no liability in connection therewith. Tenant shall keep the Patio Furniture in clean, safe, operable and first-class condition and repair and shall replace the same as necessary to comply with such standard. Tenant shall keep the Patio Area clean of all trash and debris and shall also keep the surrounding areas clean of debris and trash arising from the use of the Patio Area. Tenant shall clean the Patio Area regularly, and shall power wash the Patio Area on an as needed basis. Tenant shall remove any Patio Furniture from the Patio Area upon the expiration or earlier termination of this Lease, or upon the termination of Tenant's rights under this Section 29.41, and shall return the affected portion of the Patio Area to the condition the Patio Area would have been in had no such Patio Furniture been installed, reasonable wear and tear excepted. Tenant shall not be permitted to display any graphics, signs or insignias or the like in the Patio Area. Landlord shall have the right to make any improvements to the Patio Area or display any graphics, plants or other items from the Patio Area which it desires in its sole discretion in connection with overall Building or Project graphics or improvements. Tenant shall use the Patio Area solely for the seating of its employees and shall not use the Patio Area for preparing food or any other retail purpose. No smoking shall be permitted in the Patio Area. Tenant's use of the Patio Area shall be subject to such additional reasonable rules, regulations and restrictions as Landlord may make from time to time concerning the Patio Area. Except as expressly set forth in this Section 29.41, all of the terms, conditions, covenants, limitations and restrictions contained in this Lease pertaining to the Premises and Tenant's use thereof shall apply equally to the Patio Area and Tenant's use thereof, including, without limitation, Tenant's indemnity of Landlord set forth in Section 10.1, Tenant's insurance obligations set forth in Article 10, and Tenant's obligations to comply with Law set forth in Article 24; provided, however, the Patio Area shall not be deemed to be a part of the Premises for purposes of any abatement or termination rights under Articles 11 and 13. The license to use the Patio Area granted to Tenant hereby shall be revocable by Landlord for cause upon written notice to Tenant, and Landlord thereafter shall have the right to prevent Tenant's access thereto. As used in this Section 29.41, "cause" shall include, without limitation, any of the following: (i) Landlord's good faith determination that the license granted hereby and/or the use of the Patio Area creates a hazard or threatens the safety and/or security of persons or property or endangers or otherwise interferes with the use and occupancy of the Building or Project by Landlord, its employees, agents or contractors or other tenants or occupants of the Building or the Project, or constitutes a nuisance; (ii) the license granted hereby constitutes a violation of or otherwise conflicts with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated, or results in increased rates of insurance for the Building or Project; (iii) Tenant abandons or vacates all or a substantial portion of the Premises; (iv) this Lease is terminated for any reason; or (v) Tenant fails to comply with any of the terms, conditions, covenants, limitations or restrictions contained in this Section 29.41 or elsewhere in this Lease which apply to the Patio Area or Tenant's use thereof.

29.42 **Beer Tap**. To the extent that an establishment which serves beer and wine is constructed in the center courtyard of the Project (the "**beer garden**"), Landlord shall use its commercially reasonable efforts to cause Tenant's selection of one (1) beer brand to be included on tap at such beer garden (which brand shall be available on a non-exclusive basis, for sale in common with the other beer brands available for sale), with Tenant's name or logo on such beer tap handle; provided however, Landlord makes no representation or warranty as to the construction, condition and/or operation of any such beer garden. Other than the selection of one (1) beer brand as provided in the immediately preceding sentence, Tenant has no rights with respect to the brand, the beer and/or the beer garden, including, without limitation, establishment of the price of such beer and/or any rights to profits in connection therewith.

29.43 **Landlord's Lien**. Landlord hereby acknowledges and agrees that any and all of Tenant's movable furniture, furnishings, trade fixtures and equipment at the Premises ("**Tenant's Property**") may be financed by a third-party lender or lessor (an "**Equipment Lienor**"), and, except for any for Tenant's Property paid or reimbursed from the Allowance or otherwise paid for by Landlord, Landlord hereby (i) subordinates any of its rights to Tenant's Property to Equipment Lienor's rights, and (ii) agrees to recognize the rights of any such Equipment Lienor, subject to and in accordance with Tenant's lender's commercially reasonable form of waiver agreement to be entered into by and between Landlord and the Equipment Lienor within ten (10) business days after Tenant's written request therefor, subject to Tenant's payment of the actual and reasonable out-of-pocket attorneys' fees and costs incurred by Landlord in connection therewith.

29.44 **Consents**. Except as otherwise expressly provided herein, whenever Landlord's consent is required, if within fifteen (15) days after Landlord's receipt of Tenant's request for consent under this Lease, Tenant does not receive written notice and Landlord's consent to or rejection of such request, Landlord shall be deemed to have rejected such request.

29.45 **No Additional Landlord Supervisory Fees**. Except as may be expressly set forth in this Lease, Tenant shall not be responsible for any Landlord supervisory fees or similar Landlord fees or charges related to any of Tenant's improvements, alterations, repairs and/or maintenance to the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

LANDLORD:

QUINTANA OFFICE PROPERTY LLC,
a Delaware limited liability company

By: /s/ Raymond Lawler
Name: Raymond Lawler
Title: Senior Managing Director

TENANT:

XPONENTIAL FITNESS LLC,
a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: CEO

EXHIBIT A

CONCEPTUAL OUTLINE OF PREMISES

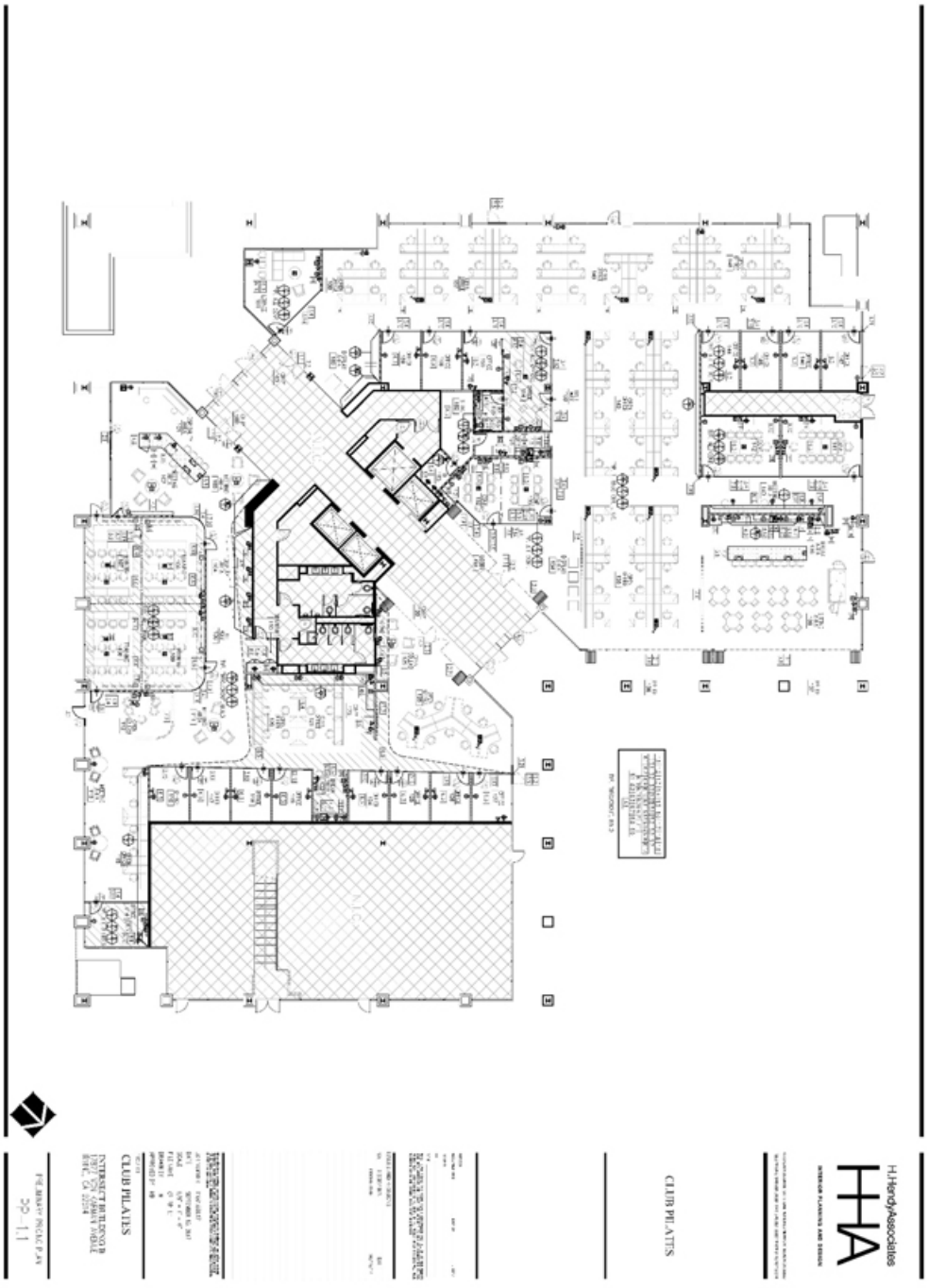


EXHIBIT A-1

DEPICTION OF BUILDING AND PROJECT

EXHIBIT B

TENANT WORK LETTER
(Landlord Build with Allowance)

1. **TENANT IMPROVEMENTS**. As used in the Lease and this Tenant Work Letter, the term "**Tenant Improvements**" or "**Tenant Improvement Work**" means those items of general tenant improvement construction shown on the Final Plans (described in Section 4 below), more particularly described in Section 5 below.

2. **WORK SCHEDULE**. Within thirty (30) days after mutual execution of this Lease, Landlord shall deliver to Tenant, for Tenant's review and approval, a schedule ("**Work Schedule**") which will set forth the timetable for the planning and completion of the installation of the Tenant Improvements. The Work Schedule will set forth each of the various items of work to be done or approval to be given by Landlord and Tenant in connection with the completion of the Tenant Improvements. The Work Schedule will be submitted to Tenant for its approval, which approval Tenant agrees not to unreasonably withhold, and, once approved by both Landlord and Tenant, the Work Schedule will become the basis for Landlord's completion of the Tenant Improvements. All plans and drawings required by this Tenant Work Letter and all work performed pursuant thereto are to be prepared and performed in accordance with the Work Schedule. Landlord may, from time to time during construction of the Tenant Improvements, modify the Work Schedule as Landlord reasonably deems appropriate. If Tenant fails to approve the Work Schedule, as it may be modified after discussions between Landlord and Tenant within ten (10) business days after the date the Work Schedule is first received by Tenant, the Work Schedule shall be deemed to be approved by Tenant as submitted or Landlord may, at its option, terminate the Lease upon written notice to Tenant.

3. **CONSTRUCTION REPRESENTATIVES**. Landlord hereby appoints the following person(s) as Landlord's representative ("**Landlord's Representative**") to act for Landlord in all matters covered by this Tenant Work Letter: Lynne Lyons.

Tenant hereby appoints the following person(s) as Tenant's representative ("**Tenant's Representative**") to act for Tenant in all matters covered by this Tenant Work Letter: Robyn Kruder.

All communications with respect to the matters covered by this Tenant Work Letter are to be made to Landlord's Representative or Tenant's Representative, as the case may be, in writing in compliance with the notice provisions of the Lease. Either party may change its representative under this Tenant Work Letter at any time by written notice to the other party in compliance with the notice provisions of the Lease.

4. **TENANT IMPROVEMENT PLANS**.

(a) **Preparation of Space Plans**. In accordance with the Work Schedule, Tenant agrees to meet with Landlord's architect and/or space planner for the purpose of promptly preparing preliminary space plans for the layout of the Premises ("**Space Plans**"). The Space Plans are to be sufficient to convey the architectural design of the Premises and layout of the Tenant Improvements therein and are to be submitted to Landlord in accordance with the Work Schedule for Landlord's approval (which approval shall not be unreasonably withheld, conditioned or delayed). If Landlord reasonably disapproves any aspect of the Space Plans, Landlord will advise Tenant in writing of such disapproval and the reasons therefor in accordance with the Work Schedule. Tenant will then submit to Landlord for Landlord's approval, in accordance with the Work Schedule, a redesign of the Space Plans incorporating the revisions reasonably required by Landlord.

(b) **Preparation of Final Plans**. Based on the approved Space Plans, and in accordance with the Work Schedule, at Landlord's election, Landlord's architect will prepare complete architectural plans, drawings and specifications and complete engineered mechanical, structural and electrical working drawings for all of the Tenant Improvements for the Premises (collectively, the "**Final Plans**"). The Final Plans will be submitted to Tenant for signature to confirm that they are consistent with the Space Plans. If Tenant reasonably disapproves any aspect of the Final Plans based on any inconsistency with the Space Plans, Tenant agrees to advise Landlord in writing of such disapproval and the reasons therefor within the time frame set forth in the Work Schedule. In accordance with the Work Schedule, Landlord will, subject to Section 4(c) below, then cause Landlord's architect to redesign the Final Plans incorporating the revisions reasonably requested by Tenant so as to make the Final Plans consistent with the Space Plans.

(c) **Requirements of Tenant's Final Plans**. Landlord will not unreasonably withhold, delay or condition its consent to changes in the Final Plans proposed by Tenant provided the Final Plans, as revised, will: (i) be compatible with the Building shell and with the design, construction and equipment of the Building; (ii) be comprised of the Building standards set forth in the written description thereof (the "**Standards**") or of at least equal quality as the Standards and approved by Landlord; (iii) comply with all applicable Laws, ordinances, rules and regulations of all governmental authorities having jurisdiction, and all applicable insurance regulations; (iv) not require Building service beyond the level normally provided to other tenants in the Building and will not overload the Building floors; and (v) be of a nature and quality consistent with the overall objectives of Landlord for the Building, as determined by Landlord in its reasonable but subjective discretion.

(d) **Submittal of Final Plans**. Once approved by Landlord and Tenant, at Landlord's election, Landlord's architect will submit the Final Plans to the appropriate governmental agencies for plan checking and the issuance of a building permit. Landlord's architect, with Tenant's cooperation, will make any changes to the Final Plans which are requested by the applicable governmental authorities to obtain the building permit. After approval of the Final Plans no further changes may be made without the prior written approval of both Landlord and Tenant, and then only after agreement by Tenant to pay any costs resulting from the design and/or construction of such changes in excess of the Allowance. Tenant hereby acknowledges that any such changes will be subject to the terms of Sections 7 and 8 below.

Landlord's approval of the Final Plans shall create no liability or responsibility on the part of Landlord for the completeness of such plans or their design sufficiency or compliance with Laws.

(e) **Changes to Shell of Building**. If the Final Plans or any amendment thereof or supplement thereto shall require changes in the Building shell, the increased cost of the Building shell work caused by such changes will be paid for by Tenant or charged against the "**Allowance**" described in Section 5 below.

(f) **Work Cost Estimate and Statement**. Prior to the commencement of construction of any of the Tenant Improvements shown on the Final Plans, Landlord will submit to Tenant a written estimate of the cost (the "**Work Cost**") to complete the Tenant Improvement Work, which written estimate will be based on the Final Plans taking into account any modifications which may be required to reflect changes in the Final Plans required by the City or County in which the Premises are located (the "**Work Cost Estimate**"). Tenant will either approve the Work Cost Estimate or disapprove specific items and submit to Landlord revisions to the Final Plans to reflect deletions of and/or substitutions for such disapproved items. Submission and approval of the Work Cost Estimate will proceed in accordance with the Work Schedule. Upon Tenant's approval of the Work Cost Estimate (such approved Work Cost Estimate to be hereinafter known as the "**Work Cost Statement**"), Landlord will have the right to purchase materials and to commence the construction of the items included in the Work Cost Statement pursuant to Section 6 hereof. If the total costs reflected in the Work Cost Statement exceed the Allowance described in Section 5 below, Tenant agrees to pay such excess, as Additional Rent, within five (5) business days after Tenant's approval of the Work Cost Estimate or within five (5) business days after Tenant's receipt of Landlord's invoice therefor. Throughout the course of construction, any differences between the estimated Work Cost in the Work Cost Statement and the actual Work Cost will be determined by Landlord and appropriate adjustments and payments by Tenant will be made within five (5) business days after Landlord's invoice therefor.

5. **PAYMENT FOR THE TENANT IMPROVEMENTS**.

(a) **Allowance**. Landlord hereby grants to Tenant an Allowance as referenced in the Summary. The Allowance is to be used only for:

(i) Payment of the cost of preparing the Space Plans and the Final Plans, including mechanical, electrical, plumbing and structural drawings and of all other aspects necessary to complete the Final Plans. The Allowance will not be used for the payment of extraordinary design work not consistent with the scope of the Standards (i.e., above-standard design work) or for payments to any other consultants, designers or architects other than Landlord's architect, engineers and consultants.

(ii) The payment of plan check, permit and license fees relating to construction of the Tenant Improvements.

(iii) Construction of the Tenant Improvements, including, without limitation, the following:

(aa) Installation within the Premises of all partitioning, doors, floor coverings, ceilings, wall coverings and painting, millwork and similar items;

(bb) All electrical wiring, lighting fixtures, outlets and switches, and other electrical work necessary for the Premises;

(cc) The furnishing and installation of all duct work, terminal boxes, diffusers and accessories necessary for the heating, ventilation and air conditioning systems within the Premises, including the cost of meter and key control for after-hour air conditioning;

(dd) Any additional improvements to the Premises required for Tenant's use of the Premises including, but not limited to, odor control, special heating, ventilation and air conditioning, noise or vibration control or other special systems or improvements;

(ee) All fire and life safety control systems such as fire walls, sprinklers, halon, fire alarms, including piping, wiring and accessories, necessary for the Premises;

(ff) All plumbing, fixtures, pipes and accessories necessary for the Premises;

(gg) Testing and inspection costs;

(hh) Fees for the general contractor including, but not limited to, fees and costs attributable to general conditions associated with the construction of the Tenant Improvements; and

(ii) Landlord's construction management fee of two percent (2%) (the "**Construction Management Fee"**) of the total hard (but not soft) costs of the Tenant Improvements, provided that the Construction Management Fee shall not be payable on any portion of the cost of the Tenant Improvements which exceeds the $85.00/rsf Allowance.

(iv) All other costs to be expended by Landlord in the construction of the Tenant Improvements, including those costs incurred by Landlord for construction of elements of the Tenant Improvements in the Premises, which construction was performed by Landlord prior to the execution of this Lease by Landlord and Tenant. Landlord shall have the right, but not the obligation, to perform the Tenant Improvement Work during non-standard business

hours and thus incur overtime and/or above-standard charges for such labor, and Tenant agrees that Landlord shall be permitted to apply the Allowance towards payment for the costs therefor.

(b) **Excess Costs**. The cost of each item referenced in Section 5(a) above shall be charged against the Allowance. If the Work Cost exceeds the Allowance, Tenant agrees to pay to Landlord such excess including the fee for the Construction Management Fee in connection with the supervision of such excess work prior to the commencement of construction within ten (10) days after invoice therefor (less any sums previously paid by Tenant for such excess pursuant to the Work Cost Estimate). In no event will the Allowance be used to pay for Tenant's furniture, artifacts, equipment, telephone systems or any other item of personal property which is not affixed to the Premises.

(c) **Changes**. If, after the Final Plans have been prepared and the Work Cost Statement has been established, Tenant requires any changes or substitutions to the Final Plans, any additional costs related thereto including the fee for Landlord's contractor and the Construction Management Fee in connection with the supervision of such changes or substitutions are to be paid by Tenant to Landlord within five (5) business days after invoice therefor. Any changes to the Final Plans will be approved by Landlord and Tenant in the manner set forth in Section 4 above and will, if necessary, require the Work Cost Statement to be revised and agreed upon between Landlord and Tenant in the manner set forth in Section 4(f) above. Landlord will have the right to decline Tenant's request for a change to the Final Plans if such changes are inconsistent with the provisions of Section 4 above, or if the change would materially delay construction of the Tenant Improvements and the Lease Commencement Date.

(d) **Governmental Cost Increases**. If increases in the cost of the Tenant Improvements as set forth in the Work Cost Statement are due to requirements of any governmental agency, Tenant agrees to pay Landlord the amount of such increase including the fee for Landlord's contractor and the Construction Management Fee in connection with the supervision of such additional work within five (5) business days of Landlord's written notice; provided, however, that Landlord will first apply toward any such increase any remaining balance of the Allowance.

(e) **Unused Allowance Amounts**. Except as otherwise provided in Section 5(f) below, any unused portion of the Allowance upon completion of the Tenant Improvements ("**Excess Allowance**") will not be refunded to Tenant or be available to Tenant as a credit against any obligations of Tenant under the Lease unless Tenant has paid for excess costs as described in Sections 5(b), 5(c) or 5(d), in which case the unused Allowance may be applied toward such excess cost amounts and paid to Tenant.

(f) **Applied Allowance**. Notwithstanding the foregoing, provided Tenant is not in default under the Lease, Landlord shall permit Tenant to use up to Ten and No/100ths Dollars ($10.00) per rentable square foot of the Premises of any Excess Allowance towards payment of Tenant's obligation to pay Base Rent and/or Tenant's reasonable and actual out-of-pocket project management and moving and relocation costs, including telephone and data cabling costs, physical move expenses, installation of furniture and equipment, move coordination costs, and purchase of furniture, fixtures and equipment to be used exclusively at the Premises (the "**FF&E**") (and which FF&E shall, at Landlord's sole option, either become Landlord's property and remain with the Premises and/or be removed from the Premises at Tenant's sole cost and expense upon expiration or earlier termination of the Lease) (collectively, the "**Moving Costs**") (such portion of the Excess Allowance applied towards Moving Costs and/or Base Rent is referred to as the "**Applied Allowance**"), subject to prior written notice to Landlord given no later than thirty (30) days after the Lease Commencement Date; provided, that Tenant submits to Landlord, within sixty (60) days after the Lease Commencement Date (the "**Outside Allowance Date**"), copies of contracts, lien releases, receipts and invoices (and other back-up documentation to the extent requested by Landlord) evidencing such Moving Costs and Tenant's payment in full therefor. Any portion of the Allowance which remains unused and unrequested as of the Outside Allowance Date shall be deemed waived by, and no longer available to, Tenant, and Landlord shall have no further obligation to disburse any portion thereof.

6. CONSTRUCTION OF TENANT IMPROVEMENTS. Until Tenant approves the Final Plans and Work Cost Statement, and obtains the Permits, Landlord will be under no obligation to cause the construction of any of the Tenant Improvements. Provided that Tenant has obtained the Permits, following Tenant's approval of the Work Cost Statement described in Section 4(f) above and upon Tenant's payment of the total amount by which such Work Cost Statement exceeds the Allowance, if any, Landlord's contractor will commence and diligently proceed with the construction of the Tenant Improvements, subject to Tenant Delays (as described in Section 8 below) and Force Majeure Delays (as described in Section 9 below).

7. LEASE COMMENCEMENT DATE AND SUBSTANTIAL COMPLETION.

(a) **Lease Commencement Date**. The Lease Term will commence on the date (the "**Lease Commencement Date**") which is the later of: (i) the date the Tenant Improvements have been "substantially completed" (as defined below) or (ii) [March 1, 2018; provided, however, that if substantial completion of the Tenant Improvements is delayed as a result of any Tenant Delays described in Section 8 below, then the Lease Commencement Date as would otherwise have been established pursuant to this Section 7(a) will be accelerated by the number of days of such Tenant Delays.

(b) **Substantial Completion; Punch-List**. For purposes of Section 7(a)(ii) above, the Tenant Improvements will be deemed to be "substantially completed" when Landlord: (a) is able to provide Tenant with reasonable access to the Premises, and (b) has substantially performed all of the Tenant Improvement Work required to be performed by Landlord under this Tenant Work Letter, other than minor "punch-list" type items and adjustments which do not materially interfere with Tenant's access to or use of the Premises. Within thirty (30) days after delivery of the Premises to Tenant, Tenant and Landlord will conduct a walk-through inspection of the Premises, and prepare a written punch-list specifying those punch-list items which require completion, which items Landlord will thereafter diligently complete.

(c) **Delivery of Possession**. Landlord agrees to deliver possession of the Premises to Tenant when the Tenant Improvements have been substantially completed in accordance with Section (b) above. The parties estimate that Landlord will deliver possession of the Premises to Tenant and the Lease Term will commence on or before the Estimated Lease Commencement Date (i.e., May 22, 2018). Landlord agrees to use its commercially reasonable efforts to cause the Tenant Improvements to be substantially completed on or before the Estimated Lease Commencement Date. Tenant agrees that except as otherwise provided in Section 7(d) below, if Landlord is unable to deliver possession of the Premises to Tenant on or prior to the Estimated Lease Commencement Date, the Lease will not be void or voidable, nor will Landlord be liable to Tenant for any loss or damage resulting therefrom.

(d) **Outside Date for Delivery**. Notwithstanding the foregoing, if Landlord fails to deliver the Premises with the Tenant Improvements substantially completed on or before the Estimated Lease Commencement Date (i.e., May 22, 2018), as such failure shall be extended to the extent of any Force Majeure Delays or Tenant Delays (the **"Outside Delivery Date"**), then Tenant, as its sole and exclusive remedy, shall have the right to extend the Lease Commencement Date and the Lease Expiration Date of the Lease Term by one (1) day for each day Landlord is delayed in delivering possession of the Premises to Tenant, and Tenant shall receive one (1) day of Base Rent abatement for each day beyond the Outside Delivery Date that Landlord fails to turn over possession of the Premises to Tenant in accordance with the terms of this Tenant Work Letter, which Base Rent abatement shall be applied following the expiration of the Base Rent Abatement Period.

8. **TENANT DELAYS**. For purposes of this Tenant Work Letter, "**Tenant Delays**" means any delay in the completion of the Tenant Improvements resulting from any or all of the following: (a) Tenant's failure to timely perform any of its obligations pursuant to this Tenant Work Letter, including any failure to complete, on or before the due date therefor, any action item which is Tenant's responsibility pursuant to the Work Schedule delivered by Landlord to Tenant pursuant to this Tenant Work Letter; (b) Tenant's changes to Space Plans or Final Plans after Landlord's approval thereof; (c) Tenant's request for materials, finishes, or installations which are not readily available or which are incompatible with the Standards; (d) any delay of Tenant in making payment to Landlord for Tenant's share of the Work Cost; or (e) any other act or failure to act by Tenant, Tenant's employees, agents, architects, independent contractors, consultants and/or any other person performing or required to perform services on behalf of Tenant.

9. **FORCE MAJEURE DELAYS**. For purposes of this Tenant Work Letter, "Force Majeure Delays" means any actual delay in the construction of the Tenant Improvements, which is beyond the reasonable control of Landlord or Tenant, as the case may be, as described in Section 29.16 of the Lease.

10. **FREIGHT/CONSTRUCTION ELEVATOR**. Landlord will, consistent with its obligation to other tenants in the Building, if appropriate and necessary, make the freight/construction elevator reasonably available to Tenant in connection with initial decorating, furnishing and moving into the Premises. Tenant agrees to pay for any after-hours staffing of the freight/construction elevator, if needed.

11. **CONSTRUCTION WARRANTY**. Landlord shall obtain from Landlord's general contractor a commercially reasonable warranty ("**Construction Warranty**") for a period of one (1) year following substantial completion of the initial Tenant Improvements for such warrant(ies) which are customarily provided in the construction industry. To the extent any maintenance or repair of the Premises and/or the Building is covered by the Construction Warranty, Landlord shall use its commercially reasonable efforts to enforce the Construction Warranty, or at Landlord's option, shall assign the Construction Warranty to Tenant (on a non-exclusive basis) and permit Tenant to enforce the same.

EXHIBIT C

NOTICE OF LEASE TERM DATES

To: _____
_____
_____
_____

Re: Office Lease dated _____, 20___ between _____, a _____ ("**Landlord**"), and _____, a _____ ("**Tenant**") concerning Suite _____ on floor(s) _____ of the office building located at _____, _____, California.

Ladies and gentlemen:

In accordance with the Office Lease (the '**Lease**"), we wish to advise you and/or confirm as follows:

1. The Lease Term shall commence on or has commenced on _____ for a term of _____ ending on _____.

2. Rent commenced to accrue on _____, in the amount of _____.

3. If the Lease Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Lease.

4. Your rent checks should be made payable to _____ at _____.

"

Landlord":

_____,
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Agreed to and Accepted
as of _____, 20____.

"Tenant":

_____
a _____

By: _____
Its: _____

EXHIBIT D

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. Landlord shall use its commercially reasonable efforts to apply such Rules and Regulations in a non-discriminatory manner against all tenants and occupants at the Project, to the extent applicable. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant and in the event of the loss of keys so furnished, Tenant shall pay to Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the North Orange County, California area. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom Tenant requests passes and shall be liable to Landlord for all acts of such persons. The Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Building except during such hours and in the manner established by Landlord from time to time for the Building. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

5. No furniture or equipment will be received in the Building or carried up or down in the elevators, except between such hours established by Landlord from time to time, in such specific elevator and by such personnel as shall be designated by Landlord.

6. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without the prior written consent of the Landlord. Tenant shall not disturb, solicit, peddle, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent same.

8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have caused same.

9. Tenant shall not overload the floor of the Premises.

10. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

11. Tenant shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or

combustible fluid chemical, substitute or material. Tenant shall provide material safety data sheets for any Hazardous Material used or kept on the Premises.

12. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.

13. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors, or vibrations, or interfere with other tenants or those having business therein, whether by the use of any musical instrument, radio, phonograph, or in any other way. Tenant shall not throw anything out of doors, windows or skylights or down passageways.

14. Tenant shall not bring into or keep within the Project, the Building or the Premises any animals, birds, fish, aquariums, or, except in areas designated by Landlord, bicycles or other vehicles.

15. The Premises shall not be used for any improper, objectionable or immoral purposes.

16. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises provided for in the Summary. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau without the express prior written consent of Landlord. Tenant shall not engage or pay any employees on the Premises except those actually working for such tenant on the Premises nor advertise for laborers giving an address at the Premises.

17. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

18. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.

19. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Tenant shall participate in recycling programs undertaken by Landlord.

20. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in Irvine, California without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate. Tenant shall make alternate arrangements, at Tenant's cost, for the disposal of high volumes of trash in excess of the amount determined by Landlord to be an office tenant's typical volume of trash (i.e., excessive moving boxes or shipping materials). If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith, at Tenant's expense, cause the Premises to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

22. Any persons employed by Tenant to do janitorial work shall be subject to the prior written approval of Landlord, and while in the Building and outside of the Premises, shall be subject to and under the control and direction of the Building manager (but not as an agent or servant of such manager or of Landlord), and Tenant shall be responsible for all acts of such persons.

23. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard drapes. All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance in writing by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sunscreened without the prior written consent of Landlord. Tenant shall be responsible for any damage to the window film on the exterior windows of the Premises and shall promptly repair any such damage at Tenant's sole cost and expense. Tenant shall keep its window coverings closed during any period of the day when the sun is shining directly on the windows of the Premises. Prior to leaving the Premises for the day, Tenant shall draw or lower window coverings and extinguish all lights. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Common Areas.

24. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

25. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

26. Tenant must comply with all applicable **"NO-SMOKING"** or similar ordinances. If Tenant is required under the ordinance to adopt a written smoking policy, a copy of said policy shall be on file in the office of the Building.

27. Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises, the Building or the Project. Tenant hereby assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord, at its option, elects to provide security protection for the Project or any portion thereof. Tenant further assumes the risk that any safety and security devices, services and programs which Landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Tenant shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenant desires protection against losses related to such occurrences. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by law.

28. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings reasonably approved by Landlord, to absorb or prevent any vibration, noise and annoyance.

29. Tenant shall not use in any space or in the public halls of the Building, any hand trucks except those equipped with rubber tires and rubber side guards.

30. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.

31. No tenant shall use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.

32. Tenant shall not purchase towels, janitorial or maintenance or other similar services from any company or persons not approved by Landlord. Landlord shall approve a sufficient number of sources of such services to provide Tenant with a reasonable selection, but only in such instances and to such extent as Landlord in its judgment shall consider consistent with the security and proper operation of the Building.

33. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate, visibly marked and properly operational fire extinguisher next to any duplicating or photocopying machines or similar heat producing equipment, which may or may not contain combustible material, in the Premises.

34. Tenant shall not permit any portion of the Project, including the Parking Facilities, to be used for the washing, detailing or other cleaning of automobiles.

35. All low voltage and data cable installed at the Premises must be plenum rated.

36. "Smoking," as used herein, shall be deemed to include the use ofe-cigarettes, smokeless cigarettes and other similar products. All rules and regulations set forth in this Exhibit applicable to smoking also apply to the use of e-cigarettes, smokeless cigarettes and other similar products.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

EXHIBIT E

DEPICTION AND LOCATION OF SIGNAGE

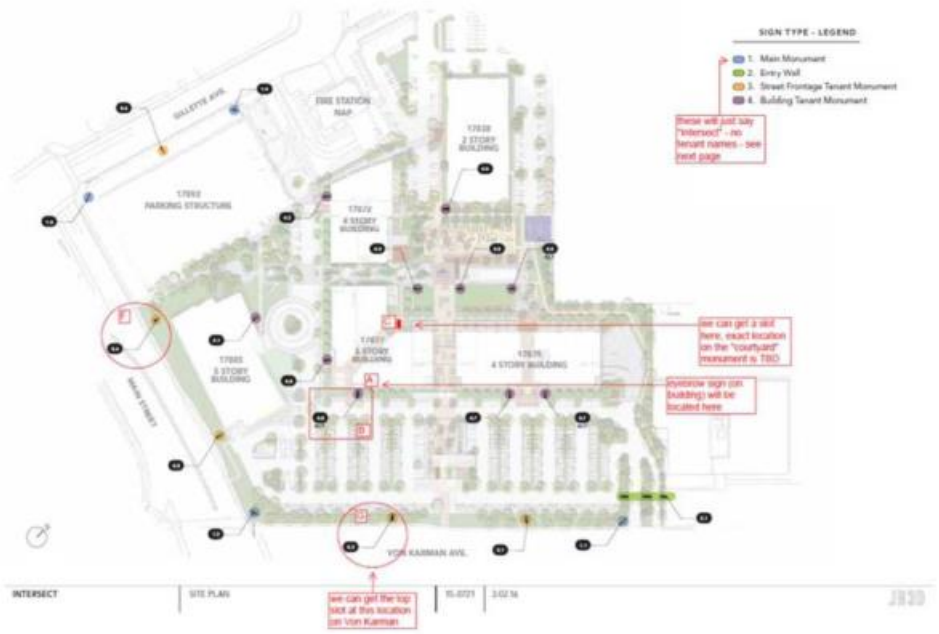


EXHIBIT F

INTENTIONALLY DELETED

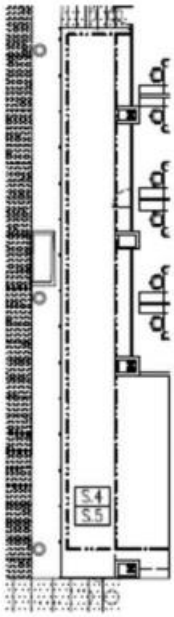
EXHIBIT G

**DESCRIPTION OF EXISTING COVENANTS,
CONDITIONS AND RESTRICTIONS**

1. Declaration of Easements, Covenants, Conditions and Restrictions dated November 22, 2004, by Maguire Properties, L.P., as Declarant, and recorded on November 23, 2004 as Instrument No. 2004001045376 in the Official Records of the County of Orange.

EXHIBIT H

DEPICTION OF PATIO WORK



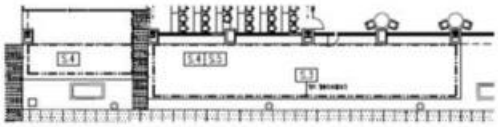


EXHIBIT I

TENANT'S CURRENT BALANCE SHEET

Club Pilates Franchise, LLC
Balance Sheet
As of May 31, 2017

		Total
ASSETS		
Current Assets		
Bank Accounts		
Cal United 1593		506,596.74
Cal United MFC 8947		15,696.31
Cash Undeposited		0.00
Citizens Business Bank 1167		1,507,212.76
Money Market		24.66
Total Bank Accounts	**$**	**2,029,530.47**
Accounts Receivable		
Accounts Receivable		11,226,431.78
Total Accounts Receivable	**$**	**11,226,431.78**
Other Current Assets		
Accounts Rec Franchise Fee		0.00
Accounts Rec Royalties		0.00
Accounts Receivable - MFC		222,667.55
Accounts Receivable - Pilates S		0.00
Accounts Receivable GAAP		0.00
Credit Card Receivables		0.00
Employee Advances		0.00
Inventory Asset		393,866.08
Note Receivable		0.00
Other Assets		0.00
Other Receivables		800,945.00
Other Receivables GAAP		0.00
Prepaid Expenses		70,470.15
Prepaid Expenses - GAAP Adj		0.00
Prepaid Insurance		333.41
Teacher Training Receivable		66,373.12
Undeposited Funds		7,637.07
Total Other Current Assets	**$**	**1,562,292.38**
Total Current Assets	**$**	**14,818,254.63**
Fixed Assets		
Accumulated Depreciation		-109,321.79
Autos and Trucks		17,000.00
Computer Equip, and Programming		73,208.72
Furniture and Equipment		283,098.19
Leasehold Improvements		75,417.31
Video Production and Materials		140,884.36
Web Design & Domain		35,606.25
Total Fixed Assets	**$**	**515,893.04**

Other Assets		
Deposits		35,900.00
Intangible Assets		
Goodwill		5,782,162.02
Territory Rights		0.00
Trademark		25,000.00
Accumulated Amortization		-3,568.67
Total Trademark	$	**21,431.33**
Total Intangible Assets	$	**5,803,593.35**
Total Other Assets	$	**5,839,493.35**
TOTAL ASSETS	$	**21,173,641.02**
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		890,256.90
Total Accounts Payable	$	**890,256.90**
Credit Cards		
Credit Card		0.00
Total Credit Cards	$	**0.00**
Other Current Liabilities		
Accounts Payable GAAP		0.00
Accrued Costs - Equipment		9,378,945.97
Accrued Costs - Products		490,439.34
Accrued Costs - GAAP Adj		0.00
Accrued Development Costs		0.00
Accrued Expenses		114,697.03
Accrued Interest		-0.04
BOE Payable		23.93
CA Department of Revenue Payable		-6,724.61
Department of Revenue Payable		-21,148.75
Due to Related Party		0.00
Due to Club Pilates Global		0.00
Due to Club Pilates, LLC		0.00
Total Due to Related Party	$	**0.00**
Lafayette Payable		8.25
Marketing Reserve		15,696.31
Note Payable - LAG Fit		0.00
Sales Tax Agency Payable		0.00
Sales Tax Liability		119,127.68
Sales Tax Payable		221.56
Sales Tax Payable - Sales Tax		21,063.07
Sales Tax Payable		0.00
Total Sales Tax Payable - Sales Tax	$	**21,063.07**
Vouchers Unredeemed		-216.60
Total Other Current Liabilities	$	**10,112,133.14**
Total Current Liabilities	$	**11,002,390.04**

Long-Term Liabilities		
Deferred Revenues		
Deferred area development fee		0.00
Deferred Costs		0.00
Deferred Prepaid Classes		0.00
Deferred Product Sales		0.00
Deferred Revenue - Equipment Sales		0.00
Deferred Revenue-Franchise Fees		0.00
Total Deferred Revenues	**$**	**0.00**
Note Payable - Club Pilates Global		0.00
Note Payable - Club Pilates LLC		0.00
Total Long-Term Liabilities	**$**	**0.00**
Total Liabilities	**$**	**11,002,390.04**
Equity		
Common Units		666,667.00
Member Capital Contribution		3,764,630.00
Member Distributions		-6,096,334.61
Opening Balance Equity		-353,695.00
Preferred Units		945,095.00
Retained Earnings		328,367.95
Net Income		10,916,520.64
Total Equity	**$**	**10,171,250.98**
TOTAL LIABILITIES AND EQUITY	**$**	**21,173,641.02**

OFFICE LEASE

QUINTANA OFFICE PROPERTY LLC,

a Delaware limited liability company,

as Landlord,

and

XPONENTIAL FITNESS LLC,

a Delaware limited liability company,

as Tenant.

[XPONENTIAL FITNESS]

TABLE OF CONTENTS

INDEX

Exhibit 10.2

EXECUTED VERSION

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

October 25, 2018

among

XPONENTIAL FITNESS LLC and ST. GREGORY HOLDCO, LLC,

as Borrower,

THE OTHER LOAN PARTIES PARTY HERETO,

THE VARIOUS FINANCIAL INSTITUTIONS PARTY HERETO,

as Lenders,

and

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,

as Administrative Agent

Table of Contents

ANNEXES

SCHEDULES

EXHIBITS

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

THIS SECOND AMENDED AND RESTATED CREDIT AGREEMENT dated as of October 25, 2018 (this "Agreement") is entered into among (i) Xponential Fitness LLC, a Delaware limited liability company and St. Gregory Holdco, LLC, a Delaware limited liability company, (ii) any Person from time to time joined hereto as a borrower party in accordance with the terms hereof (together with Xponential Fitness LLC and St. Gregory Holdco, LLC, individually and collectively referred to herein as "Borrower"), (iii) the other Loan Parties party hereto, (iv) the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders") and (v) MONROE CAPITAL MANAGEMENT ADVISORS, LLC (in its individual capacity, "Monroe Capital"), as administrative agent for the Lenders.

RECITALS

WHEREAS, Intermediate Holdings, Borrower, the other Loan Parties party thereto, the Lenders and Monroe Capital entered into a Credit Agreement dated as of September 29, 2017 (as amended, restated, modified or supplemented prior to the date hereof, including by that certain Amended and Restated Credit Agreement dated as of June 28, 2018, the "Existing Credit Agreement");

WHEREAS, Holdings ("Purchaser") intends to purchase all of the Capital Securities of Pure Barre ("Seller") via Barre Holdco, pursuant to that certain PB Acquisition Agreement pursuant to which, immediately prior to consummation of the Acquisition of Barre Holdco by Holdings, Merger Sub will merge with and into Barre Holdco, with Barre Holdco being the surviving entity (such transaction, the "Closing Date Acquisition");

WHEREAS, Borrower has requested that the Lenders make Loans to provide the funds required to refinance the Borrowers' indebtedness under the Existing Credit Agreement, finance a portion of the Closing Date Acquisition, to pay fees, costs and expenses incurred in connection with the foregoing, and to provide for the ongoing general corporate purposes and working capital needs of Borrower and other Loan Parties as further provided herein, in an aggregate principal amount of $145,000,000 in the form of (a) Existing Term A Loans made pursuant to the Existing Credit Agreement prior to the Closing Date, (b) Additional Term A Loans to Borrower on the Closing Date in an aggregate principal amount of $65,332,106.23, (c) Revolving Loans to Borrower from time to time in an aggregate principal amount not to exceed $10,000,000, and the Lenders are willing to do so on the terms and conditions set forth herein;

WHEREAS, the parties hereto have agreed to amend and restate the Existing Credit Agreement in its entirety.

WHEREAS, Administrative Agent and the Lenders hereby acknowledge and agree: (i) to the consummation of Closing Date Acquisition and the transactions contemplated thereby; and (ii) that the Closing Date Acquisition and the transactions contemplated thereby shall not constitute an Event of Default under this Agreement or the Existing Credit Agreement; and

WHEREAS, the parties hereto intend that this Agreement not effect a novation of the obligations of Borrower or Guarantors under the Existing Credit Agreement but merely a restatement, and where applicable, an amendment to the terms governing such obligations.

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1
DEFINITIONS.

1.1. Definitions. When used herein the following terms shall have the following meanings:

"Account Debtor" is defined in the Guaranty and Collateral Agreement.

"Account or Accounts" is defined in the UCC or PPSA, as applicable.

"Acquisition" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or a substantial portion of the assets of a Person, or of all or a substantial portion of any business or division of a Person, (b) the acquisition of in excess of 50% of the Capital Securities of any Person, or otherwise causing any Person to become a Subsidiary, or (c) a merger, amalgamation or consolidation or any other combination with another Person (other than a Person that is already a Subsidiary).

"Additional Term A Loan" is defined in Section 2.1.2(a).

"Additional Term A Loan Commitment" means, as to any Lender, such Lender's commitment to make Additional Term A Loans under this Agreement. The amount of each Lender's Additional Term A Loan Commitment is set forth on Annex A. The aggregate amount of the Additional Term A Loan Commitments of all Lenders as of the Closing Date is $65,332,106.23.

"Administrative Agent" means Monroe Capital in its capacity as administrative agent for the Lenders hereunder and any successor thereto in such capacity.

"Affected Loan" is defined in Section 8.3.

"Affiliate" of any Person means (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, (b) any director of such Person and (c) with respect to any Lender, any entity administered or managed by such Lender or an Affiliate or investment advisor thereof and which is engaged in making, purchasing, holding or otherwise investing in commercial loans. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to vote 5% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managers or power to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Unless expressly stated otherwise herein, neither Administrative Agent nor any Lender shall be deemed an Affiliate of any Loan Party.

"Agent Fee Letter" means, the second amended and restated fee letter dated as of the Closing Date between Borrower and the Administrative Agent.

"Agreement" is defined in the preamble of this Agreement.

"AKTF" means AKT Franchise, LLC, a Delaware limited liability company.

"Allocable Amount" is defined in Section 16.6.

"Applicable Margin" means, as of any date of determination, the applicable rate per annum set forth in the following table that corresponds to the Total Debt to EBITDA Ratio as set forth in the most recent Compliance Certificate delivered to Administrative Agent pursuant to Section 10.1.3. For the period from the Closing Date through the date that Administrative Agent receives the Compliance Certificate for the Computation Period ending December 31, 2018, the Applicable Margin will be the rate per annum in the row styled "Level II":

Level	Total Debt to EBITDA Ratio	Applicable Margin LIBOR Loans	Applicable Margin Base Rate Loans
I	³ 4.50:1.00	6.50%	3.25%
II	<4.50:1.00 but ³ 3.00:1.00	6.00%	2.75%
III	< 3.00:1.00	5.50%	2.25%

Except as otherwise set forth in this definition, the Applicable Margin will be based upon the most recent Compliance Certificate. Notwithstanding the foregoing, the Applicable Margin will be re-determined quarterly on the first day of the month following the date of delivery to Administrative Agent of the applicable Compliance Certificate pursuant to Section 10.1.3. If Borrower fails to furnish or cause Borrower Representative to furnish any Compliance Certificate when that Compliance Certificate is due, then the Applicable Margin will be the rate per annum in the row styled "Level I" as of the first Business Day of the month following the date on which that Compliance Certificate was required to be delivered until the date on which that Compliance Certificate is delivered, on which date (but not retroactively), without constituting a waiver of any Default or Event of Default occasioned by the failure to timely deliver that Compliance Certificate, the Applicable Margin will be set at the rate per annum based upon the calculations disclosed by that Compliance Certificate. If any information contained in any Compliance Certificate delivered pursuant to Section 10.1.3. is shown to be inaccurate, and that inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period than the Applicable Margin actually applied for that period, then (i) Borrower shall promptly deliver or cause to be delivered to Administrative Agent a correct Compliance Certificate for that period; (ii) the Applicable Margin will be determined as if the correct Applicable Margin (as set forth in the table above) were applicable for that period (irrespective of whether a correct Compliance Certificate is delivered); and (iii) Borrower shall promptly (but in any event within two Business Days after delivery of that corrected Compliance Certificate or after demand by Administrative Agent) deliver to Administrative Agent full payment in respect of the accrued additional interest as a result of the increased Applicable Margin for that period, which payment Administrative Agent shall promptly apply to the affected Obligations.

"Approved Fund" means (a) any Person (other than a natural person) engaged in making, purchasing, holding, or investing in commercial loans and similar extensions of credit and that is advised, administered, or managed by a Lender, an Affiliate of a Lender (or an entity or an Affiliate of an entity that administers, advises or manages a Lender); (b) with respect to any Lender that is an investment fund, any other investment fund that invests in loans and that is advised, administered or managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor; (c) any third party which provides "warehouse financing" to a Person described in the preceding clause (a) or (b) (and any Person described in said clause (a) or (b) shall also be deemed an Approved Fund with respect to such third party providing such warehouse financing); and (d) (i) any investment company, fund, trust, securitization vehicle or conduit that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business or (ii) any Person (other than a natural person) which temporarily warehouses loans for any Lender or any entity described in the preceding clause (i) and that, with respect to each of the preceding clauses (i) and (ii), is administered or managed by (x) a Lender, (y) an Affiliate of a Lender or (z) a Person (other than a natural person) or an Affiliate of a Person (other than a natural person) that administers or manages a Lender; provided in no event shall any Disqualified Lender be an Approved Fund.

"Area Representative Agreement" means an agreement between any Company or any Subsidiary and a Franchisee under which such Franchisee (referred to as an area representative) has been granted the right to solicit and screen prospective Franchisees for, and assist such Company or such Subsidiary in providing services to, unit Franchises operating under the trade name of such Company or such Subsidiary in a designated geographical area for a defined period of time, including any addendum, amendment, extension or renewal thereof, and together with any guarantee or other instrument or agreement relating thereto.

"Asset Disposition" means the sale, lease, assignment or other transfer for value (each, a "Disposition") by any Loan Party to any Person (other than Borrower or other Loan Party) of any asset or right of such Loan Party (including, the loss, destruction or damage of any thereof or any actual condemnation, confiscation, requisition, seizure or taking thereof).

"Assignee" is defined in Section 15.6.1.

"Assignment Agreement" is defined in Section 15.6.1.

"Assignment and Assumption Agreement" means that certain Assignment and Assumption Agreement, dated as of June 28, 2018, among TPG Growth III Fitness L.P., Sponsor and Holdings.

"Attorney Costs" means, with respect to any Person, all reasonable documented out-of-pocket fees and charges of any counsel to such Person and all court costs and similar legal expenses.

"Available Amount" means, as of any date of determination (each, a "Reference Date"), (a) an amount equal to the sum of (i) aggregate Excess Cash Flow for all Fiscal Years for which financial statements have been required to be delivered pursuant to Section 10.1.1, commencing

with the Fiscal Year ending December 31, 2018, and ending prior to such Reference Date and (ii) the aggregate amount of Net Cash Proceeds from any issuance of Qualified Equity Interests by Holdings or other contributions to the capital of Holdings (other than equity issued in connection with the Borrower's exercise of its Cure Right under Section 13.4), in each case, received by the Borrower after the Closing Date and prior to the applicable Reference Date; provided that all such Net Cash Proceeds must be used or applied in accordance with this Agreement within one hundred eighty (180) days of the receipt thereof or the Available Amount shall thereafter not include the amount of such Net Cash Proceeds, minus (b) the amount of prepayments required to be made in respect of such Excess Cash Flow pursuant to Section 6.2.2(a)(iv), minus (c) the aggregate usage of the Available Amount by the Loan Parties under this Agreement during the period from the Closing Date through such Reference Date. Notwithstanding anything herein to the contrary, unless (x) no Default or Event of Default has occurred and is continuing or would result from the proposed usage of the Available Amount and (y) there would be no violation of any covenant set forth in Section 11.14 for the most recently ended 12-month period for which Administrative Agent has received financial statements pursuant to Section 10.1.2, as determined on a pro forma basis, after giving effect to the proposed usage of the Available Amount as if such usage occurred on the last day of such 12-month period, using, for purposes of the calculation in clause (y), EBITDA for the most recently ended 12-month period for which Administrative Agent has received financial statements pursuant to Section 10.1.2, the Available Amount as of any Reference Date shall be $0.00.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bank Product Agreements" means those certain agreements entered into from time to time between any Loan Party and a Lender or its Affiliates in connection with any of the Bank Products.

"Bank Product Obligations" means all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by the Loan Parties to any Lender or its Affiliates pursuant to or evidenced by the Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all such amounts that a Loan Party is obligated to reimburse to Administrative Agent or any Lender as a result of Administrative Agent or such Lender purchasing participations or executing indemnities or reimbursement obligations with respect to the Bank Products provided to the Loan Parties pursuant to the Bank Product Agreements.

"Bank Products" means any service provided to, facility extended to, or transaction entered into with, any Loan Party by any Lender or its Affiliates consisting of, (a) deposit accounts, (b) cash management services, including, controlled disbursement, lockbox, electronic funds transfers (including, book transfers, fedwire transfers, ACH transfers), online reporting and other services relating to accounts maintained with any Lender or its Affiliates, (c) debit cards

and credit cards, or (d) so long as prior written notice thereof is provided by Lender (or its Affiliate) providing such service, facility or transaction and Administrative Agent consents in writing to its inclusion as a Bank Product, any other service provided to, facility extended to, or transaction entered into with, any Loan Party by a Lender or its Affiliates. No Hedging Agreements or Hedging Obligations will be deemed Bank Products or included as Bank Product Obligations without Administrative Agent's prior written consent.

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.), as amended and in effect from time to time and the regulations issued from time to time thereunder.

"Barre Holdco" means Barre Holdco, LLC, a Delaware limited liability company.

"Base Rate" means, at any time, a fluctuating rate per annum equal to the greatest of (a) the Federal Funds Rate plus 0.5%, (b) the Prime Rate, (c) 4.25% and (d) the LIBOR Rate plus 1.0%.

"Base Rate Loan" means any Loan which bears interest at or by reference to the Base Rate.

"Borrower" is defined in the preamble of this Agreement.

"Borrower Representative" means Xponential Fitness LLC, a Delaware limited liability company.

"Borrowing Availability" means the lesser of (a) the Revolving Commitment and (b) to the extent Borrower requests Revolving Loans and Letters of Credit in an aggregate principal amount in excess of $1,000,000, (i) EBITDA for the most recently ended 12 month period for which Administrative Agent has received financial statements pursuant to Section 10.1.2 multiplied by the maximum Total Debt to EBITDA Ratio permitted under Section 11.14.2 for the most recently ended Computation Period minus (ii) outstanding Total Debt (other than Revolving Outstandings).

"BSA" is defined in Section 9.24.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, Illinois and, in the case of a Business Day which relates to a LIBOR Loan, on which dealings are carried on in the London interbank eurodollar market.

"Canadian AML Laws" means the Proceeds of Crime (Money Laundering) and Terrorism Financing Act (Canada), the Criminal Code (Canada), the Special Economic Measures Act (Canada), the Corruption of Foreign Public Officials Act (Canada), the Freezing Assets of Corrupt Foreign Public Officials Act (Canada), the United Nations Act and other applicable Canadian anti-money laundering and "know your client" policies, regulations, laws or rules, together with any guidelines or orders thereunder and any similar Canadian legislation, rules, regulations and interpretations thereunder or related thereto.

"Canadian Defined Benefit Plan" means any Canadian Pension Plan that contains a "defined benefit provision" as defined in subsection 147.1(1) of the ITA, excluding any Canadian Multi-Employer Plans, whether existing on the Closing Date or which would be considered a Canadian Defined Benefit Plan if assumed, adopted or otherwise participated in or contributed to by a Loan Party thereafter.

"Canadian Multi-Employer Plan" means any Canadian Defined Benefit Plan to which a Loan Party or a Subsidiary is required to contribute pursuant to a collective agreement or participation agreement and which is not maintained or administered by a Loan Party or any of its Affiliates, whether existing on the Closing Date or which would be considered a Canadian Multi-Employer Plan if assumed, adopted or otherwise participated in or contributed to by a Loan Party or a Subsidiary thereafter.

"Canadian Pension Plans" means each plan which is a "registered pension plan" as defined in the ITA or which is required to be registered under federal or provincial pension benefits standards legislation established, maintained or contributed to by any Loan Party or any Subsidiary, or under which any Loan Party or any Subsidiary has any liability or contingent liability, in relation to any employees or former employees that it may have in Canada.

"Capital Expenditures" means all expenditures which, in accordance with GAAP, would be required to be capitalized and shown on the consolidated balance sheet of Borrower, including expenditures in respect of Capital Leases, but excluding any expenditures (a) made in connection with the replacement, substitution or restoration of assets to the extent financed from insurance proceeds (or other similar recoveries) paid on account of the loss of or damage to the assets being replaced or restored, (b) made with Net Cash Proceeds from awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced, (c) made with Net Cash Proceeds from any issuance of Capital Securities by any Loan Party directly or indirectly to Sponsor or other existing holders of Capital Securities to the extent used solely to fund Capital Expenditures, (d) made with Net Cash Proceeds of dispositions permitted under this Agreement, (e) made by Holdings or any Subsidiary to effect leasehold improvements to any property leased by Holdings or such Subsidiary as lessee, to the extent that such expenses have been reimbursed by the landlord, and (f) actually paid for by a third party (excluding Holdings or any Subsidiary) and for which none of Holdings or any Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or monetary obligation to such third party or any other Person (whether before, during or after such period). For purposes of this definition, (i) the purchase price of equipment that is purchased substantially simultaneously with the trade-in or sale of existing equipment (or proceeds contributed by an unrelated third party) shall be included in Capital Expenditures only to the extent of the gross amount of such purchase price less the credit granted by the seller of such equipment for the equipment being traded in at such time or the amount of such proceeds, as the case may be, (ii) the aggregate consideration paid in connection with permitted investments shall not be included in Capital Expenditures, and (iii) the purchase price of equipment and leasehold improvements purchased in connection with the Fueled Collective Build-Out shall not be reduced by any landlord reimbursement payment.

"Capital Lease" means, with respect to any Person, any lease of (or other agreement conveying the right to use) any real or personal property by such Person that, in conformity with

GAAP, is accounted for as a capital lease on the balance sheet of such Person, provided however, for purposes of this Agreement, any obligations of a Person under a lease that is not (or would not be) required to be classified and accounted for as a capitalized lease on a balance sheet of such Person under GAAP as in effect as of the Closing Date shall not be treated as a capitalized lease as a result of the adoption of changes in GAAP or changes in the application of GAAP.

"Capital Securities" means, with respect to any Person, all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of such Person's capital, whether now outstanding or issued or acquired after the Closing Date, including common shares, preferred shares, membership interests in a limited liability company, limited or general partnership interests in a partnership, interests in a trust, interests in other unincorporated organizations or any other equivalent of such ownership interest.

"Cash Collateralize" means to deliver cash collateral to an Issuing Lender, to be held as cash collateral for outstanding Letters of Credit, pursuant to documentation satisfactory to such Issuing Lender and in an amount equal to 103% of the Stated Amount of such outstanding Letters of Credit. Derivatives of such term have corresponding meanings.

"Cash Equivalent Investment" means, at any time, (a) any evidence of Debt, maturing not more than one year after such time, issued or guaranteed by the United States Government or any agency thereof, (b) commercial paper, maturing not more than one year from the date of issue, or corporate demand notes, in each case (unless issued by a Lender or its holding company) rated at least A-l by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or P-l by Moody's Investors Service, Inc., (c) any certificate of deposit, time deposit or banker's acceptance, maturing not more than one year after such time, or any overnight Federal funds transaction that is issued or sold by any Lender or its holding company (or by a commercial banking institution that is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000), (d) any repurchase agreement entered into with any Lender (or commercial banking institution of the nature referred to in clause (c)) which (i) is secured by a fully perfected security interest in any obligation of the type described in any of clauses (a) through (c) above and (ii) has a market value at the time such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such Lender (or other commercial banking institution) thereunder, (e) money market accounts or mutual funds which invest exclusively in assets satisfying the foregoing requirements, and (f) other short term liquid investments approved in writing by Administrative Agent.

"CB Purchase Agreement" means that certain Unit Purchase Agreement, dated as of the Original Closing Date, by and among, Holdings, as buyer, Montgomery Ventures Investments, LLC, as seller, CycleBar Holdco, LLC, a Delaware limited liability company, and the CB Principals (as defined therein) named therein.

"CBF" means CycleBar Franchising, LLC, an Ohio limited liability company.

"CFC" means any (i) foreign Subsidiary that is a "controlled foreign corporation" within the meaning of Section 957 of the Code or (ii) domestic Subsidiary substantially all of the assets

of which consist of the stock of one or more foreign Subsidiaries each of which is a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Change in Law" means the adoption or phase-in of, or any change in, in each case after the date of this Agreement, any applicable law, rule, or regulation, or any change in the interpretation or administration of any applicable law, rule, or regulation by any governmental authority, central bank, or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender with any request or directive (whether or not having the force of law) of any such authority, central bank, or comparable agency. For purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, or directives thereunder or issued in connection therewith, and all requests, rules, guidelines, or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, will, in each case, be deemed to have been adopted and gone into effect after the date of this Agreement.

"Change of Control" means the occurrence of any of the following events: (a) Sponsor shall cease to, directly or indirectly, (i) own and control at least 51% of the economic and voting interests of Holdings or (ii) possess the right to elect (through contract, ownership of voting securities or otherwise) at all times a majority of the Governing Body of Holdings or to direct the management policies and decisions of Holdings; (b) Sponsor shall receive consideration in excess of $20,000,000 from the sale or disposition of the Capital Securities of Holdings (or of any direct or indirect parent of Holdings); or (c) Holdings shall cease to, directly or indirectly, own or control 100% (or in the case of a Subsidiary that is not a Wholly-Owned Subsidiary, the applicable percentage owned by Holdings of such Subsidiary on the Closing Date) of each class of the outstanding Capital Securities of each Loan Party and Subsidiary (other than (i) Holdings, (ii) in the case of a Subsidiary that is not a Wholly-Owned Subsidiary, the applicable percentage of such entity owned by Holdings on the Closing Date and (iii) any Loan Party or Subsidiary that ceases to exist or is otherwise sold, transferred or otherwise disposed of following a transaction permitted by Section 11.5).

"Closing Date" is defined in Section 12.1.

"Closing Date Acquisition" is defined in the recitals of this Agreement.

"Club Pilates Purchase Agreement" means that certain Unit Purchase Agreement by and among TPG Growth III Fitness, LP, as Buyer, the Holders of all units of the Company, Club Pilates Franchise, LLC, as the Company, and Anthony Geisler, in his individual capacity and as the unitholder representative dated as of May 2, 2017.

"Club Pilates Royalty Buyout" means the buy-out price payable by Club Pilates Franchise, LLC to St. Gregory Development Group, LLC in respect of the exercise of the buyout of its performance bonus obligation pursuant to that certain Independent Contractor Agreement, dated June 1, 2015, by and between St. Gregory Development Group and Club Pilates Franchise, LLC.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means "Collateral" (as defined in the Guaranty and Collateral Agreement) and any and all other property now or hereafter securing Obligations.

"Collateral Access Agreement" means an agreement in form and substance reasonably satisfactory to Administrative Agent pursuant to which a mortgagee or lessor of real property on which collateral is stored or otherwise located, or a warehouseman, processor or other bailee of Inventory or other property owned by any Loan Party, acknowledges the Liens of Administrative Agent, waives or subordinates any Liens held by such Person on such property, and, in the case of any such agreement with a mortgagee or lessor, permits Administrative Agent reasonable access to and use of such real property following the occurrence and during the continuance of an Event of Default to remove or sell any Collateral stored or otherwise located thereon.

"Collateral Documents" means, collectively, the Guaranty and Collateral Agreement, each Mortgage, each Mortgage Related Document, each Collateral Access Agreement, each Pledge Agreement, each Intellectual Property Security Agreement, each control agreement, the Insurance Assignments, the Reaffirmation Agreement and any other agreement or instrument pursuant to which Borrower or any Loan Party grants or purports to grant collateral to Administrative Agent for the benefit of the Lenders or otherwise relates to such Collateral.

"Commitment" means, as to any Lender, such Lender's commitment to make Loans under this Agreement, and to issue or participate in Letters of Credit, under this Agreement. The initial amount of each Lender's Commitment is set forth on Annex A.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Companies" means AKTF; CPF; Cycle Bar Holdco, LLC, a Delaware limited liability company; LBF; LBIP; LBP; Pure Barre; RHF; RHT; SLF; St. Gregory Holdco, LLC, a Delaware limited liability company; Holdings, Intermediate Holdings; Xponential Fitness LLC; and Yoga Six.

"Companies' Knowledge" means the knowledge of (i) any of the following personnel of the Companies or any of their Subsidiaries, as imputed to such personnel after reasonable inquiry and investigation: Jeffrey D. Herr, James M. Jagers, Anthony Geisler, Megan Moen, John Meloun and Shaun Grove, (ii) any other senior officer involved in franchise operations or sales of any such Companies or any of their Subsidiaries and (iii) any other Person who has been identified in Item 2 of any Franchisor's FDDs within the past three (3) years, which Item 2s are incorporated herein by reference.

"Compliance Certificate" means a Compliance Certificate in substantially the form of Exhibit B.

"Computation Period" means each period of four consecutive Fiscal Quarters ending on the last day of a Fiscal Quarter.

"Consolidated Depreciation and Amortization Expense" means, with respect to any Person for any period, the total amount of depreciation and amortization expense of such Person and its Subsidiaries, including the amortization of deferred financing fees, intangible assets (including goodwill), debt issuance costs, commissions, fees and expenses of such Person and its

Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP.

"Consolidated Net Income" means, with respect to Holdings and its Subsidiaries for any period, the consolidated net income (or loss) of Holdings and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP (other than (x) the recognition of franchise fee income (including without limitation related income arising out of equipment sales the proceeds of which have been received) which income it is agreed will continue to be recognized at the time of signing of a new franchise agreement consistent with past practices and any change thereto shall require the consent of the Administrative Agent in its sole discretion in writing and (y) other deviations from GAAP as are consented to by the Administrative Agent in its sole discretion in writing) excluding (i) any after tax gains or non-cash losses attributable to the sale, exchange or other disposition of assets outside the ordinary course of business, (ii) any extraordinary, unusual or non-recurring gains or non-cash losses, charges or expenses, and (iii) any non-cash gains and non-cash losses from any Hedging Obligation or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Hedging Obligations.

"Contingent Liability" means, with respect to any Person, each obligation and liability of such Person and all such obligations and liabilities of such Person incurred pursuant to any agreement, undertaking or arrangement by which such Person: (a) guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, dividend, obligation or other liability of any other Person in any manner (other than by endorsement of instruments in the course of collection), including any indebtedness, dividend or other obligation which may be issued or incurred at some future time; (b) guarantees the payment of dividends or other distributions upon the Capital Securities of any other Person; (c) undertakes or agrees (whether contingently or otherwise): (i) to purchase, repurchase, or otherwise acquire any indebtedness, obligation or liability of any other Person or any property or assets constituting security therefor, (ii) to advance or provide funds for the payment or discharge of any indebtedness, obligation or liability of any other Person (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain solvency, assets, level of income, working capital or other financial condition of any other Person, or (iii) to make payment to any other Person other than for value received; (d) agrees to lease property or to purchase securities, property or services from such other Person with the purpose or intent of assuring the owner of such indebtedness or obligation of the ability of such other Person to make payment of the indebtedness or obligation; (e) induces the issuance of, or in connection with the issuance of, any letter of credit for the benefit of such other Person; or (f) undertakes or agrees otherwise to assure a creditor against loss. The amount of any Contingent Liability shall (subject to any limitation set forth herein) be equal to the amount of the liability so guaranteed or otherwise supported or, if less, the amount to which such Contingent Liability is specifically limited.

"Controlled Group" means all members of a controlled group of corporations, all members of a controlled group of trades or businesses (whether or not incorporated) under common control and all members of an affiliated service group which, together with Borrower or

any of its Subsidiaries, are treated as a single employer under Section 414(b) or (c) of the Code or, solely with respect to Section 412 of the Code, Section 414(m) or (o) of the Code.

"CPF" means Club Pilates Franchise, LLC, a Delaware limited liability company.

"Current Assets" means, with respect to any Person, all current assets of such Person as of any date of determination calculated in accordance with GAAP, but excluding cash, Cash Equivalent Investments and debts due from Affiliates.

"Current Liabilities" means, with respect to any Person, all liabilities that should, in accordance with GAAP, be classified as current liabilities, and in any event shall include all Debt payable on demand or within one year from any date of determination without any option on the part of the obligor to extend or renew beyond such year, all accruals for federal or other taxes based on or measured by income and payable within such year, but excluding the current portion of long-term debt required to be paid within one year, the aggregate outstanding principal balance of the Revolving Loan or the Term Loan and any outstanding letters of credit.

"Debt" of any Person means, without duplication, (a) all indebtedness of that Person for borrowed money; (b) all indebtedness evidenced by bonds, debentures, notes or similar instruments; (c) all obligations of that Person as lessee under Capital Leases which have been or should be recorded as liabilities on a balance sheet of that Person in accordance with GAAP as in effect as of the Closing Date and shall not be treated as a Capital Lease as a result of the adoption of changes in GAAP or changes in the application of GAAP; (d) all obligations of that Person to pay the deferred purchase price of property or services (excluding trade or similar accounts payable incurred in the ordinary course of business); (e) all indebtedness secured by a Lien on the property of that Person, whether or not that indebtedness has been assumed by that Person, but if that Person has not assumed or otherwise become liable for that indebtedness, then that indebtedness will be measured at the fair market value of the property securing that indebtedness at the time of determination; (f) all obligations, contingent or otherwise, with respect to the face amount of all letters of credit (whether or not drawn), bankers' acceptances, and similar obligations issued for the account of that Person (including the Letters of Credit); (g) all Hedging Obligations of that Person; (h) all Contingent Liabilities of that Person; (i) all Debt of any partnership of which that Person is a general partner; (j) all non-compete payment obligations, earn-outs, and similar obligations; (k) all monetary obligations under any receivables factoring, receivable sale, or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing, or similar financing; and (l) any Disqualified Equity Interests of that Person or other equity instrument of that Person, whether or not mandatorily redeemable, that under GAAP is characterized as debt, whether pursuant to financial accounting standards board issuance No. 150 or otherwise.

"Debt to be Repaid" means Debt listed on Schedule 12.1.

"Default" means any event that, if it continues uncured, will, with lapse of any applicable cure period or notice or both, constitute an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed to fund any portion of the Loans or participations in Letters of Credit required to be funded by it hereunder within one

Business Day of the date required to be funded by it hereunder, (b) has otherwise failed to pay over to Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, (c) has been deemed or has a parent company that has been deemed insolvent or become the subject of a bankruptcy or Insolvency Proceeding, (d) has notified Borrower, Administrative Agent, any Issuing Lender or any Lender that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit or (e) has failed to confirm within three Business Days of a request by Administrative Agent that it will comply with the terms of this Agreement relating to its obligations to fund Loans and participations in then outstanding Letters of Credit.

"Designated Proceeds" is defined in Section 6.2.2(a).

"Development Agreement" means an agreement between any Company or any Subsidiary and a Franchisee under which the Franchisee has been granted the right to open more than one Franchise under the trade name of such Company or such Subsidiary within a designated geographical area and within a defined period of time, including any addendum, amendment, extension or renewal thereof, and together with any guarantee or other instrument or agreement relating thereto.

"Disposition" is defined in the definition of Asset Disposition.

"Disqualified Equity Interest" means any Capital Security that, by its terms (or by the terms of any security or other Capital Security into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, in each case before the date that is 180 days after the Termination Date, (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking-fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event are subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments); (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part; (c) provides for the scheduled payments of dividends in cash; or (d) is or becomes convertible into or exchangeable for Debt or any other Capital Securities that would constitute Disqualified Equity Interests.

"Disqualified Lender" means so long as no Specified Event of Default under clauses (i) or (ii) of such definition has occurred and is continuing (a) each of those certain banks, financial institutions and other institutional lenders and entities identified on Schedule 1.1(a) as delivered and acceptable to Administrative Agent on the Closing Date (which schedule (i) may be updated from time to time with the written consent of Administrative Agent (which consent shall not be unreasonably withheld) and (ii) shall be limited to five or less entities at all times), (b) each competitor of any Loan Party that is identified in writing by Borrower to Administrative Agent and (c) in the case of each of clauses (a) and (b), any of their Affiliates (excluding any fund that is primarily engaged in the making, purchasing, holding or otherwise investing in commercial loans and other similar extensions of credit in the ordinary course) that are either (i) identified in

writing by Borrower to Administrative Agent on or before the Closing Date with respect to affiliates of the financial institutions referenced in clause (a) or at any time with respect to the competitors referenced in clause (b) or (ii) readily identifiable on the basis of such Affiliate's name.

"Dividend Payment Conditions" means, with respect to any Person, that each of the following are true as of any relevant date of determination both before and after giving effect to any distribution (w) EBITDA shall be at least $32,000,000 calculated for the trailing twelve (12)-month period ending on the last day of the most recently completed fiscal quarter with respect to which the Administrative Agent has received financial statements pursuant to Section 10.1.2, (x) the Total Debt to EBITDA Ratio for the twelve month period ending as of the calendar month then most recently ended for which financial statements pursuant to Section 10.1.1 or 10.1.2 have been delivered to Administrative Agent (such pro forma ratio to be determined as if such payment was made as of the first day of such period covered thereby), is the lesser of (i) 4.25:1.00 and (ii) the applicable compliance level for the most recently ended Fiscal Quarter less 0.25, (y) Borrower shall have Liquidity of at least $2,000,000 before and after giving effect to the proposed payment and (z) the Fixed Charge Coverage Ratio for the twelve month period ending as of the calendar month then most recently ended for which financial statements pursuant to Section 10.1.1 or 10.1.2 have been delivered to Administrative Agent (such pro forma ratio to be determined as if any Existing Earn-Out Obligation was a Fixed Charge), is no less than 1.20:1.00.

"Dollar" and the sign "$" mean lawful money of the United States of America.

"EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(a) increased (without duplication) by the following, in each case (other than clauses (vii) and (ix)) to the extent deducted (and not added back) in determining Consolidated Net Income for such period:

(i) any provision for (or less any benefit, including income tax credits and refunds, from) income taxes (including franchise, gross receipts and single business taxes imposed in lieu of income taxes); plus

(ii) Consolidated Depreciation and Amortization Expense of such Person for such period; plus

(iii) the amount of any documented and clearly identifiable restructuring charges; provided that the amounts added to EBITDA pursuant to this clause (iii) shall not exceed 25% of EBITDA for the period ending after September 30, 2018 but on or prior to December 31, 2019 (provided that no more than 15% of such amount is derived from Pure Barre and no more than 10% of such amount is derived from Loan Parties other than Pure Barre) and 5% of EBITDA for any period ending after December 31, 2019;

and provided further, that amounts added to EBITDA pursuant to this clause (iii) when aggregated with amounts added to EBITDA pursuant to clause (vi) (other than pursuant to clause (vi)(1)), clause (vii) and Section 1.3(c) shall not exceed (i) 40% of EBITDA for any period ending after December 31, 2018 but on or prior to March 31, 2019, (ii) 35% of EBITDA for any period ending after March 31, 2019 but on or prior to June 30, 2019, (iii) 30% of EBITDA for any period ending after June 30, 2019 but on or prior to September 30, 2019, (iv) 25% of EBITDA for any period ending after September 30, 2019 but on or prior to December 31, 2019 and (iv) 10% of EBITDA for any period ending thereafter; plus

(iv) any other non-cash charges or adjustments, including (A) any write offs or write downs reducing Consolidated Net Income for such period, (B) equity-based awards compensation expense and expenses related to or associated with deferred compensation programs, (C) losses on sales, disposals or abandonment of, or any impairment charges or asset write-down or write-off related to, intangible assets, long-lived assets, inventory and investments in debt and equity securities, (D) all losses from investments recorded using the equity method, (E) charges for facilities closed prior to the applicable lease expiration, and (F) non-cash expenses in connection with new studio or other facility openings and closings; plus

(v) the amount of (i) board of directors fees not to exceed $500,000 in the aggregate for such period and (ii) any management, monitoring, consulting and advisory fees (including termination and transaction fees) and related indemnities and expenses paid or accrued in such period under the Management Agreement; plus

(vi) (1) all fees, costs, charges or expenses in connection with acquisitions and Investments (including Permitted Acquisitions) including without limitation, consulting fees paid in connection with the Closing Date Acquisition, whether or not such acquisitions are consummated; provided, (A) with respect to acquisitions and Investments (other than the Closing Date Acquisition) that are consummated after the Closing Date, such fees, costs, charges or expenses (a) are incurred within 120 days following the consummation of such acquisition or Investment and (b) shall not exceed (i) $4,000,000 in the aggregate in any period ending on or prior to December 31, 2019 and (ii) $1,500,000 for any period ending after December 31, 2019, and (B) with respect to acquisitions and Investments which are not consummated, the aggregate amount of such fees, costs, charges or expenses added back shall not exceed (x) $1,275,000 in the aggregate for such period with respect to any period ending on or prior to March 31,

2019 and (y) $680,000 in the aggregate for such period with respect to any period ending after March 31, 2019 and (2) the amount of extraordinary, nonrecurring or unusual losses (including all fees and expenses relating thereto), charges or expenses, integration costs, transition costs, pre-opening, opening, consolidation and closing costs for facilities or studios, costs and operating expenses incurred in connection with any strategic initiatives or attributable to the implementation of cost saving initiatives, costs or accruals or reserves incurred in connection with acquisitions (including the Related Transactions and Permitted Acquisitions, and whether or not such acquisitions are consummated) whether on, after or prior to the Closing Date, other business optimization expenses (including costs and expenses relating to business optimization programs and new systems design and implementation costs), severance costs and expenses, one-time compensation charges, retention or completion bonuses, executive recruiting costs, consulting fees, restructuring costs and reserves, and curtailments or modifications to pension and postretirement employee benefit plans; provided, that the amounts added to EBITDA pursuant to this clause (vi) (2) shall not exceed 20% of EBITDA for such period; and provided further, that amounts added to EBITDA pursuant to this clause (vi) (other than pursuant to clause (vi)(1)) when aggregated with amounts added to EBITDA pursuant to Section 1.3(c), clause (iii) and clause (vii) shall not exceed (i) 40% of EBITDA for any period ending after December 31, 2018 but on or prior to March 31, 2019, (ii) 35% of EBITDA for any period ending after March 31, 2019 but on or prior to June 30, 2019 (iii) 30% of EBITDA for any period ending after June 30, 2019 but on or prior to September 30, 2019, (iv) 25% of EBITDA for any period ending after September 30, 2019 but on or prior to December 31, 2019 and (iv) 10% of EBITDA for any period ending thereafter; plus

(vii) the amount of "run-rate" cost savings, cost synergies and operating expense reductions related to restructurings, cost savings initiatives or other initiatives that are projected by the Borrower in good faith to result from Permitted Acquisitions and Investments permitted by Section 11.11 (1) with respect to which substantial steps have been taken, in each case, during the 15 month period following such Permitted Acquisition or Investment and (2) with respect to which substantial steps are expected to be taken (in the good faith determination of the Borrower) on or before June 30, 2019 in an amount not to exceed $900,000 in any such period (provided that in each case, such cost savings, cost synergies or operating expense reductions shall be certified by management of the Borrower and calculated on a pro forma basis as though such cost savings, cost synergies or operating expense reductions had been realized on the

first day of such period), net of the amount of actual benefits realized from such actions during such period (it is understood and agreed that "run-rate" means the full recurring benefit that is associated with any action taken or with respect to which substantial steps have been taken (which adjustments shall exclude the annualization of any studio royalties and may be incremental to (but not duplicative of) pro forma cost savings, cost synergies or operating expense reduction adjustments made pursuant to Section 1.3(c)); provided that such cost savings, cost synergies and operating expenses are (i) reasonably identifiable and factually supportable; and (ii) shall not exceed $2,500,000 with respect to Pure Barre and $1,000,000 with respect to all other brands (excluding amounts associated with brands related to the Original Related Transactions in an amount not to exceed $1,250,000); and provided further that the amounts added to EBITDA pursuant to this clause (vii) shall not exceed 20% of EBITDA for such period; and provided further, that amounts added to EBITDA pursuant to this clause (vii) when aggregated with amounts added to EBITDA pursuant to clause (iii) and clause (vi) (other than pursuant to clause (vi)(1)) shall not exceed (i) 40% of EBITDA for any period ending after December 31, 2018 but on or prior to March 31, 2019, (ii) 35% of EBITDA for any period ending after March 31, 2019 but on or prior to June 30, 2019 (iii) 30% of EBITDA for any period ending after June 30, 2019 but on or prior to September 30, 2019, (iv) 25% of EBITDA for any period ending after September 30, 2019 but on or prior to December 31, 2019 and (iv) 10% of EBITDA for any period ending thereafter; plus

(viii) any non-cash costs or expense incurred by Holdings or a Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement; plus

(ix) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of EBITDA pursuant to clause (b) below for any previous period and not added back; plus

(x) Interest Expense for such period; plus

(xi) to the extent covered by insurance and actually reimbursed in cash, expenses with respect to liability or casualty events; plus

(xii) any proceeds of a business interruption insurance claim actually received in cash and solely to the extent replacing lost profits; plus

(xiii) any losses or start-up costs or expenses (excluding marketing costs and expenses funded or reasonably and in good faith expected to be funded with amounts contributed by franchisees in to marketing funds) incurred and reducing Consolidated Net Income for such period; provided that with respect to any test period, such amounts (A) be solely and directly attributable to any brand acquired by Borrower or any other Loan Party during the trailing twelve month period following the acquisition of such brand, (B) shall not exceed an amount equal to (i) $1,000,000 with respect to any brand in any period, (ii) $5,000,000, in the aggregate for all brands in any period ending on or prior to June 30, 2019, (iii) $2,500,000 in the aggregate for all brands in any period ending after June 30, 2019 but on or prior to December 31, 2019, (iv) $1,500,000 in the aggregate for any period ending after December 31, 2019 but on or prior to March 31, 2020, (v) $1,000,000 in the aggregate for any period ending after March 31, 2020 but on or prior to June 30, 2020 and (vi) $0 in the aggregate for an period ending after June 30, 2020 and (C) be supported by documentation to the satisfaction of the Administrative Agent; plus

(xiv) [intentionally omitted]; plus

(xv) solely with respect to the testing of financial covenants all reasonable and documented fees or expenses incurred or paid by Holdings, Borrower or any Subsidiary in connection with the consummation of the Original Related Transactions, including payments to officers, employees and directors as change of control payments, severance payments and charges for repurchase or rollover of, or modifications to, stock options, provided that such fees or expenses shall not (together with all adjustments pursuant to clause (xiii)) exceed $3,955,000 in the aggregate and shall be incurred within 180 days of the Closing Date; plus

(xvi) all reasonable and documented fees, costs, charges or expenses incurred or paid by Holdings, Borrower or any Subsidiary in connection with the consummation of the Closing Date Acquisition, including payments to officers, employees and directors as change of control payments, severance payments and charges for repurchase or rollover of, or modifications to, stock options; provided that such fees, costs, charges or expenses shall not exceed $5,000,000 in the aggregate and shall be incurred within 180 days of the Closing Date; plus

(xvii) to the extent funded with proceeds of Incremental Loans and deducted from Consolidated Net Income, up to $10,000,000 invested by the Borrowers on or prior to December 31, 2019 in

franchisees in exchange for longer contract terms from such franchisees.

(b) decreased (without duplication) by the following, in each case to the extent included in determining Consolidated Net Income for such period:

(i) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced EBITDA in any prior period; plus

(ii) any non-cash gains with respect to cash actually received in a prior period unless such cash did not increase EBITDA in such prior period; plus

(iii) extraordinary gains and unusual or non-recurring gains (less all fees and expenses relating thereto); plus

(iv) in each case to the extent included in determining such Consolidated Net Income for such period and without duplication, the amount of positive EBITDA of Subsidiaries that have not guaranteed the Obligations hereunder and provided Liens on their assets securing the Obligations for such period;

(c) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of FASB Accounting Standards Codification 460, Guarantees.

For purposes of determining compliance with any financial test or ratio hereunder, EBITDA (computed in accordance with the terms of this definition) of any Target acquired in a Permitted Acquisition by Holdings or any Subsidiary during such period shall be included in determining EBITDA of Holdings and its Subsidiaries for any period as if such Target was acquired at the beginning of such period. Notwithstanding the foregoing, the amount added to EBITDA pursuant to Section 1.3(c), clauses (a)(iii), (a)(vi) (other than pursuant to clause (a)(vi)(1)), (a)(vii) and (a)(xiii) may in the aggregate not exceed (i) 55% of EBITDA of Holdings and its Subsidiaries for any period ending on or prior to December 31, 2018 (provided that EBTIDA attributable to Pure Barre shall not exceed $6,000,000 of such amount), (ii) 50% of EBITDA of Holdings and its Subsidiaries for any period ending after December 31, 2018 but on or prior to March 31, 2019 (provided that EBTIDA attributable to Pure Barre shall not exceed $6,000,000 of such amount), (iii) 45% of EBITDA of Holdings and its Subsidiaries for any period ending after March 31, 2019 but on or prior to June 30, 2019 (provided that EBTIDA attributable to Pure Barre shall not exceed $6,000,000 of such amount), (iv) 40% of EBITDA of Holdings and its Subsidiaries for any period ending after June 30, 2019 but on or prior to September 30, 2019 (provided that EBTIDA attributable to Pure Barre shall not exceed $6,000,000 of such amount), (v) 35% of EBITDA of Holdings and its Subsidiaries for any period ending after September 30, 2019 but on or prior to December 31, 2019 (provided that EBTIDA attributable to Pure Barre

shall not exceed $6,000,000 of such amount), and (vii) 20% of EBITDA of Holdings and its Subsidiaries for any period ending thereafter.

"ECF Percentage" means 75%; provided in the event that the Total Debt to EBITDA Ratio as of the most recently ended Fiscal Quarter is less than or equal to 2.50:1.00, then the ECF Percentage shall be reduced to 50%.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority; (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition; or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" means (a) a Lender, (b) the Issuing Lender, (c) an Affiliate of a Lender or the Issuing Lender; (d) an Approved Fund of a Lender; and (e) any Person (other than a natural Person) engaged in making, purchasing, holding or otherwise investing in commercial loans in its ordinary course of activities; provided that "Eligible Assignee" shall in no event include any Disqualified Lender.

"Environmental Agreement" means each agreement of the Loan Parties with respect to any real estate subject to a Mortgage, pursuant to which Loan Parties agree to indemnify and hold harmless Administrative Agent and Lenders from liability under any Environmental Laws.

"Environmental Claims" means all claims, however asserted, by any governmental, regulatory or judicial authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for release of Hazardous Substances.

"Environmental Laws" means all applicable and legally-binding present or future federal, state, provincial or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative or judicial orders, consent agreements, directed duties, requests, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case relating to any matter arising out of or relating to public or worker health and safety (related to Hazardous Substances), or pollution or protection of the environment, including any of the foregoing relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, discharge, emission, release, threatened release, control or cleanup of any Hazardous Substance.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"E U Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" means any of the events described in Section 13.1.

"Excess Cash Flow" means, for any period, the remainder of (a) EBITDA for such period, plus the sum of, (i) the amount of positive EBITDA of Subsidiaries that have not guaranteed the Obligations hereunder and provided Liens on their assets securing the Obligations for such period in an amount not to exceed the amount of cash distributed by such Subsidiary to a Loan Party during such period and (ii) any net decrease in the Working Capital Adjustment during such period, minus (b) the sum, without duplication, of (i) scheduled repayments of principal of the Term Loans and other Funded Debt (other than payments of revolving Debt that do not include a dollar-for-dollar commitment reduction) permitted hereunder and made during such period, plus (ii) voluntary prepayments of the Term Loan pursuant hereto during such period and voluntary prepayments of the Revolving Loans during such period that are accompanied by a dollar-for-dollar reduction of the Revolving Commitments, plus (iii) cash payments permitted hereunder and made during such period with respect to unfinanced (whether with equity or Debt) Capital Expenditures, plus (iv) all income and franchise taxes paid in cash by the Loan Parties during such period (including, without limitation (but without duplication), Tax Distributions) net of refunds actually received in cash during such period, plus (v) cash Interest Expense (net of interest income) of the Loan Parties during such period, plus (vi) in each case solely to the extent added in determining EBITDA for such period and without duplication of any of the foregoing, any other amounts paid in cash and added back to EBITDA pursuant to the definition thereof, plus (vii) any net increase in Working Capital Adjustments during such period and plus (viii) cash payments (not financed with the proceeds of Equity (including the Available Amount) or Debt other than Revolving Loans) made in such period with respect to Permitted Acquisitions.

"Excluded Accounts" means any deposit accounts (a) having in the aggregate for all such accounts average daily cash balances not to exceed $150,000, (b) any deposit account used solely for the purposes of (i) payroll and accrued payroll benefits, (ii) current and accrued taxes, including withholding taxes, (iii) 401(k) or other retirement plans and employee benefits or healthcare benefits, or (iv) other trust accounts, (c) that are zero balance accounts or (d) in connection with providing cash collateral to secure letters of credit permitted hereunder.

"Excluded Swap Obligation" means, with respect to any guarantor of a Swap Obligation, including the grant of a security interest to secure the guaranty of such Swap Obligation, any Swap Obligation if, and to the extent that, such Swap Obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty or grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Swap Obligation or security interest is or becomes illegal.

"Excluded Taxes" means any of the following Taxes imposed on or, with respect to any Lender or Administrative Agent (i) Taxes based upon, or measured by overall net income, overall net receipts, or overall net profits (including franchise taxes imposed in lieu of such Taxes and including branch profits Taxes), but only to the extent such Taxes are imposed by a taxing authority (a) in a jurisdiction in which such Lender or Administrative Agent is organized, imposed as a result of such Lender or Administrative Agent being organized under the laws of such jurisdiction, (b) in a jurisdiction in which a Lender's or Administrative Agent's principal office is located, imposed as a result of such Lender or Administrative Agent's principal office being located in such jurisdiction, (c) in a jurisdiction in which such Lender's lending office in respect of which payments under this Agreement are made is located, or (d) as a result of any other present or former connection between such Lender or the Administrative Agent and the jurisdiction imposing such Tax (other than connections arising solely from such Lender or the Administrative Agent having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document) ("Other Connection Taxes"), (ii) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to applicable law in effect on the date on which (a) such Lender acquires such interest in the Loan or Commitment or (b) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 7.6, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, and (iii) any U.S. federal withholding Taxes imposed pursuant to FATCA.

"Existing Earn-Out Obligations" means amounts owing by Holdings to the Sellers (as defined in the CB Purchase Agreement) pursuant to Section 2.5 of the CB Purchase Agreement in an aggregate amount not to exceed $15,000,000.

"Existing Loan Document" means the Existing Credit Agreement and all "Loan Documents" as such term was defined in the Existing Credit Agreement.

"Existing Term A Loans" means the Term Loans as such term was defined in the Existing Credit Agreement.

"Extraordinary Receipts" means any cash received by or paid to or for the account of any Loan Party not in the ordinary course of business consisting of (a) pension plan reversions, (b) proceeds of insurance (including business interruption insurance and representation and warranty insurance), (c) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (other than with respect to reimbursement of third party claims), (d) condemnation awards (and payments in lieu thereof), (e) indemnity payments (other than with respect to reimbursement of third party claims), (f) any purchase price adjustment received in connection with any purchase (other than a working capital adjustment), and (g) foreign, United States, state or local tax refunds to the extent not included in the calculation of EBITDA.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any applicable intergovernmental agreement with respect thereto, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any such intergovernmental agreement, or treaty or convention among governmental authorities and implementing the foregoing.

"FCF" means Fueled Collective Franchising, LLC, an Ohio limited liability company.

"FDD" means the Franchise Disclosure Document and its predecessor, Uniform Franchise Offering Circular, and similar documents used in the offer and sale of franchises anywhere in the world by any Company or any of their Subsidiaries in its efforts to comply with any Franchise Laws.

"Federal Funds Rate" means, for any day, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Administrative Agent from three Federal funds brokers of recognized standing selected by Administrative Agent. Administrative Agent's determination of such rate shall be binding and conclusive absent manifest error.

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year, which period is the 3-month period ending on the last day of each of March, June, September, and December of each year.

"Fiscal Year" means the fiscal year of Borrower and its Subsidiaries, which period shall be the 12 month period ending on December 31 of each year.

"Fixed Charge Coverage Ratio" means, for any Computation Period, the ratio of (a) the total for such period of EBITDA (without giving effect to the final sentence thereof) minus the sum of (i) income taxes paid or payable in cash by the Loan Parties and their Subsidiaries (including without duplication Tax Distributions) and (ii) all Capital Expenditures made by the by the Loan Parties and their Subsidiaries not financed with (x) the proceeds of Debt (other than Revolving Loans) or (y) Capital Securities (collectively, such clauses (i)-(ii), the "Fixed Charge Adjustments") to (b) Fixed Charges for such period; provided that for the purpose of calculating the Fixed Charge Coverage Ratio for any period ending prior to the expiration of four full fiscal quarters since the Closing Date, Fixed Charges and the Fixed Charge Adjustments shall be deemed to be Fixed Charges and Fixed Charge Adjustments for the period from the Closing Date to and including the applicable date of determination multiplied by a fraction equal to (x) 365 divided by (y) the number of days actually elapsed from the Closing Date to such applicable date of determination.

"Fixed Charges" means, for any period of Holdings and its Subsidiaries on a consolidated basis the sum of the sum for such period of (i) cash Interest Expense plus (ii) scheduled

payments (other than payments scheduled to be made on the applicable maturity date) of principal of Funded Debt (including the Term Loans and Permitted Seller Debt but excluding the Revolving Loans and Permitted Earn-Outs) and (iii) management fees paid in cash to Sponsor. For the avoidance of doubt, Fixed Charges shall exclude any principal payments of the Revolving Loans.

"Franchise Agreement" means any contract between a Franchisor and any other Person pertaining to the establishment and operation of a business in connection with a Franchise and under the trade name or otherwise using the Franchise System of such Franchisor or such Subsidiary, including license agreements, option agreements, master franchise agreements, multi-unit or area development agreements, Area Representative Agreements, Development Agreements, Master Franchise Agreements, and any similar agreements that cover the development or franchising of Franchises, and including any addendum, amendment, extension or renewal thereof, and together with any guarantee or other instrument or agreement relating thereto.

"Franchise Law" means the FTC Franchise Rule and any other domestic or foreign law regulating the offer or sale of franchises, business opportunities, seller-assisted marketing plans, distributorships, independent marketing representative arrangements, or similar relationships, or governing the relationships between franchisors and franchisees, manufacturers and dealers, or grantors and distributors or independent marketing representatives, including those laws that address the default, termination, nonrenewal or transfer of franchises, dealerships, distributorships and independent marketing representative arrangements

"Franchise System" means any franchise system that any Company or any Subsidiary has developed and operates (or permits other Persons to operate) under the trade name of the applicable Company or the applicable Subsidiary and otherwise using such Company's or any Subsidiary's intellectual property and business system.

"Franchise" means any grant under a Franchise Agreement of the right to engage in or carry on a business, or to sell or offer to sell any product or service, under or in association with any trademark owned or licensed to any Company or any Subsidiary, which constitutes a "franchise," as that term is defined (a) in the U.S., under (i) the FTC Franchise Rule, regardless of the jurisdiction in which the franchised business is located or operates in the U.S. or (ii) the Franchise Law, if any, applicable in the jurisdiction or jurisdictions in which the franchised business is located or operates, or the Franchisee is located, or (b) under any law of a foreign country or jurisdiction.

"Franchisee" means a Person who is a party to a Franchise Agreement with any Company or one of its Subsidiaries.

"Franchisor" means each of AKTF, CBF, CPF, FCF, LBF, LBIP, LBP, Pure Barre, RHF, RHT, SLF, S415 and Yoga Six, or any other Subsidiary that is a franchisor for the operation of fitness studios, health and wellness facilities or shared space concepts.

"FRB" means the Board of Governors of the Federal Reserve System or any successor thereto.

"FTC Franchise Rule" means the FTC trade regulation rule entitled "Disclosure Requirements and Prohibitions Concerning Franchising," 16 C.F.R Section 436.1 et seq.

"Fueled Collective Build-Out" means the buildout construction of two floors of the Fueled Collective studio located at 3825 Edwards Road, Suite 103, Cincinnati, OH 45209 owned or managed by Coworking Cincinnati, LLC.

"Funded Debt" means, as to any Person, all Debt of such Person that matures more than one year from the date of its creation (or is renewable or extendible, at the option of such Person, to a date more than one year from such date). Notwithstanding the foregoing, "Funded Debt" shall not include Letters of Credit.

"GAAP" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession) and the Securities and Exchange Commission, which are applicable to the circumstances as of the date of determination.

"GAAP Compliant Financial Statements" has the meaning specified in Section 10.1.2.

"Governing Body" shall mean the board of directors or other body having the power to direct or cause the direction of the management and policies of a person that is a corporation, partnership, trust, limited liability company, association, joint venture or other business entity.

"Guarantor" means, collectively, each Person that guarantees payment or performance of any of the Obligations under this Agreement or otherwise.

"Guaranty and Collateral Agreement" means the Guaranty and Collateral Agreement dated as of the Closing Date executed and delivered by the Loan Parties, together with any joinders thereto and any other guaranty and collateral agreement executed by a Loan Party, in each case in form and substance satisfactory to Administrative Agent.

"Hazardous Substances" means hazardous waste, hazardous substance, pollutant, contaminant, toxic substance, oil, hazardous material, chemical or other substance regulated by any Environmental Law due to its toxic or hazardous characteristics.

"Hedging Agreement" means any bank underwritten cash and/or derivative financial instrument including, but not limited to, any interest rate, currency or commodity swap agreement, cap agreement, collar agreement, spot foreign exchange, forward foreign exchange, foreign exchange option (or series of options) and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

"Hedging Obligation" means, with respect to any Person, any liability of such Person under any Hedging Agreement determined (a) for any date on or after the date that Hedging Agreement has been closed out and termination value determined in accordance therewith, using that termination value; and (b) for any date prior to the date referenced in clause (a), using the

amount determined as the mark-to-market value for that Hedging Agreement, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in that Hedging Agreement (which may include a Lender or any Affiliate of a Lender).

"Holdings" means H&W Franchise Holdings LLC, a Delaware limited liability company.

"Holdings LLC Agreement" means that certain Fourth Amended and Restated Limited Liability Company Operating Agreement of Holdings, dated as of October 25, 2018 (and as amended or modified from time to time in accordance with the terms hereof).

"Increase Effective Date" is defined in Section 2.7.1.

"Increase Notice" is defined in Section 2.7.1.

"Increased Fiscal Quarter" is defined in Section 13.4.

"Incremental Loan Commitment" means individually or collectively as the context may so require, any Incremental Revolving Loan Commitment or Incremental Term Loan Commitment provided hereunder in accordance with the terms and conditions set forth in Section 2.7.1.

"Incremental Loan Joinder Agreement" means a joinder agreement executed and delivered in accordance with the provisions of Section 2.7.

"Incremental Loans" means individually or collectively as the context may so require, any Incremental Revolving Loan or Incremental Term Loan made pursuant to the terms and conditions hereof.

"Incremental Revolving Loan" is defined in Section 2.7.1.

"Incremental Revolving Loan Commitment" is defined in Section 2.7.1 and equal to the amount set forth in more detail pursuant to an Incremental Loan Joinder Agreement.

"Incremental Term Loan" is defined in Section 2.7.1.

"Incremental Term Loan Commitment" is defined in Section 2.7.1 and equal to the amount set forth in more detail pursuant to an Incremental Loan Joinder Agreement; provided that, at any time after the funding of an Incremental Term Loan, determination of "Required Lenders" shall include the outstanding amount of such Incremental Term Loan.

"Indemnified Liabilities" is defined in Section 15.18.

"Insolvency Proceeding" means any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, debtor relief or debt adjustment law; (b) the appointment of a receiver, trustee, liquidator, administrator,

conservator or other custodian for such Person or any part of its property; or (c) a general assignment for the benefit of creditors.

"Insurance Assignments" means, collectively, (i) that certain Collateral Assignment of Buyer's Representation and Warranty Insurance Policy as Collateral Security, dated as of the date hereof, by and among the Loan Parties party thereto, the Underwriting Representative (as defined therein) and the Administrative Agent and (ii) that certain Collateral Assignment of Rights Under Business Interruption Insurance Policy, dated as of the date hereof, by and among the Loan Parties party thereto, the Insurer (as defined therein) and the Administrative Agent.

"Interest Expense" means for any period the consolidated interest expense of Borrower and its Subsidiaries for such period, including all interest on Capital Leases, all commissions, discounts and other fees and charges with respect to letters of credit, surety bonds and costs under any derivative or hedging instruments.

"Interest Period" means, as to any LIBOR Loan, a period of one (1) month initially commencing on the date such Loan is borrowed and thereafter commencing on the day on which the immediately preceding period expires; provided that:

(a) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the following Business Day unless the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the preceding Business Day; and

(b) any Interest Period that begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period shall end on the last Business Day of the calendar month at the end of such Interest Period.

"Intermediate Holdings" means H&W Franchise Intermediate Holdings LLC, a Delaware limited liability company.

"Intermediate Holdings LLC Agreement" means that certain Limited Liability Company Agreement of Intermediate Holdings dated as of September 29, 2017 (and as amended or modified from time to time in accordance with the terms hereof).

"Inventory" is defined in the Guaranty and Collateral Agreement.

"Investment" means, with respect to any Person, any investment in another Person, whether by acquisition of any debt or Capital Security, by making any loan or advance, by becoming obligated with respect to a Contingent Liability in respect of obligations of such other Person including any statutory division of a Person (other than travel and similar advances to employees in the ordinary course of business) or by making an Acquisition. For purposes of calculating the amount of any Investment, the amount of such Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"Issuing Lender" means any financial institution that Administrative Agent and Borrower may approve to issue Letters of Credit for the account of Borrower, and their successors and

assigns in such capacity. As of the Closing Date, there is no Issuing Lender. For the avoidance of doubt, no Letters of Credit will be available to be issued hereunder until an Issuing Lender is agreed upon as set forth above.

"ITA" means the Income Tax Act (Canada) and the regulations promulgated thereunder, all as amended from time to time.

"Joint Liability Payment" is defined in Section 16.6.

"LBF" means LB Franchising LLC, an Ohio limited liability company.

"LBIP" means LB IP, LLC, an Ohio limited liability company.

"LBP" means LB Product, LLC, an Ohio limited liability company.

"L/C Application" means, with respect to any request for the issuance of a Letter of Credit, a letter of credit application in the form being used by an Issuing Lender at the time of such request for the type of letter of credit requested.

"L/C Fee Rate" means a per annum rate reasonably acceptable to the Borrower, Required Lenders and Issuing Lender.

"Lender" is defined in the preamble of this Agreement. References to the "Lenders" shall include the Issuing Lenders; for purposes of clarification only, to the extent that any Issuing Lender may have any rights or obligations in addition to those of the other Lenders due to its status as Issuing Lender, its status as such will be specifically referenced. In addition to the foregoing, for the purpose of identifying the Persons entitled to share in the Collateral and the proceeds thereof under, and in accordance with the provisions of, this Agreement and the Collateral Documents, the term "Lender" shall include Affiliates of a Lender providing a Bank Product.

"Lender Party" is defined in Section 15.17.

"Letter of Credit" is defined in Section 2.1.3.

"LIBOR Loan" means any Loan which bears interest at a rate determined by reference to the LIBOR Rate.

"LIBOR Office" means with respect to any Lender the office or offices of such Lender which shall be making or maintaining the LIBOR Loans of such Lender hereunder. A LIBOR Office of any Lender may be, at the option of such Lender, either a domestic or foreign office.

"LIBOR Rate" means the rate per annum equal to LIBOR for a period equal to one month as reported in *The Wall Street Journal* (or other authoritative source selected by Administrative Agent in its sole discretion) on each date of determination divided by (ii) a number determined by subtracting from 1.00 the then-stated maximum reserve percentage for determining reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency funding or liabilities as defined in Regulation D (or any successor category of

liabilities under Regulation D), or as LIBOR is otherwise determined by Administrative Agent in its sole and absolute discretion (including by way of substituting an alternative interest rate benchmark in the event that the LIBOR Rate is no longer available). Notwithstanding anything contained in this Agreement to the contrary, LIBOR Rate shall not be less than 1.00% per annum.

"Lien" means, with respect to any Person, any interest granted by such Person in any real or personal property, asset or other right owned or being purchased or acquired by such Person (including an interest in respect of a Capital Lease) which secures payment or performance of any obligation and shall include any mortgage, lien, encumbrance, title retention lien, hypothec, charge or other security interest of any kind, whether arising by contract, as a matter of law, by judicial process or otherwise.

"Liquidity" means the sum of (i) the amount of unrestricted cash and Cash Equivalent Investments of the Loan Parties on deposit in accounts for which a tri-party agreement in favor of the Administrative Agent has been executed and is in effect at such time plus (ii) Revolving Loan Availability.

"Loan Account" means an account maintained under this Agreement by Administrative Agent on its books of account, and with respect to Borrower, in which Borrower will be charged with all Loans made to, and all other Obligations incurred by, any of the Loan Parties.

"Loan Documents" means this Agreement, the Notes, the Letters of Credit, the Master Letter of Credit Agreement, the L/C Applications, the Agent Fee Letter, each Perfection Certificate, the Collateral Documents, any Incremental Loan Joinder Agreement, the Sponsor Side Letter, and all documents, instruments and agreements in favor of the Administrative Agent and Lenders delivered in connection with the foregoing.

"Loan Party" means Holdings, Intermediate Holdings, Borrower and each Subsidiary that is not a CFC that has executed a the Guarantee and Collateral Agreement or otherwise guaranteed the Obligations.

"Loan or Loans" means, as the context may require, Revolving Loans and/or Term Loans (including any Incremental Term Loans, if any).

"Management Agreement" means that certain Management Services Agreement, dated as of September 29, 2017, by and among Holdings and TPG Growth III Management, LLC, which was assigned to Sponsor pursuant to the Management Agreement Assignment Agreement.

"Management Agreement Assignment Agreement" means that certain Assignment, Assumption, Waiver and Release Agreement, dated as of June 28, 2018, among TPG Growth III Management, LLC, Holdings and Purchaser

"Mandatory Prepayment Event" is defined in Section 6.2.2(a).

"Margin Stock" means any "margin stock" as defined in Regulation U.

"Marketing Fund" means a fund administered by one or more of the Franchisors that receives mandatory contributions from Franchisees and uses the amounts collected to promote its respective brand on a national level through advertising.

"Marketing Fund Contribution Rate" means the percentage of gross sales that Franchisees contribute to a Marketing Fund.

"Master Franchise Agreement" means an agreement between any Company or any Subsidiary and a Franchisee under which the Franchisee has been granted the right to open, and sublicense third-party subfranchisees to open, more than one Franchise under the trade name of such Company or such Subsidiary within a designated geographical area and within a defined period of time, including any addendum, amendment, extension or renewal thereof, and together with any guarantee or other instrument or agreement relating thereto.

"Master Letter of Credit Agreement" means, at any time, with respect to the issuance of Letters of Credit, a master letter of credit agreement or reimbursement agreement in the form, if any, being used by an Issuing Lender at such time.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the financial condition, operations, assets or business of the Loan Parties taken as a whole, (b) a material impairment of the ability of the Loan Parties taken as a whole to perform any of the payment Obligations under any Loan Document after giving effect to contribution or intercompany loans made in accordance with this Agreement or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document.

"Material Contract" means, with respect to any Person, (a) the Related Agreements; (b) each contract or agreement to which that Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by that Person or that Subsidiary of $500,000 or more in any Fiscal Year; and (c) all other contracts or agreements as to which the breach, nonperformance, cancellation, or failure to renew (without contemporaneous replacement of substantially equivalent value) by any party could reasonably be expected to have a Material Adverse Effect.

"Merger Sub" means Pure Barre Acquisition Company, LLC, a Delaware limited liability company.

"Monroe Capital" is defined in the preamble of this Agreement.

"Mortgage" means a mortgage, deed of trust or similar instrument granting Administrative Agent a Lien on real property owned by any Loan Party.

"Mortgage-Related Documents" means with respect to any real property subject to a Mortgage, the following, in form and substance satisfactory to Administrative Agent: (a) a mortgagee title policy (or binder therefor) covering Administrative Agent's interest under the Mortgage, in a form and amount and by an insurer acceptable to Administrative Agent, which must be fully paid on that effective date; (b) all assignments of leases, estoppel letters, attornment agreements, consents, waivers, and releases as Administrative Agent reasonably

requires with respect to other Persons having an interest in the real estate; (c) a current, as-built survey of the real estate, containing a metes-and-bounds property description and certified by a licensed surveyor acceptable to Administrative Agent; (d) a life-of-loan flood hazard determination and, if the real estate is located in a flood plain, an acknowledged notice to borrower and flood insurance in an amount, with endorsements and by an insurer acceptable to Administrative Agent; (e) a current appraisal of the real estate, prepared by an appraiser acceptable to Administrative Agent, and in form and substance satisfactory to Required Lenders; (f) an environmental assessment, prepared by environmental engineers acceptable to Administrative Agent, and accompanied by all reports, certificates, studies, or data as Administrative Agent reasonably requires, which must all be in form and substance satisfactory to Required Lenders; and (g) an Environmental Agreement and all other documents, instruments, or agreements as Administrative Agent reasonably requires with respect to any environmental risks regarding the real estate.

"Multiemployer Pension Plan" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which Borrower contributes or has an obligation to contribute, or has within the past six (6) years contributed or had an obligation to contribute, or with respect to which Borrower has any liability as a result of being considered a single employer with any other member of the Controlled Group.

"Net Cash Proceeds" means:

(a) with respect to any Asset Disposition, the aggregate cash proceeds (including cash proceeds received pursuant to policies of insurance (including 50% of the proceeds of business interruption insurance in excess of $1,500,000) or by way of deferred payment of principal pursuant to a note, installment receivable or otherwise, but only as and when received) received by any Loan Party pursuant to such Asset Disposition net of (i) the direct costs relating to such sale, transfer or other disposition (including sales commissions and legal, accounting and investment banking fees), (ii) taxes paid or reasonably estimated by Borrower to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), including any Tax Distributions as a result thereof, (iii) principal amount, premium (whether due at maturity, or upon acceleration of maturity for any reason including automatic acceleration triggered by a bankruptcy filing) or penalty, if any, interest and other amounts on any Debt secured by a Lien on the asset subject to such Asset Disposition (other than the Loans), (iv) amounts provided as a reserve, in accordance with GAAP, against any liabilities under any indemnification obligations or purchase price adjustment associated with such Asset Disposition (provided that, to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Cash Proceeds); provided, that (A) no net cash proceeds calculated in accordance with the foregoing realized in a transaction or series of related transactions shall constitute Net Cash Proceeds under this clause (a) unless such net cash proceeds shall exceed $500,000 in any Fiscal Year (and thereafter only net cash proceeds in excess of such amount shall constitute Net Cash Proceeds under this clause (a)) and (B) if the Borrower intends in good faith to use any portion of such proceeds to acquire, maintain, develop, construct, improve, upgrade or repair assets useful in the Loan Parties' business (so long as Administrative Agent has a first priority and perfected Lien on any newly-acquired asset, subject to Permitted Liens), in each case within 180 days of such receipt, such portion of such proceeds shall not constitute Net Cash Proceeds except to the extent

not, within 180 days of such receipt, so used or contractually committed to be so used (it being understood that if any portion of such proceeds are not so used within such 180 day period but within such 180 day period are contractually committed to be used, then upon the termination of such contract or if such Net Cash Proceeds are not so used within the later of such 180 day period and 180 days from the entry into such contractual commitment, such remaining portion shall constitute Net Cash Proceeds as of the date of such termination or expiry without giving effect to this proviso;

(b) with respect to any issuance of Capital Securities, the aggregate cash proceeds received by any Loan Party pursuant to such issuance, net of the direct fees, expenses, and costs relating to such issuance (including sales and underwriters' commissions); and

(c) with respect to any issuance of Debt, the aggregate cash proceeds received by any Loan Party pursuant to such issuance, net of the direct fees, expenses, and costs of such issuance (including up-front, underwriters' and placement fees).

"Non-Consenting Lender" is defined in Section 15.1.

"Non-Excluded Taxes" means any Taxes other than Excluded Taxes.

"Non-U.S. Lender" is defined in Section 7.6(d).

"Non-Use Fee Rate" means 0.50% per annum.

"Note" means a promissory note substantially in the form of Exhibit A.

"Notice of Borrowing" is defined in Section 2.2.2.

"Obligations" means all obligations (monetary (including post-petition interest, allowed or not) or otherwise) of any Loan Party under this Agreement and any other Loan Document including Attorney Costs and any reimbursement obligations of each Loan Party in respect of Letters of Credit, all Hedging Obligations permitted hereunder which are owed to any Lender (or its Affiliates) or Administrative Agent, and all other Bank Products Obligations, all in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due. Notwithstanding the foregoing, "Obligations" shall not include any Excluded Swap Obligations.

"OFAC" is defined in Section 9.22(b).

"Operating Lease" means any lease of (or other agreement conveying the right to use) any real or personal property by any Loan Party, as lessee, other than any Capital Lease.

"Original Closing Date" means September 29, 2017.

"Original Purchase Agreements" means that certain (i) Unit Purchase and Contribution Agreement, dated as of the Original Closing Date, by and among Holdings, as buyer, Montgomery Ventures Investments II, LLC, as seller, St. Gregory Holdco, LLC, a Delaware limited liability company, and the STG Principals (as defined therein) named therein, (ii) the CB

Purchase Agreement and (iii) Asset Purchase Agreement by and among AKT Franchise, LLC, Xponential Fitness, AKT inMotion Inc., and Anna Kaiser dated March 22, 2018, (iv) Asset Purchase Agreement by and among Row House Franchise, LLC, Row House Holdings, Inc., the persons identified therein as Equityholders, and Debra Strougo, as Selling Parties' Representative dated December 8, 2017, and (v) Asset Purchase Agreement by and among Stretch Lab Franchise, LLC, Stretch Lab, LLC, the persons identified therein as Equityholders, and Saul C. Janson, as Selling Parties' Representative (as defined therein), dated November 15, 2017.

"Original Related Agreements" means the Original Purchase Agreements, the Original Securities Purchase Agreement, the Club Pilates Purchase Agreement, the Management Agreement, the Assignment and Assumption Agreement, the Management Agreement Assignment Agreement and all agreements, instruments and documents executed or delivered in connection therewith and the Original Transactions.

"Original Related Transactions" means the acquisitions consummated pursuant to the Original Related Agreements.

"Original Securities Purchase Agreement" means that certain Securities Purchase Agreement dated as of June 28, 2018, by and among TPG Growth III Fitness, L.P., TPG Growth III BDH, L.P., H&W Investco BL Feeder LP and H&W Investco LP.

"Original Term A Loan Commitment" means, as to any Lender, such Lender's commitment to make the Existing Term Loan under the Existing Credit Agreement. The amount of each Lender's Original Term A Loan Commitment is set forth on Annex A.

"Original Transactions" means (a) the borrowing of the Loans on June 28, 2018, (b) the consummation of the acquisitions under the Original Purchase Agreements and the other transactions contemplated thereby and (c) the payment of any transaction costs in connection with the foregoing.

"Other Connection Taxes" is defined in the definition of Excluded Taxes.

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to any assignment by a Lender (other than an assignment made at the request of any Loan Party).

"Paid in Full" means, with respect to any Obligations, (a) the payment in full in cash of all Obligations (other than (x) Obligations arising pursuant to Letters of Credit, Hedging Obligations and Bank Product Obligations, and (y) contingent indemnification obligations not due and payable), (b) Hedging Obligations have been paid to the extent then due and payable and any continuing Hedging Obligation collateralized in a manner reasonably acceptable to the Lender to whom such Hedging Obligations are owed or terminated, (c) Bank Products Obligations have been paid in cash to the extent then due and payable, and arrangements reasonably satisfactory to the applicable Bank Product provider shall have been made or such

arrangements shall have been terminated), (d) the termination of all Commitments and (e) in connection with the termination of the Revolving Commitment, either (i) the cancellation and return to Administrative Agent of all Letters of Credit or (ii) the Cash Collateralization (or other credit support reasonably acceptable to Issuing Lender and Administrative Agent) of all Letters of Credit.

"Participant" is defined in Section 15.6.2.

"Participant Register" is defined in Section 15.6.2.

"Patriot Act" is defined in Section 15.16.

"PB Acquisition Agreement" means that certain Agreement and Plan of Merger, dated as of the date hereof, by and among Holdings, Merger Sub, Barre Holdco, the unitholders identified therein and CP Barre Holdings, Inc., a Delaware corporation.

"PBGC" means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

"Pension Plan" means a "pension plan", as such term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA or the minimum funding standards of ERISA (other than a Multiemployer Pension Plan), and as to which Borrower has any current or contingent liability, including any liability by reason of being considered a single employer with any other member of the Controlled Group, by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

"Perfection Certificate" means a perfection certificate executed and delivered to Administrative Agent by a Loan Party.

"Permitted Acquisition" means any Acquisition of a health and wellness franchise by the Borrower or any other Loan Party if (a) unless Administrative Agent agrees otherwise, Administrative Agent shall have received written notice of a proposed Permitted Acquisition not less than ten (10) Business Days prior to the consummation thereof, together with each of the following: (A) a copy of the acquisition agreement (together with schedules and exhibits) and any other material related documents, (B) all financial statements of Target and auditors' opinions thereon, if any, made available to any Loan Party, (C) with respect to any Acquisition with an aggregate purchase price equal to or in excess of $350,000, pro forma financial statements of Holdings and its Subsidiaries after giving effect to the consummation of the proposed Permitted Acquisition, (D) a Compliance Certificate demonstrating on a pro forma basis, after giving effect to the consummation of the proposed Permitted Acquisition, (I) compliance with the covenant set forth in Section 11.14.1 hereof, (II) a Total Debt to EBITDA Ratio of not greater than the Total Debt to EBITDA Ratio required pursuant to Section 11.14.2 for the most recently ended measurement period, and (III) a Total Debt to EBITDA Ratio of not greater than 5.25:1.00, (E) upon request of Administrative Agent, such environmental audits with respect to the proposed Permitted Acquisition to the extent such materials have been made available to Loan Parties and (F) a quality of earnings report to the extent the aggregate purchase price for such proposed Acquisition exceeds $1,000,000; (b) upon

reasonable request of Administrative Agent, Loan Parties will make available to Administrative Agent all customary due diligence materials with respect to the proposed Permitted Acquisition to the extent such materials have been made available to Loan Parties, together with such other material diligence information as Administrative Agent may reasonably request; (c) such Permitted Acquisition shall be structured as (i) an asset acquisition by Borrower or another Loan Party, (ii) a merger or amalgamation of the Target with and into Borrower or another Loan Party, with Borrower or such Loan Party as the surviving entity in such merger or amalgamation, (iii) a purchase of no less than 50.1% of the Capital Securities (both economic and voting interests) of the Target by Borrower or another Loan Party provided 100% of the Capital Securities of Target shall be pledged as collateral security in favor of Administrative Agent or (iv) a purchase of no less than 80% but no more than 99.9% of the Capital Securities (both economic and voting interests) of the Target by Borrower or another Loan Party for which such Borrower or such Loan Party goes not pledge such Capital Securities as collateral security in favor of the Administrative Agent, provided that the aggregate amount payable in connection with such Permitted Acquisitions ((including all transaction costs, all Debt, liabilities and Contingent Obligations incurred or assumed and the maximum amount of any earn-out or comparable payment obligation in connection therewith (it being agreed that any such earn-out or comparable payment obligation shall be subject to a maximum amount), whether or not reflected on a consolidated balance sheet of Borrower and Target) shall not exceed $2,000,000 during the term of this Agreement (such Permitted Acquisition, a "Permitted JV Acquisition"); (d) such Permitted Acquisition shall involve assets principally located in the United States (and, in connection with the acquisition of the Capital Securities of a Target, such Target shall be organized under the laws of a state within the United States); provided that an aggregate of up to $750,000 of consideration may be paid in connection with (x) Permitted Acquisitions involving assets outside of the United States and (y) the acquisition of the Capital Securities of a Target organized under the laws of a jurisdiction other than the United States; (e) such proposed Permitted Acquisition shall be consensual, shall have been approved by the Target's board of directors (or comparable governing board) and shall be consummated in accordance in material compliance with all applicable Laws; (f) at or prior to the closing of any such proposed Permitted Acquisition (or such later date as to which Administrative Agent may agree in its reasonable discretion), all actions required to be taken with respect to such acquired Subsidiary or acquired assets under Section 10.9 shall have been taken in accordance therewith (to the extent required); (g) all amounts payable in connection with all Permitted Acquisitions ((including all transaction costs, all Debt, Contingent Liabilities incurred or assumed and the maximum amount of any earn-out or comparable payment obligation in connection therewith (it being agreed that any such earn-out or comparable payment obligation shall be subject to a maximum amount), whether or not reflected on a consolidated balance sheet of Borrower and Target) shall not exceed $6,500,000 with respect to all Permitted Acquisitions consummated by Loan Parties during any Fiscal Year, and shall not exceed $15,000,000 with respect to all Permitted Acquisitions consummated by Loan Parties during the term hereof (excluding amounts funded from the Available Amount); (h) the Target shall have for the trailing twelve (12) month period preceding the date of the applicable proposed Permitted Acquisition, EBITDA (as defined on the Compliance Certificate) of not less than zero, in each case as determined based upon the Target's financial statements for its most recently completed fiscal year and its most recent interim financial period completed within sixty (60) days prior to the date of consummation of such proposed Permitted Acquisition; (i) after giving effect to the consummation of such proposed

Permitted Acquisition, the Revolving Loan Availability minus the Revolving Outstandings is equal to or greater than $1,000,000; and (j) at the time of such Permitted Acquisition and after giving effect thereto, no Default or Event of Default has occurred and is continuing.

"Permitted Dividends" means any distribution permitted under Section 11.4(f).

"Permitted Earn-Out" means with respect to any Person, obligations of such Person arising from the Related Transactions, the Original Related Transactions or a Permitted Acquisition which are payable based on the achievement of specified financial results over time and are subject to subordination terms (or a subordination agreement in favor of Administrative Agent and Lenders) acceptable to Administrative Agent in its reasonable credit judgment. The amount of any Permitted Earn-Outs for purposes of the financial covenants set forth in this Agreement shall be the amount earned and due to be paid at such time, as determined in accordance with GAAP, and for the avoidance of doubt, shall not include any amounts, contingent or otherwise, that are not due and payable as of the date of determination.

"Permitted JV Acquisition" has the meaning ascribed to such term in the definition of Permitted Acquisition.

"Permitted Lien" means a Lien expressly permitted hereunder pursuant to Section 11.2.

"Permitted Securities Issuance" means any issuance of Capital Securities (a) to the Sponsor or any other existing holder of Capital Securities, (b) in connection with the Borrower's exercise of the Cure Right pursuant to Section 13.4, (c) pursuant to any employee or director option program, benefit plan or compensation program, plan or agreement, (d) issued pursuant to preemptive rights appertaining to any of the foregoing issuances, (e) any issuance by a Subsidiary to Borrower or another Subsidiary in accordance with Section 11.4 or (f) the Net Cash Proceeds of which are used to fund Permitted Acquisitions, Existing Earn-Out Obligations, working capital needs of Borrower and its Subsidiaries, Investments permitted hereunder and Capital Expenditures.

"Permitted Seller Debt" means unsecured debt incurred in accordance with Section 11.1(t) and in connection with a Permitted Acquisition, payable to the seller in connection therewith and containing subordination terms (or subject to a subordination agreement in favor of Administrative Agent and Lenders) and other terms and conditions acceptable to Administrative Agent in its reasonable credit judgment.

"Person" means any natural person, corporation, partnership, trust, limited liability company, unlimited liability company, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity.

"Post-Closing Cash Payments" means the Post-Closing Cash Payment as defined in that certain Asset Purchase Agreement, dated as of March 22, 2018, by and among AKT Franchise, LLC, as Purchaser, AKT inMotion Inc., as Seller and Anna Kaiser, as equityholder.

"PPSA" means the Personal Property Security Act, R.S.O. 1990, c.P.10, as now and hereafter in effect, or any successor statute, or any similar or equivalent legislation of any

Canadian province or territory the laws of which are required by such legislation to be applied in connection with the validity, perfection, enforcement or effect of security interests.

"Prime Rate" means, for any day, the rate of interest in effect for that day equal to the prime rate in the United States as reported from time to time in The Wall Street Journal (or other authoritative source selected by Administrative Agent in its sole discretion), or as Prime Rate is otherwise determined by Administrative Agent in its sole and absolute discretion. Administrative Agent's determination of the Prime Rate will be conclusive, absent manifest error. Any change in the Prime Rate will take effect at the opening of business on the day of that change. In the event The Wall Street Journal (or any other authoritative source) publishes a range of "prime rates," the Prime Rate will be the highest of the "prime rates."

"Pro Rata Share" means:

(a) with respect to a Lender's obligation to make Revolving Loans, participate in Letters of Credit, reimburse the Issuing Lenders, and receive payments of principal, interest, fees, costs, and expenses with respect thereto, (x) prior to the Revolving Commitment being terminated or reduced to zero, the percentage obtained by dividing (i) such Lender's Revolving Commitment, by (ii) the aggregate Revolving Commitment of all Lenders and (y) from and after the time the Revolving Commitment has been terminated or reduced to zero, the percentage obtained by dividing (i) the aggregate unpaid principal amount of such Lender's Revolving Outstandings by (ii) the aggregate unpaid principal amount of all Revolving Outstandings;

(b) with respect to a Lender's obligation to make a Term Loan and receive payments of interest, fees, and principal with respect thereto, (x) prior to the making of the Term Loans, the percentage obtained by dividing (i) such Lender's Term Loan Commitment, by (ii) the aggregate amount of all Lenders' Term Loan Commitments, and (y) from and after the making of the Term Loans, the percentage obtained by dividing (i) the principal amount of such Lender's Term Loan by (ii) the principal amount of all Term Loans of all Lenders;

(c) with respect to a Lender's obligation to make an Additional Term A Loan, the percentage obtained by dividing (i) such Lender's Additional Term A Loan Commitment, by (ii) the aggregate amount of all Lenders' Additional Term A Loan Commitments; and

(d) with respect to all other matters as to a particular Lender, the percentage obtained by dividing (i) such Lender's Revolving Commitment plus such Lender's Term Loan Commitment, by (ii) the aggregate amount of Revolving Commitment of all Lenders plus the Term Loan Commitment of all Lenders; provided that in the event all the Commitments have been terminated or reduced to zero, Pro Rata Share shall be the percentage obtained by dividing (a) the principal amount of such Lender's Revolving Outstandings plus the unpaid principal amount of such Lender's Term Loan by (b) the principal amount of all outstanding Revolving Outstandings plus the unpaid principal amount of all Term Loans of all Lenders.

"Purchaser" is defined in the recitals of this Agreement.

"Pure Barre" means, collectively, Barre Holdco, LLC, PB Franchising, LLC, Pure Barre, LLC (f/k/a PB Holdco, LLC), Barre Midco, LLC, PB 1001, LLC, PB 1002, LLC, PB 1005, LLC, PB 1006, LLC, PB 1007, LLC, PB 1012, LLC, PB 1016, LLC, PB 1018, LLC, PB 1020, LLC,

PB 1021, LLC, PB 1029, LLC, PB 1035, LLC, PB 1042, LLC, PB OPCO, LLC, PBH 1001, LLC, and PB Product, LLC, each a Delaware limited liability company.

"Qualified Cash" means cash of any Loan Party on deposit in a Deposit Account subject to a Deposit Account control agreement in favor of Administrative Agent and, in form and substance reasonably acceptable to Administrative Agent, but not to exceed $5,000,000.

"Qualified Equity Interests" means any Capital Securities that are not Disqualified Equity Interests.

"Reaffirmation Agreement" means that certain Reaffirmation Agreement dated as of the date hereof among Administrative Agent and the Loan Parties.

"Real Estate Documents" means, with respect to any owned real property not subject to a Permitted Lien of Borrower or any Loan Party, all of the following (except to the extent waived by Administrative Agent in its sole discretion): (a) a duly executed Mortgage providing for a first priority perfected Lien, in favor of Administrative Agent, in all right, title and interest of Borrower or such Subsidiary in such real property, subject to Permitted Liens; (b) an ALTA Loan Title Insurance Policy issued by an insurer reasonably acceptable to Administrative Agent, insuring Administrative Agent's first priority Lien (subject to Permitted Liens) on such real property and containing such endorsements as Administrative Agent may reasonably require (it being understood that the amount of coverage, exceptions to coverage and status of title set forth in such policy shall be reasonably acceptable to Administrative Agent); (c) copies of all documents of record concerning such real property as shown on the commitment for the title insurance policy referred to above; (d) original or certified copies of all insurance policies required to be maintained with respect to such real property by this Agreement, the applicable Mortgage or any other Loan Document; (e) a survey certified to Administrative Agent meeting such standards as Administrative Agent may reasonably establish and otherwise reasonably satisfactory to Administrative Agent; (f) a flood insurance policy concerning such real property, if required by the Flood Disaster Protection Act of 1973; and (g) an appraisal, prepared by an independent appraiser reasonably acceptable to Administrative Agent, of such parcel of real property or interest in real property, which appraisal shall satisfy the requirements of the Financial Institutions Reform, Recovery and Enforcement Act, if applicable, and shall evidence compliance with the supervisory loan-to-value limits set forth in the Federal Deposit Insurance Corporation Improvement Act of 1991, if applicable.

"Reference Date" is defined in the definition of Available Amount.

"Register" is defined in Section 15.7.

"Regulation D" means Regulation D of the FRB.

"Regulation U" means Regulation U of the FRB.

"Related Agreements" means the Original Purchase Agreements, the PB Acquisition Agreement, the Club Pilates Purchase Agreement, Management Agreement, the Assignment and Assumption Agreement, the Management Agreement Assignment Agreement and all

agreements, instruments and documents executed or delivered in connection therewith and the Transactions.

"Related Transactions" means the acquisitions to be consummated on the Closing Date pursuant to the Purchase Agreements.

"Reportable Event" means a reportable event as defined in Section 4043(c) of ERISA and the regulations issued thereunder as to which the PBGC has not waived the notification requirement of Section 4043(a) by applicable regulation.

"Required Lenders" means, at any time, Lenders whose Pro Rata Shares exceed 51% as determined pursuant to clause (d) of the definition of "Pro Rata Share"; provided that the Pro Rata Shares held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Restricted Payment" is defined in Section 11.4.

"Revolving Commitment" means, as to any Lender, such Lender's commitment to make Revolving Loans (including Incremental Revolving Loans, if any), and to issue or participate in Letters of Credit, under this Agreement. The initial amount of each Lender's Revolving Commitment is set forth on Annex A. The initial aggregate amount of the Revolving Commitments of all Lenders is $10,000,000.

"Revolving Loan" is defined in Section 2.1.1.

"Revolving Loan Availability" means the lesser of (i) the Revolving Commitments of all Lenders and (ii) Borrowing Availability.

"Revolving Outstandings" means, at any time, the sum of (a) the aggregate principal amount of all outstanding Revolving Loans, plus (b) the Stated Amount of all Letters of Credit.

"RHF" means Row House Franchise, LLC, a Delaware limited liability company.

"RHT" means Row House Tustin, LLC, a Delaware limited liability company.

"S415" means Shred415 Franchising LLC, a Delaware limited liability company.

"Seller" is defined in the recitals of this Agreement.

"Senior Officer" means, with respect to any Loan Party, any of the president, the chief executive officer, the chief or other senior financial officer or the treasurer of such Loan Party.

"SLF" means Stretch Lab Franchise, LLC, a Delaware limited liability company.

"Specified Event of Default" means an Event of Default arising under any of the following Sections hereof: (i) Section 13.1.1, (ii) Section 13.1.4 or (iii) Section 13.1.5 resulting solely from Borrower's failure to comply with Section 10.1.1, 10.1.2 or 11.14.

"Sponsor" means collectively, H&W Investco LP, any of its affiliated investment funds under their common control (excluding any of their portfolio companies) and any blocker corporations and splitter partnerships through which any of the foregoing hold their interest in Holdings.

"Sponsor Side Letter" means (i) that certain letter agreement between TPG Growth III Fitness, L.P., Holdings and Administrative Agent dated as of the Original Closing Date and (ii) that certain letter agreement between Sponsor and Administrative Agent dated as of June 28, 2018.

"Stated Amount" means, with respect to any Letter of Credit at any date of determination, (a) the maximum aggregate amount available for drawing thereunder under any and all circumstances plus (b) the aggregate amount of all unreimbursed payments and disbursements under such Letter of Credit.

"STGH" means St. Gregory Holdco, LLC, a Delaware limited liability company.

"Subsidiary" means, with respect to any Person, a corporation, partnership, limited liability company or other entity of which such Person owns, directly or indirectly, such number of outstanding Capital Securities as have more than 50% of the ordinary voting power for the election of directors or other managers of such corporation, partnership, limited liability company or other entity. Unless the context otherwise requires, each reference to Subsidiaries herein shall be a reference to Subsidiaries of Borrower.

"Swap Obligation" means any Hedging Obligation that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act, as amended from time to time.

"Target" means the Person, or business or substantially all of the assets of a Person, acquired in an Acquisition.

"Tax Distributions" means the tax distributions based on the operations of the Borrower and its Subsidiaries that are required to be made under the Holdings LLC Agreement (as in effect on the Original Closing Date) calculated using a tax rate equal to the lesser of the highest marginal rate of any member of Holdings and 50% (and, for the avoidance of doubt, taking into account the effect of any deduction under Section 199A of the Code).

"Taxes" means any and all present and future taxes, duties, levies, imposts, deductions, assessments, fees, charges or withholdings imposed by any governmental authority, and any and all liabilities (including interest and penalties and other additions to taxes) with respect to the foregoing.

"Term A Loan" is defined in Section 2.1.2.

"Term Loan Commitment" means, collectively, the Original Term A Loan Commitment and the Additional Term A Loan Commitment.

"Term Loan Maturity Date" means the earlier of (a) October 25, 2023 or (b) the Termination Date.

"Term Loans" means the Term A Loans and any Incremental Term Loans.

"Termination Date" means the earlier to occur of (a) October 25, 2023, or (b) such other date on which the Commitments terminate pursuant to Section 6 or Section 13.

"Termination Event" means, with respect to a Pension Plan, (a) a Reportable Event, (b) the withdrawal of Borrower or any other member of the Controlled Group from such Pension Plan during a plan year in which Borrower or any other member of the Controlled Group was a "substantial employer" as defined in Section 4001(a)(2) of ERISA, (c) the termination of such Pension Plan, the filing of a notice of intent to terminate the Pension Plan or the treatment of an amendment of such Pension Plan as a termination under Section 4041 of ERISA, (d) the institution by the PBGC of proceedings to terminate such Pension Plan or (e) any event or condition that would constitute grounds under Section 4042 of ERISA for the termination of, or appointment of a trustee to administer, such Pension Plan.

"Total Debt" means all Debt of Loan Parties, determined on a consolidated basis, excluding (a) contingent obligations in respect of Contingent Liabilities (except to the extent constituting (i) Contingent Liabilities in respect of Debt of a Person other than any Loan Party or (ii) Contingent Liabilities in respect of undrawn letters of credit), (b) Hedging Obligations, (c) Debt of Borrower to other Loan Parties and Debt of other Loan Parties to other Loan Parties or Borrower, (d) the Existing Earn-Out Obligations and Permitted Earn-Outs and (e) Contingent Liabilities set forth on Schedule 11.1 as of the Closing Date.

"Total Debt to EBITDA Ratio" means, as of the last day of any Fiscal Quarter, the ratio of (a) Total Debt as of such day minus Qualified Cash as of such day to (b) EBITDA for the Computation Period ending on such day.

"Total Plan Liability" means, at any time, the present value of all vested and unvested accrued benefits under all Pension Plans, determined as of the then most recent valuation date for each Pension Plan, using the plan's ongoing actuarial assumptions.

"Transactions" means (a) the borrowing of the Loans hereunder on the Closing Date, (b) the consummation of the acquisitions under the Purchase Agreements and the other transactions contemplated thereby and (c) the payment of any transaction costs in connection with any of the foregoing.

"UCC" is defined in the Guaranty and Collateral Agreement.

"Unfunded Liability" means the amount (if any) by which the present value of all vested and unvested accrued benefits under all Pension Plans exceeds the fair market value of all assets allocable to those benefits, all determined as of the then most recent valuation date for each Pension Plan, using the plan's ongoing actuarial assumptions.

"Wholly-Owned Subsidiary" means, as to any Person, a Subsidiary all of the Capital Securities of which (except directors' qualifying Capital Securities) are at the time directly or indirectly owned by such Person and/or another Wholly-Owned Subsidiary of such Person. Unless the context otherwise requires, each reference to Wholly-Owned Subsidiaries shall be a reference to Wholly-Owned Subsidiaries of Borrower.

"Withholding Certificate" is defined in Section 7.6(d).

"Working Capital" means as to Borrower and its Subsidiaries on a consolidated basis Current Assets less Current Liabilities.

"Working Capital Adjustment" means the excess or loss of Working Capital determined as at the end of the Fiscal Year over the Working Capital for the prior Fiscal Year.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which writedown and conversion powers are described in the EU Bail-In Legislation Schedule.

"Yoga Six" means Yoga Six Franchise, LLC, a Delaware limited liability company.

1.2. Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) Section, Annex, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The term "including" is not limiting and means "including without limitation."

(d) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including."

(e) In the determination or computation of dates for delivery or performance, if the date determined or calculated for delivery or performance as set forth in this Agreement is not a Business Day, then the date for performance or delivery shall be the next succeeding Business Day.

(f) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement and the other Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, supplements and other modifications are not prohibited by the terms of any Loan Document, and (ii) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation.

(g) This Agreement and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and each shall be performed in accordance with its terms; provided that in the event of a conflict, the provisions of this Agreement control unless expressly stated otherwise in such other Loan Document.

(h) This Agreement and the other Loan Documents are the result of negotiations among and have been reviewed by counsel to Administrative Agent, Borrower, the Lenders and the other parties thereto and are the products of all parties. Accordingly, they shall not be construed against Administrative Agent or the Lenders merely because of Administrative Agent's or Lenders' involvement in their preparation.

(i) Any reference in any of the Loan Documents to a Permitted Lien is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Lien created by any of the Loan Documents to any Permitted Lien.

(j) A Default or Event of Default will be deemed to exist at all times during the period commencing on the date that Default or Event of Default occurs to the date on which that Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement, and an Event of Default will "continue" or be "continuing" until that Event of Default has been waived in writing by the Required Lenders.

(k) For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Capital Securities at such time.

1.3. Accountingand Other Terms.

(a) Unless otherwise expressly provided in this Agreement, each accounting term used in this Agreement has the meaning given it under GAAP applied on a basis consistent with those used in preparing the Financial Statements and using the same inventory valuation method as used in the financial statements, except for any change required or permitted by GAAP if Borrowers' certified public accountants concur in that change, the change is disclosed and consented to by Administrative Agent, and Section 11.14 is amended in a manner satisfactory to Administrative Agent to take into account the effects of the change. Notwithstanding the foregoing, it is understood and agreed that for all purposes hereunder the recognition of franchise fee income (including without limitation related income arising out of equipment sales the proceeds of which have been received by the Loan Parties) by the Loan Parties is not consistent with GAAP and it is agreed that franchise fee income will continue to be recognized at the time of signing of a new franchise agreement consistent with past practices until such time as consented to in writing by the Administrative Agent in its sole discretion. Following December 31, 2018 franchise fee income will be recognized as required by GAAP (including with respect to the guidance under ASC 606) for purposes of the GAAP Compliant Financial Statements although for all other purposes hereunder (including, without limitation, calculation of financial covenants) franchise fee income shall continue to be treated as specified in the foregoing sentence.

(b) All terms used in this Agreement which are defined in Article 8 or Article 9 of the UCC or the PPSA, as applicable, and which are not otherwise defined in this Agreement have the same meanings in this Agreement as set forth therein, except that terms used in this Agreement which are defined in the UCC as in effect in the New York on the date of this Agreement will continue to have the same meaning notwithstanding any replacement or amendment of that statute except as Administrative Agent may otherwise determine.

(c) Whenever pro forma effect is to be given to a Permitted Acquisition, the pro forma calculations shall be made in good faith by a Senior Officer of the Borrower and may include, for the avoidance of doubt, (i) the amount of "run-rate" cost savings, operating expense reductions and cost synergies projected by the Borrower in good faith to result from or relating to any Permitted Acquisition which is being given pro forma effect that have been realized or are expected to be realized and for which the actions necessary to realize such cost savings, operating expense reductions and cost synergies are taken, committed to be taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of the Borrower) (calculated on a pro forma basis as though such cost savings, operating expense reductions and cost synergies had been realized on the first day of such period and as if such cost savings, operating expense reductions and cost synergies were realized during the entirety of such period and "run-rate" means the full recurring benefit for a period that is associated with any action taken, committed to be taken or with respect to which substantial steps have been taken or are expected to be taken (including any savings expected to result from the elimination of a public target's compliance costs with public company requirements) net of the amount of actual benefits realized during such period from such actions, and any such adjustments shall be included in the initial pro forma calculations of such financial ratios or tests and during any subsequent test period in which the effects thereof are expected to be realized) relating to such Transaction; *provided* that (A) such amounts are reasonably identifiable and factually supportable in the good faith judgment of the Borrower, (B) such actions are taken, committed to be taken or with respect to which substantial steps have been taken or are expected to be taken no later than twelve (12) months after the date of such Transaction, (C) recommended (in reasonable detail) by any due diligence quality of earnings report conducted by an unaffiliated nationally recognized independent financial advisor retained by Borrower and (D) no amounts shall be added to the extent duplicative of any amounts that are otherwise added back in computing EBITDA (or any other components thereof), whether through a pro forma adjustment or otherwise, with respect to such period, and (ii) pro forma adjustments which are directly attributable to such event or events that are factually supportable, and are reasonably expected to have a continuing impact on Holdings, Intermediate Holdings, Borrower and its Subsidiaries, and which are (x) recommended (in reasonable detail) by any due diligence quality of earnings report conducted by an unaffiliated nationally recognized independent financial advisor retained by Borrower, (y) determined on a basis consistent with Article 11 of Regulation S-X promulgated under the Exchange Act and as interpreted by the staff of the Securities and Exchange Commission (or any successor agency), or (z) otherwise determined in such other manner reasonably acceptable to the Administrative Agent); provided, all such amounts pursuant to this Section 1.3(c) shall be subject to the limitations set forth in clauses (a)(vii) and (viii) of the definition of EBITDA.

SECTION 2
COMMITMENTS OF THE LENDERS; BORROWING, CONVERSION AND LETTER OF CREDIT PROCEDURES.

2.1. Commitments. On and subject to the terms and conditions of this Agreement, each of the Lenders, severally and for itself alone, agrees to make loans to, and to issue or participate in letters of credit for the account of, Borrower as follows:

2.1.1. Revolving Commitment. Each Lender with a Revolving Commitment agrees to make loans on a revolving basis (including any Incremental Revolving Loans, "Revolving Loans") from time to time and Borrower may repay such Revolving Loans without prepayment or penalty from time to time until the Termination Date in such Lender's Pro Rata Share of such aggregate amounts as Borrower may request from all Lenders; provided that the Revolving Outstandings will not at any time exceed Revolving Loan Availability. The Commitments of the Lenders to make Revolving Loans will expire on the Termination Date.

2.1.2. Existing Term Loans; Additional Term A Loan Commitment.

(a) Prior to the date hereof, the Lenders made the Existing Term A Loans in the aggregate principal amount of $75,000,000, of which an aggregate principal amount of $69,667,893.77 was outstanding immediately prior to the Closing Date. Each Lender, as applicable, agrees to maintain outstanding to Borrower hereunder the Existing Term A Loans made by such Lender. Each Lender with an Additional Term A Loan Commitment as of the Closing Date agrees to make an additional term loan to Borrower (each such loan, individually and collectively, "Additional Term A Loan " and together with the Existing Term A Loans, individually and collectively " Term A Loan ") on the Closing Date in the aggregate amount of such Lender's Pro Rata Share of the aggregate amount of the Additional Term A Loan Commitments of all Lenders. The Commitments of the Lenders to make Additional Term A Loans shall expire concurrently with the making of such Additional Term A Loan on the Closing Date. Additional Term A Loans, whether or not repaid prior to the Term Loan Maturity Date, may not be re-borrowed. After giving effect to the Additional Term A Loan funded on the Closing Date, the parties hereto agree that the total outstanding principal amount of Term A Loan on the Closing Date is $135,000,000.

2.1.3. L/C Commitment. Subject to Section 2.3.1, each Issuing Lender agrees to issue letters of credit, in each case containing such terms and conditions as are permitted by this Agreement and are reasonably satisfactory to such Issuing Lender (each, a "Letter of Credit"), at the request of and for the account of Borrower from time to time before the scheduled Termination Date and, as more fully set forth in Section 2.3.2, each Lender with a Revolving Commitment agrees to purchase a participation in each such Letter of Credit; provided that (a) the aggregate Stated Amount of all Letters of Credit shall not at any time exceed $500,000 and (b) the Revolving Outstandings shall not at any time exceed Revolving Loan Availability.

2.2. Loan Procedures

2.2.1. Type of Loans. Each Revolving Loan shall be, and each Term Loan shall be, a LIBOR Loan, subject to Section 8 and Section 2.2.2(c). LIBOR Loans having the same

Interest Period which expire on the same day are sometimes called a "Group" or collectively "Groups". All borrowings and repayments of Loans shall be effected so that each Lender will have a ratable share (according to its Pro Rata Share) of all Groups of Loans.

2.2.2. Borrowing Procedures.

(a) Borrower Representative shall give written notice (each such written notice, a "Notice of Borrowing") substantially in the form of Exhibit D or telephonic notice (followed immediately by a Notice of Borrowing) to Administrative Agent and each Lender with a Revolving Commitment of each proposed borrowing not later than 12:00 P.M., Chicago time, at least three (3) Business Days (or such shorter period as is agreed by the Required Lenders) prior to the proposed date of such borrowing, or in the case of Term Loans, on the Closing Date. Each such notice shall be effective upon receipt by Administrative Agent, shall be irrevocable, and shall specify the date and amount of borrowing. On the requested borrowing date, each Lender with a Revolving Commitment shall provide Borrower with immediately available funds covering such Lender's Pro Rata Share of such borrowing so long as the applicable Lender has not received written notice that the conditions precedent set forth in Section 12 with respect to such borrowing have not been satisfied. After Administrative Agent's receipt of the proceeds of the applicable Loans from Lenders with applicable Commitments, Administrative Agent shall make the proceeds of those Loans available to Borrower on the applicable borrowing date by transferring to Borrower immediately available funds equal to the proceeds received by Administrative Agent. Each Base Rate borrowing must be on a Business Day. Each borrowing shall be in an aggregate amount of at least $100,000. Each Lender with a Revolving Commitment hereby agrees, upon request of Administrative Agent, to deliver to Administrative Agent a list of all Revolving Loans made by such Lender, together with such information related thereto as Administrative Agent may reasonably request. Borrower Representative may not deliver a Notice of Borrowing more than six (6) times in any month.

(b) Borrower Representative shall give a Notice of Borrowing or telephonic notice (followed immediately by a Notice of Borrowing) to Administrative Agent of each proposed Additional Term A Loan borrowing not later than 12:00 P.M., Chicago time, at least three (3) Business Days (or such later time as Administrative Agent may agree to) prior to the proposed date of such borrowing. Each such notice shall be effective upon receipt by Administrative Agent, shall be irrevocable, and shall specify the date and amount of borrowing. On the requested borrowing date, each Lender with an Additional Term A Loan Commitment shall provide Borrower with immediately available funds covering such Lender's Pro Rata Share of such borrowing so long as the applicable Lender has not received written notice from Administrative Agent that the conditions precedent set forth in Section 12 with respect to such borrowing have not been satisfied. Each borrowing shall be on a Business Day. Each borrowing shall be in an aggregate amount of at least $1,000,000 and an integral multiple of $100,000. Each Lender with an Additional Term A Loan Commitment hereby agrees, upon request of Administrative Agent, to deliver to Administrative Agent a list of all Additional Term A Loans made by such Lender, together with such information related thereto as Administrative Agent may reasonably request.

(c) Unless payment is otherwise timely made by Borrower, the becoming due of any Obligations (whether principal, interest, fees or other charges) will be deemed to be a

request for a Base Rate borrowing of a Revolving Loan on the due date, in the amount of those Obligations. The proceeds of those Revolving Loans will be disbursed as direct payment of the relevant Obligations. In addition, Administrative Agent may, at its option, charge when due any Obligations against any operating, investment or other account of any Borrower maintained with Administrative Agent or any of its Affiliates.

2.3. Letter of Credit Procedures.

2.3.1. L/C Applications. Borrower shall execute and deliver to each Issuing Lender each Master Letter of Credit Agreement from time to time in effect with respect to such Issuing Lender. Borrower Representative shall give notice to Administrative Agent and the applicable Issuing Lender of the proposed issuance of each Letter of Credit on a Business Day which is at least three Business Days (or such lesser number of days as Required Lenders and such Issuing Lender shall agree in any particular instance in their sole discretion) prior to the proposed date of issuance of such Letter of Credit. Each such notice shall be accompanied by an L/C Application, duly executed by Borrower and in all respects satisfactory to Administrative Agent and the applicable Issuing Lender, together with such other documentation as Administrative Agent or such Issuing Lender may request in support thereof, it being understood that each L/C Application shall specify, among other things, the date on which the proposed Letter of Credit is to be issued, the expiration date of such Letter of Credit (which shall not be later than the scheduled Termination Date (unless such Letter of Credit is Cash Collateralized)) and whether such Letter of Credit is to be transferable in whole or in part. Any Letter of Credit outstanding after the scheduled Termination Date which is Cash Collateralized for the benefit of an Issuing Lender shall be the sole responsibility of such Issuing Lender. So long as the applicable Issuing Lender has not received written notice that the conditions precedent set forth in Section 12 with respect to the issuance of such Letter of Credit have not been satisfied, such Issuing Lender shall issue such Letter of Credit on the requested issuance date. Each Issuing Lender shall promptly advise Administrative Agent of the issuance of each Letter of Credit and of any amendment thereto, extension thereof or event or circumstance changing the amount available for drawing thereunder. In the event of any inconsistency between the terms of any Master Letter of Credit Agreement, any L/C Application and the terms of this Agreement, the terms of this Agreement shall control.

2.3.2. Participations in Letters of Credit. Concurrently with the issuance of each Letter of Credit, the applicable Issuing Lender shall be deemed to have sold and transferred to each Lender with a Revolving Commitment, and each such Lender shall be deemed irrevocably and unconditionally to have purchased and received from such Issuing Lender, without recourse or warranty, an undivided interest and participation, to the extent of such Lender's Pro Rata Share, in such Letter of Credit and Borrower's reimbursement obligations with respect thereto. If Borrower does not pay any reimbursement obligation when due, Borrower shall be deemed to have immediately requested that the Lenders with Revolving Commitments make a Revolving Loan in a principal amount equal to such reimbursement obligations. Administrative Agent shall promptly notify such Lenders of such deemed request and, without the necessity of compliance with the requirements of Section 2.2.2, Section 12.2 or otherwise such Lender shall make available to the applicable Issuing Lender its Pro Rata Share of such Loan for the account of Borrower in satisfaction of such reimbursement obligations. For the purposes of this Agreement, the unparticipated portion of each Letter of Credit shall be deemed to be the applicable Issuing

Lender's "participation" therein. Each Issuing Lender hereby agrees, upon request of Administrative Agent or any Lender, to deliver to Administrative Agent or such Lender a list of all Letters of Credit issued by such Issuing Lender, together with such information related thereto as Administrative Agent or such Lender may reasonably request.

2.3.3. Reimbursement Obligations.

(a) Borrower hereby unconditionally and irrevocably agrees to reimburse each Issuing Lender for each payment or disbursement made by such Issuing Lender under any Letter of Credit honoring any demand for payment made by the beneficiary thereunder, in each case on the date that such payment or disbursement is made. Any amount not reimbursed on the date of such payment or disbursement shall bear interest from the date of such payment or disbursement to the date that the applicable Issuing Lender is reimbursed by Borrower therefor, payable on demand, at a rate per annum equal to the Base Rate from time to time in effect plus the Applicable Margin for Revolving Loans that are Base Rate Loans plus, beginning on the third Business Day after receipt of notice from such Issuing Lender of such payment or disbursement, 2%. Each Issuing Lender shall notify Borrower and Administrative Agent whenever any demand for payment is made under any Letter of Credit by the beneficiary thereunder; provided that the failure of an Issuing Lender to so notify Borrower or Administrative Agent shall not affect the rights of such Issuing Lender or the Lenders in any manner whatsoever.

(b) Borrower's reimbursement obligations hereunder shall be irrevocable and unconditional under all circumstances, including (a) any lack of validity or enforceability of any Letter of Credit, this Agreement or any other Loan Document, (b) the existence of any claim, set-off, defense or other right which any Loan Party may have at any time against a beneficiary named in a Letter of Credit, any transferee of any Letter of Credit (or any Person for whom any such transferee may be acting), Administrative Agent, the Issuing Lenders, any Lender or any other Person, whether in connection with any Letter of Credit, this Agreement, any other Loan Document, the transactions contemplated herein or any unrelated transactions (including any underlying transaction between any Loan Party and the beneficiary named in any Letter of Credit), (c) the validity, sufficiency or genuineness of any document which an Issuing Lender has determined complies on its face with the terms of the applicable Letter of Credit, even if such document should later prove to have been forged, fraudulent, invalid or insufficient in any respect or any statement therein shall have been untrue or inaccurate in any respect, or (d) the surrender or impairment of any security for the performance or observance of any of the terms hereof. Without limiting the foregoing, no action or omission whatsoever by Administrative Agent or any Lender (excluding any Lender in its capacity as an Issuing Lender) under or in connection with any Letter of Credit or any related matters shall result in any liability of Administrative Agent or any Lender to Borrower, or relieve Borrower of any of its obligations hereunder to any such Person.

2.3.4. Funding by Lenders to Issuing Lender. If any Issuing Lender makes any payment or disbursement under any Letter of Credit and (a) Borrower has not reimbursed such Issuing Lender in full for such payment or disbursement by 10:00 A.M., Chicago time, on the date of such payment or disbursement, (b) a Revolving Loan may not be made in accordance with Section 2.3.2 or (c) any reimbursement received by such Issuing Lender from Borrower is or must be returned or rescinded upon or during any bankruptcy or reorganization of Borrower or

otherwise, each other Lender with a Revolving Commitment shall be obligated to pay to the applicable Issuing Lender, in full or partial payment of the purchase price of its participation in such Letter of Credit, its Pro Rata Share of such payment or disbursement (but no such payment shall diminish the obligations of Borrower under Section 2.3.3), and, upon notice from such Issuing Lender, Administrative Agent shall promptly notify each other Lender thereof. Each other Lender with a Revolving Commitment irrevocably and unconditionally agrees to so pay the applicable Issuing Lender in immediately available funds the amount of such other Lender's Pro Rata Share of such payment or disbursement. If and to the extent any such Lender shall not have made such amount available to the applicable Issuing Lender by 2:00 P.M., Chicago time, on the Business Day on which such Lender receives notice from Administrative Agent of such payment or disbursement (it being understood that any such notice received after noon, Chicago time, on any Business Day shall be deemed to have been received on the next following Business Day), such Lender agrees to pay interest on such amount to the applicable Issuing Lender forthwith on demand, for each day from the date such amount was to have been delivered to the applicable Issuing Lender to the date such amount is paid, at a rate per annum equal to (a) for the first three days after demand, the Federal Funds Rate from time to time in effect and (b) thereafter, the Base Rate from time to time in effect. Any Lender's failure to make available to the applicable Issuing Lender its Pro Rata Share of any such payment or disbursement shall not relieve any other Lender of its obligation hereunder to make available to the applicable Issuing Lender such other Lender's Pro Rata Share of such payment, but no Lender shall be responsible for the failure of any other Lender to make available to the applicable Issuing Lender such other Lender's Pro Rata Share of any such payment or disbursement.

2.4. Commitments Several. The failure of any Lender to make a requested Loan on any date shall not relieve any other Lender of its obligation (if any) to make a Loan on such date, but no Lender shall be responsible for the failure of any other Lender to make any Loan to be made by such other Lender.

2.5. Certain Conditions. Except as otherwise provided in Section 2.3.4 of this Agreement, no Lender shall have an obligation to make any Loan, and no Issuing Lender shall have any obligation to issue any Letter of Credit, if an Event of Default or Default exists.

2.6. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

2.6.1. Fees shall cease to accrue on the unfunded portion of the Revolving Commitment of such Defaulting Lender pursuant to Section 5.1.

2.6.2. If any Letters of Credit are outstanding at the time a Lender becomes a Defaulting Lender then:

(a) all or any part of the Defaulting Lender's obligation to participate in Letters of Credit shall be reallocated among the non-Defaulting Lenders with Revolving Commitments in accordance with their respective Pro Rata Shares as determined pursuant to clause (a) of the definition of "Pro Rata Share" but only to the extent (x) the sum of all non-Defaulting Lenders' Revolving Outstandings plus such Defaulting Lender's obligation to

participate in Letters of Credit does not exceed the total of all non-Defaulting Lenders' Commitments and (y) the conditions set forth in Section 12.2 are satisfied at such time; and

(b) if the reallocation described in clause (a) above cannot, or can only partially, be effected, Borrower shall within one Business Day following notice by Administrative Agent Cash Collateralize such Defaulting Lender's obligation to participate in Letters of Credit (after giving effect to any partial reallocation pursuant to clause (a) above) in accordance with the procedures set forth in Section 2.3.1 for so long as such obligation to participate in Letters of Credit is outstanding;

(c) if Borrower Cash Collateralizes any portion of such Defaulting Lender's obligation to participate in Letters of Credit pursuant to Section 2.6.2, Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 5.2 with respect to such Defaulting Lender's obligation to participate in Letters of Credit during the period such Defaulting Lender's obligation to participate in Letters of Credit is Cash Collateralized;

(d) if the obligation to participate in Letters of Credit of the non-Defaulting Lenders is reallocated pursuant to Section 2.6.2, then the fees payable to the Lenders pursuant to Section 5.1 and Section 5.2 shall be adjusted in accordance with such non-Defaulting Lenders' Pro Rata Shares (as determined pursuant to clause (a) of the definition of "Pro Rata Share");

(e) if any Defaulting Lender's obligation to participate in Letters of Credit is neither Cash Collateralized nor reallocated pursuant to Section 2.6.2, then, without prejudice to any rights or remedies of any Issuing Lender or any Lender hereunder, all letter of credit fees payable under Section 5.2 with respect to such Defaulting Lender's obligation to participate in Letters of Credit shall be payable to the applicable Issuing Lender until such obligation to participate in Letters of Credit is Cash Collateralized and/or reallocated; and

(f) Subject to Section 15.21, no reallocation under this Section 2.6.2 will constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a non-Defaulting Lender as a result of that non-Defaulting Lender's increased exposure following that reallocation.

2.6.3. So long as any Lender is a Defaulting Lender, no Issuing Lender shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by the Commitments of the non-Defaulting Lenders with Revolving Commitments and/or cash collateral will be provided by Borrower in accordance with Section 2.6.2, and participating interests in any such newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.6.2(a) (and Defaulting Lenders shall not participate therein).

2.6.4. In the event that Administrative Agent, Borrower and the applicable Issuing Lender(s) each agree in writing that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the obligations to participate in Letters of Credit of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other

Lenders as Administrative Agent determines is necessary in order for such Lender to hold such Loans in accordance with its Pro Rata Share (as determined pursuant to clause (a) of the definition of "Pro Rata Share").

2.6.5. Any amount payable to a Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to Section 7.5 but excluding Section 8.7(b)) shall, in lieu of being distributed to such Defaulting Lender, be retained by Administrative Agent and, subject to any applicable requirements of law, be applied at such time or times as may be determined by Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to Administrative Agent hereunder, (ii) second, pro rata, to the payment of any amounts owing by such Defaulting Lender to the Issuing Lender(s) hereunder, (iii) third, to the funding of any Revolving Loan or the funding or Cash Collateralization of any participating interest in any Letter of Credit in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by Administrative Agent, (iv) fourth, if so determined by Administrative Agent and Borrower, held as cash collateral for future funding obligations of the Defaulting Lender under this Agreement, (v) fifth, pro rata, to the payment of any amounts owing to Borrower or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by Borrower or any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, and (vi) sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided, that if such payment is (x) a prepayment of the principal amount of any Loans or reimbursement obligations in respect of draws under Letters of Credit with respect to which the Issuing Lender has funded its participation obligations and (y) made at a time when the conditions set forth in Section 12.2 are satisfied, such payment shall be applied solely to prepay the Loans of, and reimbursement obligations owed to, all Revolving Lenders that are not Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans, or reimbursement obligations owed to, any Defaulting Lender.

2.6.6. No Defaulting Lender shall have any right to approve or disapprove any amendment, waiver, consent or any other action the Lenders or the Required Lenders have taken or may take hereunder (including any consent to any amendment or waiver pursuant to Section 15.1), provided that any waiver, amendment or modification requiring the consent of all Lenders or each directly affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender.

2.7. Increase in Commitments.

2.7.1. Borrower may by written notice to Administrative Agent (each, an "Increase Notice"), seek an increase to the existing (i) Term Loan Commitment (each an "Incremental Term Loan Commitment", and each Term Loan provided thereunder in accordance with the terms and conditions of this Section 2.7.1, an "Incremental Term Loan") or (ii) Revolving Commitment (each an "Incremental Revolving Loan Commitment", and each additional Revolving Loan provided thereunder in accordance with the terms of conditions of this Section 2.7.1, an "Incremental Revolving Loan") by an amount not in excess of $35,000,000 in the aggregate (of which not more than $5,000,000 may consist of increases to the Revolving Loan Commitment), so long as, on a pro forma basis on the date of incurrence, immediately after

giving effect to the incurrence of any such Incremental Loan Commitment (assuming the full amount of any such concurrently established Incremental Revolving Commitment is drawn) and after giving effect to any transactions consummated in connection therewith, (x) the Total Debt to EBITDA Ratio for the most recently completed fiscal quarter with respect to which the Administrative Agent has received financial statements pursuant to Section 10.1.2, shall be equal to or less than the lesser of (1)(A) 4.25 to 1.00 with respect to any Incremental Loan the proceeds of which will be used to fund a Permitted Dividend or (B) 5.25 with respect to any Incremental Loan the proceeds of which will be used for a purpose permitted by Section 2.7.2(iv) other than Permitted Dividends and (2) the applicable compliance level for the most recently ended Fiscal Quarter less 0.25 and (y) with respect to any Incremental Loan the proceeds of which will be used to fund a Permitted Dividend, EBITDA shall be at least $32,000,000 calculated for the trailing twelve (12)-month period ending on the last day of the most recently completed fiscal quarter with respect to which the Administrative Agent has received financial statements pursuant to Section 10.1.2. Administrative Agent shall promptly deliver a copy of such Increase Notice to each Lender. Each such Increase Notice shall specify (i) the amount of the requested Incremental Revolving Loan Commitment or Incremental Term Loan Commitment, as applicable, and (ii) the date on which the Incremental Loan Commitment is intended to be effective (each, an "Increase Effective Date"), which shall be a date not less than 10 Business Days after the date on which such Increase Notice is delivered to Administrative Agent (or such shorter time period as agreed to in writing by Administrative Agent).

2.7.2. Such Incremental Loan Commitment shall become effective as of such Increase Effective Date; so long as the following terms are satisfied:

(i) both immediately before and after giving effect to such Incremental Loan Commitment, no Event of Default shall have occurred and be continuing;

(ii) no Event of Default shall exist as of the date of funding of such Incremental Loan;

(iii) as certified by an authorized officer of the Borrower, all representations and warranties of Borrower and the other Loan Parties set forth in this Agreement and the other Loan Documents are true and correct in all material respects with the same effect as if then made, without duplication of any "materiality" or "Material Adverse Effect" qualifiers (except to the extent such representations and warranties expressly relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects (without duplication of any "materiality" or "Material Adverse Effect" qualifiers) as of such earlier date) as of the Increase Effective Date;

(iv) the proceeds of such Incremental Term Loans shall be used solely to fund Capital Expenditures, Investments, Permitted Acquisitions and Permitted Dividends, in each case to the extent permitted hereunder and the proceeds of such Incremental Revolving Loans shall be used for working capital and general corporate needs;

(v) the initial "yield" (including any original issue discount or similar yield-related discounts, deductions or payments, but excluding any customary arrangement, structuring, underwriting, amendment or similar fees in connection therewith that are not paid to all of the Lenders of such Incremental Loan Commitment) of the Incremental Loan Commitments shall be no greater than one-half percent (0.50%) per annum higher than the combined "yield" for the Term Loans (including any prior Incremental Term Loans), respectively, provided however, the Borrowers may request an increase of the "yield" on the Term Loans in order to comply with this clause (v), which Administrative Agent shall approve;

(vi) the maturity date of the Incremental Term Loans shall be as set forth in the Incremental Term Loan Joinder Agreement; provided that, such date shall not be earlier than the Term Loan Maturity Date;

(vii) the weighted average life to maturity of any Incremental Term Loan shall be equal to the weighted average life to maturity of the Term Loans (except to the extent of nominal amortization for periods where amortization has been eliminated as a result of prepayment of Term Loans prior to such date of determination);

(viii) the Incremental Term Loans shall rank pari passu in right of payment and rank pari passu in right of security with the Obligations;

(ix) the terms and provisions of additional Revolving Loans made under any Incremental Revolving Commitment shall be identical to those of the existing Revolving Loans;

(x) shall not be secured by property other than the Collateral or be incurred or guaranteed by any Person other than a Loan Party; and

(xi) Administrative Agent shall have provided its prior written consent with respect to any Incremental Loan Commitment, to be granted or denied in the Administrative Agent's sole discretion.

2.7.3. The Borrower agrees that no Lender shall have any obligation to provide an Incremental Loan Commitment. No Incremental Loan Commitment shall become effective until all existing and/or new Lenders committing to such Incremental Loan Commitment have delivered to Administrative Agent a writing in form reasonably satisfactory to Administrative Agent pursuant to which such existing Lenders and/or new Lenders state the amount of their Incremental Term Loan Commitment, or Incremental Revolving Loan Commitment, as applicable, and agree to assume and accept the obligations and rights of a Lender hereunder; provided that no new Lenders may become Lenders hereunder or commit to provide any of the Incremental Loan Commitment except with the prior written consent of the Administrative Agent, to be granted or denied in the Administrative Agent's sole discretion. Upon the Increase Effective Date, pursuant to this Section 2.7, Annex A shall be deemed amended and replaced with a new Annex A reflecting the new Commitments hereunder and, to the extent the pricing on the Term Loans is increased pursuant to this Section 2.7, the definition of Applicable Margin and any other relevant definitions shall be deemed amended to reflect such pricing increase.

2.7.4. At least five (5) Business Days prior to the applicable Increase Effective Date, the Borrower Representative shall provide Administrative Agent with a written offer to the Lenders (which offer Administrative Agent shall promptly deliver to the Lenders) to commit to the applicable Incremental Term Loan Commitment, (i) first on a pro rata basis to Lenders, which each Lender may in its sole and absolute discretion accept or decline (it being understood that any Lender not affirmatively committing in writing to its pro rata portion, within five (5) Business Days after the delivery thereof, shall be deemed to have declined) and (ii) second, if any Lender has declined its pro rata share or any part thereof, such remaining amounts on a non-pro rata basis to the Lenders accepting their pro rata share of such requested Incremental Term Loan Commitment. Within five (5) Business Days of Administrative Agent's receipt of such offer from Borrower, Administrative Agent shall deliver to Borrower written notice from any Lenders committing to the requested Incremental Loan Commitment pursuant to which such Lenders shall state the amount of their Incremental Term Loan Commitment or Incremental Revolving Loan Commitment, as applicable. If following the application of the two immediately preceding sentences, some or all of the Lenders do not agree to fund the entire requested Incremental Loan Commitment, Borrower may propose new lender(s), which new lender(s) must be a Person which would be an eligible assignee pursuant to Section 15.6 hereof, to which Borrower proposes to offer the remaining requested Incremental Term Loan Commitment and request Administrative Agent's consent (within three (3) Business Days following receipt of such request, Administrative Agent shall provide written notice to Borrower indicating that such proposed new lender(s) is or is not acceptable to Administrative Agent (which consent shall be provided or withheld at the sole discretion of the Administrative Agent).

2.7.5. Other than with respect to pricing, margins, interest rate floors, fees and original issue discount, amortization and maturity date (which may be later but not before), the terms and provisions of any Incremental Term Loans shall be identical to the Term Loans existing immediately prior to giving effect to any such Incremental Term Loan; provided that representations, warranties, covenants and events of default with respect to such Incremental Term Loan may be inconsistent with the Term Loans (including all prior Incremental Term Loans) so long as, if any such representation, warranty, covenant or event of default is in addition to, or more restrictive than, those applicable to the Term Loans (including all prior Incremental Term Loans), either (x) such Term Loans shall receive the benefit of any such additional or more restrictive representation, warranty, covenant or event of default or (y) such representations, warranties, covenants or events of default shall be effective after the maturity date applicable to the Term Loans (including all prior Incremental Term Loans).

2.7.6. Unless otherwise specifically provided herein, all references in the Loan Documents (a) to Term Loans shall be deemed, unless the context otherwise requires, to include references to Incremental Term Loans and (b) to Revolving Loans shall be deemed, unless the context otherwise requires, to include references to any additional Revolving Loans provided under any Incremental Revolving Commitment.

2.7.7. Any amendments to this Agreement or any other Loan Document to reflect the incurrence of and terms and conditions of any Incremental Loans in accordance with the terms and conditions hereof, shall require the approval of Administrative Agent and participating Lenders but shall not require the approval any Lenders not providing any such Incremental Revolving Loans or Incremental Term Loans, as applicable.

2.7.8. The Incremental Loan Commitments and Incremental Loans shall be entitled to all the benefits afforded by, this Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Collateral Documents.

SECTION 3
EVIDENCING OF LOANS.

3 . 1 . Notes. At a Lender's request, the Loans of such Lender shall be evidenced by a Note, with appropriate insertions, payable to such Lender and its registered assigns in a face principal amount equal to the sum of such Lender's Revolving Commitment plus the principal amount of such Lender's Term Loans.

3.2. Recordkeeping. Administrative Agent, on behalf of each Lender, shall record in its records, the date and amount of each Loan made by each Lender, each repayment or conversion thereof and, in the case of each LIBOR Loan, the dates on which each Interest Period for such Loan shall begin and end. The aggregate unpaid principal amount so recorded shall be rebuttably presumptive evidence of the principal amount of the Loans owing and unpaid. The failure to so record any such amount or any error in so recording any such amount shall not, however, limit or otherwise affect the Obligations of Borrower hereunder or under any Note to repay the principal amount of the Loans hereunder, together with all interest accruing thereon.

SECTION 4
INTEREST.

4 . 1 . Interest Rates. Borrower agrees to pay interest on the unpaid principal amount of each Loan for the period commencing on the date of such Loan until such Loan is paid in full as follows:

(a) at all times while such Loan is a Base Rate Loan, at a rate per annum equal to the sum of the Base Rate from time to time in effect plus the Applicable Margin for Base Rate Loans; and

(b) at all times while such Loan is a LIBOR Loan, at a rate per annum equal to the sum of the LIBOR Rate applicable to each Interest Period for such Loan plus the Applicable Margin for LIBOR Loans;

provided that, upon the occurrence and during the continuance of an Event of Default, upon the election of the Required Lenders, the interest rate applicable to each Loan shall be increased by 2% (and, in the case of Obligations not bearing interest, such Obligations shall bear interest at 2% per annum), provided further that such increase may thereafter be rescinded by the Administrative Agent and Required Lenders, notwithstanding Section 15.1. Notwithstanding the foregoing, upon the occurrence of an Event of Default under Sections 13.1.1 or 13.1.4, such increase and such bearing of interest shall occur automatically. In no event shall interest payable by Borrower to any Lender hereunder exceed the maximum rate permitted under applicable law, and if any such provision of this Agreement is in contravention of any such law, such provision shall be deemed modified to limit such interest to the maximum rate permitted under such law.

4 . 2 . Interest Payment Dates. Accrued interest on each Base Rate Loan shall be payable in arrears on the last Business Day of each calendar month, upon a prepayment of such Loan and at maturity. Accrued interest on each LIBOR Loan shall be payable in arrears on the last Business Day of each calendar month and on the last day of the Interest Period with respect thereto, upon a prepayment of such Loan, and at maturity. After maturity, and at any time an Event of Default exists, overdue interest on all Loans shall be payable on demand. Borrower hereby authorizes Administrative Agent to, and Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 7.1.2 with the amount of any interest payment due under this Agreement.

4.3. Setting and Notice of LIBOR Rates/Replacement of LIBOR Rate.

4.3.1. The applicable LIBOR Rate for each Interest Period shall be determined by Administrative Agent. Each determination of the applicable LIBOR Rate by Administrative Agent shall be conclusive and binding upon the parties hereto, in the absence of demonstrable error.

4.3.2. Replacement of LIBOR Rate. If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) a specific date after which the LIBOR Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall endeavor to establish an alternate rate of interest to the LIBOR Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for loans similar to the Loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Margin). Notwithstanding anything to the contrary in Section 15.1, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment.

4.4. Computation of Interest. Interest shall be computed for the actual number of days elapsed on the basis of a year of (a) 360 days for interest calculated at the LIBOR Rate and (b) 365/366 days for interest calculated at the Base Rate. The applicable interest rate for each Base Rate Loan shall change simultaneously with each change in the Base Rate and the applicable interest rate for each LIBOR Loan will change simultaneously with each change in the LIBOR Rate.

For purposes of the Interest Act (Canada), whenever any interest or fee under this Agreement is calculated using a rate based on a number of days less than a full year, such rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (a) the applicable rate based on a year of 360 days, as the case may be, (b) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (c) divided by the number of days based on which such rate is calculated.

If any provision of this Agreement or of any of the other Loan Documents would obligate any Loan Party to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by applicable law or would result in a receipt by such Lender of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by such Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amount or rate of interest required to be paid to such Lender and thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid.

SECTION 5
FEES.

5.1. Non-Use Fee. Borrower agrees to pay to Administrative Agent for the account of each Lender with a Revolving Commitment (except as provided in Section 2.6) a non-use fee, for the period from the Closing Date to the Termination Date, at the Non-Use Fee Rate in effect from time to time of such Lender's Pro Rata Share (as adjusted from time to time) of the average daily unused amount of the Revolving Commitments. For purposes of calculating usage under this Section, the Revolving Commitments shall be deemed used to the extent of Revolving Outstandings. Such non-use fee shall be payable in arrears on the last Business Day of each calendar quarter and on the Termination Date for any period then ending for which such non-use fee shall not have previously been paid. The non-use fee shall be computed for the actual number of days elapsed on the basis of a year of 360 days.

5.2. Letter of Credit Fees.

(a) Except as provided in Section 2.6, Borrower agrees to pay to Administrative Agent for the account of each Lender with a Revolving Commitment (except as provided in Section 2.6) a letter of credit fee for each Letter of Credit equal to the L/C Fee Rate of such Lender's Pro Rata Share (as adjusted from time to time) of the undrawn amount of such Letter of Credit (computed for the actual number of days elapsed on the basis of a year of 360 days); provided that, upon the occurrence and during the continuance of an Event of Default, upon the election of the Required Lenders, the rate applicable to each Letter of Credit shall be increased by 2% per annum. Such letter of credit fee shall be payable in arrears on the last day of each calendar quarter and on the Termination Date (or such later date on which such Letter of Credit expires or is terminated) for the period from the date of the issuance of each Letter of Credit (or the last day on which the letter of credit fee was paid with respect thereto) to the date such payment is due or, if earlier, the date on which such Letter of Credit expired or was terminated.

(b) In addition, with respect to each Letter of Credit, except as provided in Section 2.6, Borrower agrees to pay to any Issuing Lender, for its own account, (i) such fees and expenses as such Issuing Lender customarily requires in connection with the issuance, negotiation, processing and/or administration of

letters of credit in similar situations and (ii) a letter of credit fronting fee in the amount and at the times agreed to by Borrower and such Issuing Lender.

5.3. Prepayment Fees. If Borrower shall pay or prepay all or any portion of the Term Loans pursuant to Section 6.2.1 prior to the second anniversary of the Closing Date, whether by voluntary prepayment by Borrower, by reason of a mandatory prepayment pursuant to Section 6.2.2 (excluding Section 6.2.2(a)(iv), (v) and (vi)), by reason of the occurrence of an Event of Default or the acceleration of the Term Loans and whether before or after acceleration of the Obligations, Borrower shall pay to Administrative Agent, for the benefit of Lenders as liquidated damages and compensation for the costs of being prepared to make funds available hereunder a fee (the "Prepayment Fee") in an amount equal to the Applicable Percentage (as defined below) multiplied by the principal amount of the Term Loans prepaid or paid after acceleration. As used herein, the term "Applicable Percentage" shall mean (x) two percent (2%), in the case of a prepayment on or prior to the first anniversary of the Closing Date; and (y) one percent (1%), in the case of a prepayment after the first anniversary of the Closing Date but on or prior to the second anniversary of the Closing Date. The Loan Parties agree that the Applicable Percentages are a reasonable calculation of Lenders' lost profits in view of the difficulties and impracticality of determining actual damages resulting from an early termination of the Term Loans. Notwithstanding the foregoing, in the event Borrower consummates an acquisition or investment involving a Target for cash consideration in excess of the greater of (i) 75% of the enterprise value of the Loan Parties as of the Closing Date and (ii) 75% of the enterprise value of the Loan Parties as of the date of such acquisition or investment prior to the first anniversary of the Closing Date, Borrower shall have the right to prepay the Term Loans (x) subject to an early termination fee of one percent (1%) multiplied by the principal amount of the Term Loans prepaid or paid after acceleration if Borrower has offered Agent and Lenders an opportunity to provide a new term loan facility for such acquisition or investment on terms not less favorable than the terms of this Agreement and Agent and Lenders shall have elected not to participate in such alternate financing and (y) without paying an early termination fee if the Agent and Lenders provide the alternate financing.

5.4. Administrative Agent's Fees. Borrower agrees to pay to Administrative Agent such agent's fees as are described herein and the fees set forth in the Agent Fee Letter.

SECTION 6
REDUCTION OR TERMINATION OF THE REVOLVING COMMITMENT; PREPAYMENTS.

6.1. Reduction or Termination of the Revolving Commitment.

6.1.1. Voluntary Reduction or Termination of the Revolving Commitment. Borrower may from time to time on at least five Business Days' prior written notice (which notice may be revocable and conditional), received by Administrative Agent (which shall promptly advise each Lender thereof) permanently reduce the Revolving Commitments to an amount not less than the Revolving Outstandings (after giving effect to any concurrent repayments of Loans and terminations or cash collateralizations or other backstop of any Letter of Credit). Any such reduction shall be in an amount not less than $250,000 or a higher integral multiple of $50,000. Concurrently with any reduction of the Revolving Commitments to zero,

Borrower shall pay all interest on the Revolving Loans, all non-use fees and all letter of credit fees and shall Cash Collateralize in full or otherwise backstop in a manner satisfactory to Administrative Agent all obligations arising with respect to the outstanding Letters of Credit, if any.

6.1.2. Mandatory Reductions of Revolving Commitment. On the date of any Mandatory Prepayment Event, the Revolving Commitments shall be permanently reduced by an amount (if any) equal to the Designated Proceeds of such Mandatory Prepayment Event over the amount (if any) applied to prepay Term Loans pursuant to Section 6.2.2.

6.1.3. All Reductions of the Revolving Commitment. All reductions of the Revolving Commitments shall reduce the Revolving Commitments ratably among the Lenders according to their respective Pro Rata Shares.

6.2. Prepayments.

6.2.1. Voluntary Prepayments. Subject to Section 5.3, Borrower may from time to time prepay any or all of the Loans in whole or in part, either Term Loans and/or Revolving Loans, as selected by Borrower, without penalty or premium except as otherwise provided in Section 8.4 or any other Loan Document; provided that Borrower Representative shall give Administrative Agent (which shall promptly advise each Lender) notice thereof, which may be revocable and conditional, not later than 10:00 A.M., Chicago time, on the day of such prepayment (which shall be a Business Day), specifying the Loans to be prepaid and the date and amount of prepayment. Any such partial prepayment of the Term Loans shall be in an amount equal to $250,000 or a higher integral multiple of $50,000.

6.2.2. Mandatory Prepayments.

(a) Borrower shall make a prepayment of the Term Loans until paid in full upon the occurrence of any of the following (each a "Mandatory Prepayment Event") at the following times and in the following amounts (such applicable amounts being referred to as "Designated Proceeds"):

(i) Promptly after, and in no event more than five (5) Business Days after, the receipt by any Loan Party of any Net Cash Proceeds from any Asset Disposition made pursuant to Section 11.5(b)(ii) or (xiii), in an amount equal to 100% of such Net Cash Proceeds.

(ii) Promptly after, and in no event more than five (5) Business Days after, the receipt by any Loan Party of any Net Cash Proceeds from any issuance of Capital Securities of any Loan Party other than a Permitted Securities Issuance, in an amount equal to 100% of such Net Cash Proceeds.

(iii) Promptly after, and in no event more than five (5) Business Days after, the receipt by any Loan Party of any Net Cash Proceeds from any issuance of any Debt of any Loan Party (excluding Debt permitted by Section 11.1), in an amount equal to 100% of such Net Cash Proceeds.

(iv) Within the earlier of (x) one hundred twenty-five (125) days after the end of each Fiscal Year (commencing with the Fiscal Year ending on December 31, 2018) and (y) five (5) Business Days after Borrower's delivery of the Fiscal Year-end audited financial statements delivered pursuant to Section 10.1.1 (commencing with the Fiscal Year ending on December 31, 2018), in an amount equal to the ECF Percentage of Excess Cash Flow for such Fiscal Year minus (x) the amount of any voluntary prepayments of the revolving loans to the extent accompanied by a permanent reduction of the Commitments pursuant to Section 6.1.1 and (y) the amount of any voluntary prepayments of the Term Loans pursuant to Section 6.2.1 (excluding payments funded from the Available Amount), in each case, made during such Fiscal Year;

(v) Concurrently with the receipt by any Loan Party of any Cure Amounts pursuant to Section 13.4, in an amount equal to 100% of such Cure Amounts; and

(vi) Promptly after, and in no event more than five (5) Business Days after the receipt by any Loan Party of any Extraordinary Receipts, in an amount equal to 100% of those Extraordinary Receipts.

(b) If on any date the Revolving Outstandings exceed Revolving Loan Availability, Borrower shall promptly (and in any event within two (2) Business Days) first prepay Revolving Loans and second Cash Collateralize the outstanding Letters of Credit, in an aggregate amount sufficient to eliminate such excess; provided that any Letter of Credit that is Cash Collateralized in order to comply with this provision shall not be included in the calculation of Revolving Outstandings for purposes of determining whether Revolving Outstandings exceed Revolving Loan Availability.

(c) If on any day on which the Revolving Commitments are reduced pursuant to Section 6.1.2 the Revolving Outstandings exceeds Revolving Loan Availability, Borrower shall immediately first prepay Revolving Loans and second Cash Collateralize the outstanding Letters of Credit, in an aggregate amount sufficient to eliminate such excess; provided that any Letter of Credit that is Cash Collateralized in order to comply with this provision shall not be included in the calculation of Revolving Outstandings for purposes of determining whether Revolving Outstandings exceed Revolving Loan Availability.

6.3. Manner of Prepayments.

6.3.1. All Prepayments. Any prepayment of a LIBOR Loan on a day other than the last day of an Interest Period therefor shall include interest on the principal amount being repaid and shall be subject to Section 8.4. All prepayments of Term Loans shall be applied pro rata among the Term Loans according to the principal amounts thereof and, as to each Term Loan, voluntary prepayments shall be applied as directed by the Borrower and mandatory prepayments shall be applied pro rata to the first four installments thereof and thereafter to the remaining installments thereof (including, without limitation, the final installment thereof) on a pro rata basis.

6.4. Repayments.

6.4.1. Revolving Loans. The Revolving Loans of each Lender shall be paid in full and the Revolving Commitments shall terminate on the Termination Date.

6.4.2. Payment of Principal. On the last day of each fiscal quarter, commencing with the fiscal quarter ending December 31, 2018, the Term A Loan shall be repaid to Administrative Agent, for the benefit of the Lenders in accordance with each Lender's Pro Rata Share of the aggregate principal amount of funded Term A Loans, in an amount equal to: (a) with respect to each of the first seven full fiscal quarters after the Closing Date, one-quarter of one percent (1/4%) of the aggregate amount of Term A Loans made hereunder and (b) with respect to each fiscal quarter ending thereafter, one and one-quarter of one percent (1 1/4%) of the aggregate amount of Term A Loans made hereunder (as such amounts shall be reduced in connection with prepayments in accordance with Section 6.3.1). Unless sooner paid in full, the outstanding principal balance of the Term A Loans shall be paid in full on the Term Loan Maturity Date. The principal amounts of any Incremental Term Loan shall be repaid in installments as set forth in the applicable Incremental Term Loan Joinder Agreement.

SECTION 7
MAKING AND PRORATION OF PAYMENTS; SETOFF; TAXES.

7.1. Making of Payments.

7.1.1. All payments of principal or interest on the Note(s), and of all fees, shall be made by Borrower to Administrative Agent in immediately available funds at the office specified by Administrative Agent not later than 12:00 P.M., Chicago time, on the date due; and funds received after that hour shall be deemed to have been received by Administrative Agent on the following Business Day. Subject to Section 2.6, Administrative Agent shall promptly remit to each Lender its share of all such payments received in collected funds by Administrative Agent for the account of such Lender. All payments under Section 8.1 shall be made by Borrower directly to the Lender entitled thereto without setoff, counterclaim or other defense.

7.1.2. The Lenders and the Borrower hereby authorize Administrative Agent to, and Administrative Agent may, from time to time, charge the Loan Account of Borrower with any amount due and payable by Borrower under any Loan Document. Each of the Lenders and the Borrower agrees that Administrative Agent may make any such charges regardless of whether any Default or Event of Default has occurred and is continuing or whether any of the conditions precedent in Section 12.2 have been satisfied. Any amount charged to the Loan Account of the Borrower will be deemed a Revolving Loan under this Agreement made by the applicable Lenders to the Borrower, funded by Administrative Agent on behalf of the applicable Lenders, and subject to Section 2.1. The Lenders and the Borrower confirm that any charges that Administrative Agent may so make to the Loan Account of the Borrower as provided in this Agreement will be made as an accommodation to the Borrower and solely at Administrative Agent's discretion. Administrative Agent shall from time to time upon the request of any Lender charge the Loan Account of the Borrower with any amount due and payable under any Loan Document to that Person.

7.2. Application of Certain Payments. So long as no Event of Default has occurred and is continuing, (a) payments matching specific scheduled payments then due shall be applied

to those scheduled payments and (b) voluntary and mandatory prepayments shall be applied as set forth in Sections 6.2 and 6.3. After the occurrence and during the continuance of an Event of Default, all amounts collected or received by Administrative Agent or any Lender as proceeds from the sale of, or other realization upon, all or any part of the Collateral shall be applied as Administrative Agent shall determine in its discretion or, in the absence of a specific determination by Administrative Agent, as set forth in the Guaranty and Collateral Agreement.

7.3. Due Date Extension. If any payment of principal or interest with respect to any of the Loans, or of any fees, falls due on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day (unless, in the case of a LIBOR Loan, such immediately following Business Day is the first Business Day of a calendar month, in which case such due date shall be the immediately preceding Business Day) and, in the case of principal, additional interest shall accrue and be payable for the period of any such extension.

7.4. Setoff. All payments made by Borrower hereunder or under any Loan Documents shall be made without setoff, counterclaim, or other defense. Borrower, for itself and each other Loan Party, agrees that Administrative Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, except with respect to Excluded Accounts and the Administrative Agent and each Lender hereby waive any such rights in respect of Excluded Accounts, and in addition thereto, Borrower, for itself and each other Loan Party, agrees that at any time any Event of Default exists, Administrative Agent and each Lender may apply to the payment of any Obligations of Borrower and each other Loan Party hereunder, to the extent then due, any and all balances, credits, deposits, accounts or moneys of Borrower and each other Loan Party then or thereafter with Administrative Agent or such Lender to the extent not constituting Excluded Accounts.

7.5. Proration of Payments. Except as provided in Section 2.6, if any Lender shall obtain any payment or other recovery (whether voluntary, involuntary, by application of offset or otherwise), on account of (a) principal of or interest on any Loan (but excluding (i) any payment pursuant to Section 8 or 15.6 and (ii) payments of interest on any Affected Loan) or (b) its participation in any Letter of Credit in excess of its applicable Pro Rata Share of payments and other recoveries obtained by all Lenders on account of principal of and interest on the Loans (or such participation) then held by them, then such Lender shall purchase from the other Lenders such participations in the Loans (or sub-participations in Letters of Credit) held by them as shall be necessary to cause such purchasing Lender to share the excess payment or other recovery ratably with each of them; provided that if all or any portion of the excess payment or other recovery is thereafter recovered from such purchasing Lender, the purchase shall be rescinded and the purchase price restored to the extent of such recovery.

7.6. Taxes.

(a) All payments hereunder or under the Loan Documents (including any payment of principal, interest, or fees) to, or for the benefit, of any person shall be made by the Loan Parties free and clear of and without deduction or withholding for, or on account of, any Taxes now or hereinafter imposed by any taxing authority, except as required by applicable laws.

(b) If a Loan Party makes any payment hereunder or under any Loan Document in respect of which it is required by applicable law to deduct or withhold any Non-Excluded Taxes, such Loan Party shall increase the payment hereunder or under any such Loan Document such that after the reduction for the amount of Non-Excluded Taxes deducted or withheld (including any Non-Excluded Taxes withheld or imposed with respect to the additional payments required under this Section 7.6(b)), the amount paid to the Lenders or Administrative Agent equals the amount that was payable hereunder or under any such Loan Document had such deduction or withholding not been made. To the extent any Loan Party deducts or withholds any Taxes on payments hereunder or under any Loan Document, such Loan Party shall pay the full amount deducted or withheld to the relevant taxing authority within the time allowed for payment under applicable law and shall deliver to Administrative Agent within 30 days after it has made payment to such authority a receipt issued by such taxing authority (or other evidence satisfactory to Administrative Agent) evidencing the payment of all amounts so required to be deducted or withheld from such payment.

(c) If any Lender or Administrative Agent is required by law to make any payments of any Non-Excluded Taxes on or in relation to any amounts received or receivable hereunder or under any other Loan Document, or any Non-Excluded Tax is assessed against a Lender or Administrative Agent with respect to its activities hereunder or any other Loan Document or against amounts received or receivable hereunder or under any other Loan Document, the Loan Parties will indemnify such person, within 10 days after demand therefor, against (i) such Non-Excluded Tax, (ii) any Non-Excluded Taxes imposed as a result of the receipt of the payment under this Section 7.6(c), and (iii) any reasonable expenses arising therefrom or with respect thereto, whether or not such Non-Excluded Taxes were correctly or legally imposed or asserted by the relevant taxing authority. A certificate prepared in good faith as to the amount of such payment by such Lender or Administrative Agent shall, absent manifest error, be final, conclusive, and binding on all parties.

(d) (i) To the extent permitted by applicable law, each Lender that is not a United States person within the meaning of Code Section 7701(a)(30) (a "Non-U.S. Lender") shall deliver to Borrower and Administrative Agent on or prior to the Closing Date (or in the case of a Lender that is an Assignee, on the date of such assignment to such Lender) two accurate and complete original signed copies of IRS Form W-8BEN, W-8BEN-E, W-8ECI, W-8IMY (accompanied by appropriate attachments) or any successor or other applicable form prescribed by the IRS certifying, to the extent applicable, to such Lender's entitlement to a complete exemption from, or a reduced rate in, United States withholding tax on interest payments or other withholdable payments to be made hereunder or any Loan Document. If a Lender that is a Non-U.S. Lender is claiming a complete exemption from withholding on interest pursuant to Sections 871(h) or 881(c) of the Code, the Lender shall deliver (along with two accurate and complete original signed copies of IRS Form W-8BEN or W-8BEN-E, or, to the extent such Lender is not the beneficial owner, IRS W-8IMY, accompanied by appropriate attachments) a certificate in form and substance reasonably acceptable to Administrative Agent certifying that such Non-U.S. Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (any such certificate, a "Withholding Certificate"). In addition, each Lender that is a Non-U.S. Lender agrees that from time to time after the

Closing Date, (or in the case of a Lender that is an Assignee, after the date of the assignment to such Lender), when a lapse in time (or change in circumstances occurs) renders the prior certificates hereunder obsolete or inaccurate in any material respect, such Lender shall, to the extent permitted under applicable law, deliver to Borrower and Administrative Agent two new and accurate and complete original signed copies of an IRS Form W-8BEN, W-8BEN-E, W-8ECI, or W-8IMY (or any successor or other applicable forms prescribed by the IRS), and if applicable, a new Withholding Certificate, to confirm or establish the entitlement of such Lender or Administrative Agent, to the extent applicable, to an exemption from, or reduction in, United States withholding tax on interest payments or other withholdable payments to be made hereunder on any Loan.

(ii) Each Lender that is not a Non-U.S. Lender shall provide two properly completed and duly executed copies of IRS Form W-9 (or any successor or other applicable form) to Borrower and Administrative Agent certifying that such Lender is exempt from United States backup withholding tax. To the extent that a form provided pursuant to this Section 7.6(d)(ii) is rendered obsolete or inaccurate in any material respect as result of expiration or a change in circumstances with respect to the status of a Lender, such Lender shall, to the extent permitted by applicable law, deliver to Borrower and Administrative Agent revised forms necessary to confirm or establish the entitlement to such Lender's or Administrative Agent's exemption from United States backup withholding tax. The Administrative Agent shall comply with this Section 7.6(d)(ii) (and be subject to Section 7.6(d)(iii)) as if it were a Lender.

(iii) Notwithstanding any provision in this Agreement to the contrary, Borrower shall not be required to pay additional amounts to a Lender, or indemnify any Lender, under this Section 7.6 to the extent that such obligations would not have arisen but for the failure of such Lender to comply with Section 7.6(d).

(iv) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(e) Each Lender agrees to indemnify Administrative Agent and hold Administrative Agent harmless for the full amount of any and all present or future Taxes and related liabilities (including penalties, interest, additions to tax and expenses, and any Taxes imposed by any jurisdiction on amounts payable to Administrative Agent under this

Section 7.6) which are imposed on or with respect to principal, interest or fees payable to such Lender hereunder and which are not paid by Borrower pursuant to this Section 7.6, whether or not such Taxes or related liabilities were correctly or legally asserted. This indemnification shall be made within 10 days from the date Administrative Agent makes written demand therefor. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) If any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by a Loan Party or with respect to which a Loan Party has paid additional amounts pursuant to this Section 7.6, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 7.6 with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes) incurred by such Lender, and without interest (other than any interest paid by the relevant taxing authority with respect to such refund), provided that the Loan Party, upon the request of the Lender, agrees to repay the amount paid over to the Loan Party (plus any penalties, interest or other charges imposed by the relevant Tax authority) to the Lender in the event the Lender is required to repay such refund to such Tax authority. Notwithstanding anything to the contrary in this subsection, in no event will the applicable Lender be required to pay any amount to the Loan Party pursuant to this subsection the payment of which would place the Lender in a less favorable net after-Tax position than such Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require any Lender to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(g) The Loan Parties shall timely pay to the relevant taxing authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(h) As soon as practicable after any payment of any Taxes by any Loan Party to a taxing authority pursuant to this Section 7.6, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such taxing authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(i) For purposes of this Section 7.6, the term "Lender" includes any Issuing Lender and the term "applicable law" includes FATCA.

(j) Each party's obligations under this Section 7.6 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the

replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

SECTION 8
INCREASED COSTS; SPECIAL PROVISIONS FOR LIBOR LOANS.

8.1. Increased Costs.

(a) If any Change in Law (i) imposes, modifies or deems applicable any reserve (including any reserve imposed by the FRB, but excluding any reserve included in the determination of the LIBOR Rate pursuant to Section 4), special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by any Lender; or (ii) shall impose on any Lender any other condition (excluding Taxes, which for the avoidance of doubt are addressed in Section 7.6) affecting its LIBOR Loans, its Note or its obligation to make LIBOR Loans; and the result of anything described in clauses (i) and (ii) above is to increase the cost to (or to impose a cost on) such Lender (or any LIBOR Office of such Lender) of making or maintaining any LIBOR Loan, or to reduce the amount of any sum received or receivable by such Lender (or its LIBOR Office) under this Agreement or under its Note with respect thereto, then upon demand by such Lender (which demand shall be accompanied by a statement setting forth the basis for such demand and a calculation of the amount thereof in reasonable detail, a copy of which shall be furnished to Administrative Agent), Borrower shall pay directly to such Lender such additional amount as will compensate such Lender for such increased cost or such reduction, so long as such amounts have accrued on or after the day which is 180 days prior to the date on which such Lender first made demand therefor.

(b) If any Lender shall reasonably determine that any Change in Law has or would have the effect of reducing the rate of return on any Lender's or any Person controlling such Lender's capital as a consequence of such Lender's obligations hereunder or under any Letter of Credit to a level below that which such Lender or such controlling Person could have achieved but for such change, adoption, phase-in or compliance (taking into consideration such Lender's or such controlling Person's policies with respect to capital adequacy) by an amount deemed by such Lender or such controlling Person to be material, then from time to time, upon demand by such Lender (which demand shall be accompanied by a statement setting forth the basis for such demand and a calculation of the amount thereof in reasonable detail, a copy of which shall be furnished to Administrative Agent), Borrower shall pay to such Lender such additional amount as will compensate such Lender or such controlling Person for such reduction so long as such amounts have accrued on or after the day which is 180 days prior to the date on which such Lender first made demand therefor.

8.2. Basis for Determining Interest Rate Inadequate or Unfair. If:

(a) Administrative Agent reasonably determines (which determination shall be binding and conclusive on Borrower) that by reason of circumstances affecting the interbank LIBOR market adequate and reasonable means do not exist for ascertaining the applicable LIBOR Rate; or

(b) the Required Lenders advise Administrative Agent that the LIBOR Rate as determined by Administrative Agent will not adequately and fairly reflect the cost to such Lenders of maintaining or funding LIBOR Loans for such Interest Period (taking into account any amount to which such Lenders may be entitled under Section 8.1) or that the making or funding of LIBOR Loans has become impracticable as a result of an event occurring after the date of this Agreement which in the opinion of such Lenders materially affects such Loans;

then Administrative Agent shall promptly notify the other parties thereof and, so long as such circumstances shall continue, (i) no Lender shall be under any obligation to make LIBOR Loans and (ii) on the last day of the current Interest Period for each LIBOR Loan, such Loan shall, unless then repaid in full, automatically convert to a Base Rate Loan.

8.3. Changes in Law Rendering LIBOR Loans Unlawful. If any change in, or the adoption of any new, law or regulation, or any change in the interpretation of any applicable law or regulation by any governmental or other regulatory body charged with the administration thereof, should make it (or in the good faith judgment of any Lender cause a substantial question as to whether it is) unlawful for any Lender to make, maintain or fund LIBOR Loans, then such Lender shall promptly notify each of the other parties hereto and, so long as such circumstances shall continue, (a) such Lender shall have no obligation to make a LIBOR Loan (but shall make Base Rate Loans concurrently with the making of LIBOR Loans by the Lenders which are not so affected, in each case in an amount equal to the amount of LIBOR Loans which would be made by such Lender at such time in the absence of such circumstances) and (b) on the last day of the current Interest Period for each LIBOR Loan of such Lender (or, in any event, on such earlier date as may be required by the relevant law, regulation or interpretation), such LIBOR Loan shall, unless then repaid in full, automatically convert to a Base Rate Loan. Each Base Rate Loan made by a Lender which, but for the circumstances described in the foregoing sentence, would be a LIBOR Loan (an "Affected Loan") shall remain outstanding for the period corresponding to the Group of LIBOR Loans of which such Affected Loan would be a part absent such circumstances.

8.4. Funding Losses. Borrower hereby agrees that within 30 days after demand by any Lender (which demand shall be accompanied by a statement setting forth the basis for the amount being claimed, a copy of which shall be furnished to Administrative Agent), Borrower will indemnify such Lender against any net loss or expense (other than loss of profit) which such Lender may sustain or incur (including any net loss or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain any LIBOR Loan), as reasonably determined by such Lender, as a result of (a) any payment, prepayment or conversion of any LIBOR Loan of such Lender on a date other than the last day of an Interest Period for such Loan (including any conversion pursuant to Section 8.3) or (b) any failure of Borrower to borrow, prepay, convert or continue any Loan on a date specified therefor in a notice of borrowing, prepayment, conversion or continuation pursuant to this Agreement. For this purpose, all notices to Administrative Agent pursuant to this Agreement shall be deemed to be irrevocable.

8.5. Right of Lenders to Fund through Other Offices. Each Lender may, if it so elects, fulfill its commitment as to any LIBOR Loan by causing a foreign branch or Affiliate of such Lender to make such Loan; provided that in such event for the purposes of this Agreement such

Loan shall be deemed to have been made by such Lender and the obligation of Borrower to repay such Loan shall nevertheless be to such Lender and shall be deemed held by it, to the extent of such Loan, for the account of such branch or Affiliate.

8 . 6 . Discretion of Lenders as to Manner of Funding. Notwithstanding any provision of this Agreement to the contrary, each Lender shall be entitled to fund and maintain its funding of all or any part of its Loans in any manner it sees fit, it being understood, however, that for the purposes of this Agreement all determinations hereunder shall be made as if such Lender had actually funded and maintained each LIBOR Loan during each Interest Period for such Loan through the purchase of deposits having a maturity corresponding to such Interest Period and bearing an interest rate equal to the LIBOR Rate for such Interest Period.

8.7. Mitigation of Circumstances; Replacement of Lenders.

(a) Each Lender shall promptly notify Borrower and Administrative Agent of any event of which it has knowledge which will result in, and will use reasonable commercial efforts available to it (and not, in such Lender's sole judgment, otherwise disadvantageous to such Lender) to mitigate or avoid, (i) any obligation by Borrower to pay any amount pursuant to Sections 7.6 or 8.1 or (ii) the occurrence of any circumstances described in Sections 8.2 or 8.3 (and, if any Lender has given notice of any such event described in clause (i) or (ii) above and thereafter such event ceases to exist, such Lender shall promptly so notify Borrower and Administrative Agent). Without limiting the foregoing, each Lender will designate a different funding office if such designation will avoid (or reduce the cost to Borrower of) any event described in clause (i) or (ii) above and such designation will not, in such Lender's sole judgment, be otherwise disadvantageous to such Lender.

(b) If Borrower becomes obligated to pay additional amounts to any Lender pursuant to Sections 7.6 or 8.1, or any Lender gives notice of the occurrence of any circumstances described in Sections 8.2 or 8.3, or any Lender becomes a Defaulting Lender, Borrower may designate another bank which is acceptable to Administrative Agent and the Issuing Lender in their reasonable discretion (such other bank being called a "Replacement Lender") to purchase the Loans of such Lender and such Lender's rights hereunder, without recourse to or warranty by, or expense to, such Lender, for a purchase price equal to the outstanding principal amount of the Loans payable to such Lender plus any accrued but unpaid interest on such Loans and all accrued but unpaid fees owed to such Lender and any other amounts payable to such Lender under this Agreement and any other Loan Document, and to assume all the obligations of such Lender hereunder, and, upon such purchase and assumption (pursuant to an Assignment Agreement), such Lender shall no longer be a party hereto or have any rights hereunder (other than rights with respect to indemnities and similar rights applicable to such Lender prior to the date of such purchase and assumption) and shall be relieved from all obligations to Borrower hereunder, and the Replacement Lender shall succeed to the rights and obligations of such Lender hereunder.

8.8. Conclusiveness of Statements; Survival of Provisions. Determinations and statements of any Lender pursuant to Sections 8.1, 8.2, 8.3 or 8.4 shall be conclusive absent demonstrable error. Lenders may use reasonable averaging and attribution methods in determining compensation under Sections 8.1 and 8.4, and the provisions of such Sections shall

survive repayment of the Obligations, cancellation of any Note(s), expiration or termination or Cash Collateralization of the Letters of Credit and termination of this Agreement.

SECTION 9
REPRESENTATIONS AND WARRANTIES.

To induce Administrative Agent and the Lenders to enter into this Agreement and to induce the Lenders to make Loans and participate in Letters of Credit hereunder and the Issuing Lenders to issue Letters of Credit hereunder, Borrower represents and warrants to Administrative Agent and the Lenders that on the Closing Date and on each date required by Section 12.2.1(a) of the Credit Agreement and on any other date required in any Loan Document:

9.1. Organization. Each Loan Party and its Subsidiaries is validly existing and in good standing under the laws of its jurisdiction of organization; and each Loan Party and its Subsidiaries is duly qualified to do business in each jurisdiction where, because of the nature of its activities or properties, such qualification is required, except for such jurisdictions where the failure to so qualify would not have a Material Adverse Effect.

9.2. Authorization; No Conflict. Each Loan Party is duly authorized to execute and deliver each Loan Document to which it is a party, Borrower is duly authorized to borrow monies hereunder and each Loan Party is duly authorized to perform its Obligations under each Loan Document to which it is a party. The execution, delivery and performance by each Loan Party of each Loan Document to which it is a party, and the borrowings by Borrower hereunder, do not and will not (a) require any consent or approval of any governmental agency or authority (other than any consent or approval which has been obtained and is in full force and effect), (b) conflict with (i) any provision of law, (ii) the charter, by-laws or other organizational documents of any Loan Party or (iii) any agreement, indenture, instrument or other document, or any judgment, order or decree, which is binding upon any Loan Party or any of their respective properties, except, in the case of clauses (i) and (iii), to the extent such violations would not reasonably be expected to result in a Material Adverse Effect or (c) require, or result in, the creation or imposition of any Lien on any asset of any Loan Party (other than Liens in favor of Administrative Agent created pursuant to the Collateral Documents or permitted by Section 11.2).

9.3. Validity and Binding Nature . Each of this Agreement and each other Loan Document to which any Loan Party is a party is the legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

9.4. Financial Condition. The audited consolidated financial statements of each of (i) Club Pilates Franchise, LLC and its Subsidiaries, Cycle Bar Holdco LLC and its Subsidiaries, St. Gregory Holdco, LLC and its Subsidiaries, AKTF and its Subsidiaries, SLF and its Subsidiaries and RHF and its Subsidiaries for the Fiscal Year ended December 31, 2017, (ii) the unaudited consolidated financial statements of such Persons for the four month period ended April 30, 2018, and (iii) the audited consolidated financial statements for Pure Barre and its Subsidiaries

for the Fiscal Year ended December 31, 2017 and the unaudited consolidated financial statements for such Persons for the eight month-period ended September 30, 2018, copies of each of which have been delivered to each Lender, were prepared in accordance with GAAP (subject, in the case of such unaudited statements, to GAAP to cash adjustment, to the absence of footnotes and to normal year-end adjustments and with franchise fee revenue recognition as permitted by Section 1.3(a) hereof) and present fairly in all material respects the financial condition of Borrower and its Subsidiaries as at such dates and the results of their operations for the periods then ended.

9.5. No Material Adverse Change. Since December 31, 2017, there has been no material adverse change in the financial condition, operations, assets or business of the Loan Parties taken as a whole.

9.6. Litigation and Contingent Liabilities. No litigation (including derivative actions), arbitration proceeding or governmental investigation or proceeding is pending or, to any Loan Party's knowledge, threatened against any of the Loan Parties and its Subsidiaries which could reasonably be expected to have a Material Adverse Effect, except as set forth in Schedule 9.6. As of the Closing Date, other than any liability incident to such litigation or proceedings, none of the Loan Parties and their Subsidiaries has any material contingent liabilities which would reasonably be expected to have a Material Adverse Effect not listed on Schedule 9.6 or permitted by Section 11.1.

9.7. Ownership of Properties; Liens. As of the Closing Date, except as would not reasonably be expected to result in a Material Adverse Effect, each of the Loan Parties and its Subsidiaries owns good and, in the case of real property, marketable title to, and in the case of leased real property, a valid leasehold interest in, all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever (including any registered or issued patents, trademarks, trade names, service marks and copyrights), free and clear of all Liens, charges, and claims (including infringement claims with respect to any registered or issued patents, trademarks, service marks, and copyrights owned by that Loan Party and/or that Subsidiary), except as permitted by Section 11.2. No effective financing statement or other public notice effective to create or perfect a security interest with respect to all or any part of the Collateral is on file or of record in any public office, except filings (i) evidencing Permitted Liens and filings for which termination statements have been delivered to Administrative Agent, and (ii) with respect to terminated security interests in intellectual property at the United States Patent and Trademark Office or United States Copyright Office, or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof including, without limitation, the Canadian Intellectual Property Office.

9.8. Equity Ownership; Subsidiaries. All issued and outstanding Capital Securities of each Loan Party and its Subsidiaries (other than Holdings) are duly authorized and validly issued, fully paid and to the extent such Loan Party is a corporation, non-assessable and free and clear of all Liens other than those in favor of Administrative Agent, and such securities were issued in compliance in all material respects with all applicable state, provincial and federal laws, as the case may be, concerning the issuance of securities. Schedule 9.8 sets forth the authorized Capital Securities of each of the Loan Parties and its Subsidiaries as of the Closing Date. All of the issued and outstanding Capital Securities of each of the Loan Parties and its Subsidiaries are

owned as set forth on Schedule 9.8 as of the Closing Date, and all of the issued and outstanding Capital Securities of each Wholly-Owned Subsidiary are, directly or indirectly, owned by Borrower. As of the Closing Date, except as set forth on Schedule 9.8, there are no pre-emptive or other outstanding rights, options, warrants, conversion rights or other similar agreements or understandings for the purchase or acquisition of any Capital Securities of any of the Loan Parties and its Subsidiaries.

9.9. Pension Plans.

(a) Except as would not reasonably be expected to have a Material Adverse Effect: (i) the Unfunded Liability of all Pension Plans does not in the aggregate exceed twenty percent of the Total Plan Liability for all such Pension Plans; (ii) except as would not reasonably be expected to have a Material Adverse Effect, each Pension Plan complies in all material respects with all applicable requirements of law and regulations; (iii) no contribution failure under Section 430 of the Code, Section 303 of ERISA or the terms of any Pension Plan has occurred with respect to any Pension Plan, that will give rise to a Lien under Section 303(k) of ERISA; (iv) there are no pending or, to the knowledge of any Loan Party, threatened, claims, actions, investigations or lawsuits against any Pension Plan, any fiduciary of any Pension Plan, or Borrower or other member of the Controlled Group with respect to a Pension Plan or a Multiemployer Pension Plan which could reasonably be expected to result in material liability to Borrower or any other Loan Party; (v) neither Borrower nor any other member of the Controlled Group has engaged in any prohibited transaction (as defined in Section 4975 of the Code or Section 406 of ERISA) in connection with any Pension Plan or Multiemployer Pension Plan; (vi) within the past five years, neither Borrower nor any other member of the Controlled Group has engaged in a transaction that resulted in a Pension Plan with an Unfunded Liability being transferred out of the Controlled Group; and (vii) no Termination Event has occurred or is reasonably expected to occur with respect to any Pension Plan.

(b) Except as would not reasonably be expected to have a Material Adverse Effect: (a) all contributions (if any) have been made to any Multiemployer Pension Plan that are required to be made by Borrower or any other member of the Controlled Group under the terms of the plan or of any collective bargaining agreement or by applicable law; (b) neither Borrower nor any other member of the Controlled Group has withdrawn or partially withdrawn from any Multiemployer Pension Plan, incurred any withdrawal liability with respect to any such plan that remains outstanding or received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such plan that remains outstanding, and no condition has occurred which, if continued, could reasonably be expected to result in a withdrawal or partial withdrawal from any such plan; and (c) neither Borrower nor any other member of the Controlled Group has received any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions are reasonably expected to be required to avoid a reduction in plan benefits or the imposition of any excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or is reasonably expected to be terminated, or that any such plan is insolvent.

(c) No Loan Party maintains or contributes to any Canadian Defined Benefit Plan.

9.10. Investment Company Act. No Loan Party is required to be registered as an "investment company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company," within the meaning of the Investment Company Act of 1940.

9.11. Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance with the requirements of all laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

9.12. Regulation U. Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

9.13. Taxes. Each Loan Party and its Subsidiaries has filed all federal, state and local income tax returns and reports and all other material tax returns and reports required by law to have been filed by it (after giving effect to filing extensions) and has paid all federal, state and local income and other material taxes and governmental charges due and payable with respect to such return, except any such taxes or charges which are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with past custom and practice shall have been set aside on its books. The Loan Parties and their Subsidiaries have made adequate reserves on their books and records in accordance with their past custom and practice for all unpaid Federal and other material taxes of the Loan Parties and their Subsidiaries for operations and transactions that have accrued but which are not yet due and payable. Except as set forth on Schedule 9.13, no Loan Party has participated in any transaction that relates to a year of the taxpayer (which is still open under the applicable statute of limitations) which is a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2) (irrespective of the date when the transaction was entered into).

9.14. Solvency, etc. As of the Closing Date and immediately after giving effect to the issuance of each Letter of Credit and making of each Loan hereunder and the after giving effect to the application of the proceeds of each Loan, with respect to the Loan Parties (taken as a whole), (a) the fair value of their assets on a going concern basis is greater than the amount of its liabilities (including disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated in accordance with GAAP, (b) the present fair saleable value of their assets on a going concern basis is not less than the amount that will be required to pay the probable liability on its debts as they become absolute and matured, (c) they are able to realize upon its assets and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business, and (d) they do not have unreasonably small capital to conduct the business in which they are now engaged as such business is now conducted and proposed to be conducted following the Closing Date. In computing the amount of contingent or unliquidated liabilities at any time, such liabilities shall be computed at the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

9.15. Environmental Matters. The on-going operations of each of the Loan Parties and its Subsidiaries comply in all respects with all Environmental Laws, except for such non-compliance which would not (if enforced in accordance with applicable law) reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. Each of the Loan Parties and its Subsidiaries has obtained, and maintained in good standing, all licenses, permits, authorizations, registrations and other approvals required under any Environmental Law and required for their respective ordinary course operations, and for their reasonably anticipated future operations, and each of the Loan Parties and its Subsidiaries is in compliance with all terms and conditions thereof, except where the failure to obtain, maintain or comply would not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. None of the Loan Parties or their Subsidiaries and none of their properties or operations is subject to, or reasonably anticipates the issuance of, any written order from or agreement with any federal, state, provincial or local governmental authority, nor subject to any judicial or docketed administrative or other proceeding, respecting any Environmental Law, Environmental Claim or Hazardous Substance, except as would not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. There are no conditions of contamination by Hazardous Substances or other environmental conditions or circumstances existing with respect to any property, arising from operations prior to the Closing Date, or relating to any waste disposal, of any Loan Party or any Subsidiary thereof that would reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. No Loan Party nor any Subsidiary has any underground storage tanks that are not properly registered or permitted under applicable Environmental Laws or that at any time have released, leaked, disposed of or otherwise discharged Hazardous Substances that would reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect.

9.16. Insurance. Each Loan Party and its Subsidiaries and their respective properties are insured with what are reasonably believed by the Borrower to be financially sound and reputable insurance companies which are not Affiliates of the Loan Parties, in such amounts, with such deductibles and covering such risks as are customarily carried by companies of similar size, engaged in similar businesses and owning similar properties in localities where such Loan Parties and Subsidiaries operate.Real Property. Set forth on Schedule 9.17 is a complete and accurate list, as of the Closing Date, of the address of all material real property owned or leased by any of the Loan Parties and their Subsidiaries, together with, in the case of leased property, the name and mailing address of the lessor of such property. Each of the Loan Parties and their respective Subsidiaries enjoys peaceful and undisturbed possession under all real property leases, space sharing agreements or similar arrangements to which such Loan Party or Subsidiary is a party or under which such Loan Party or Subsidiary is operating its businesses, except to the extent the failure to do so would not reasonably be expected to result in a Material Adverse Effect. Each of the Loan Party's and their respective Subsidiaries' real property leases, space sharing agreements or similar arrangements are valid and subsisting and no Loan Party or Subsidiary has knowledge of a default by such Loan Party or Subsidiary under any such lease, agreement or arrangement, except to the extent the failure to do so or such default would not reasonably be expected to result in a Material Adverse Effect.Information. All factual information concerning the Loan Parties and their Subsidiaries (other than projections, budgets, estimates, other forward looking information and any general industry or market data) heretofore or contemporaneously herewith furnished in writing by any Loan Party to Administrative Agent or any Lender for purposes of or in connection with this Agreement and the transactions

contemplated hereby is, and all written information hereafter furnished by or on behalf of any Loan Party to Administrative Agent or any Lender pursuant hereto or in connection herewith will be, when taken as a whole, true and accurate in every material respect on the date as of which such information is dated or certified, and none of such information, taken as a whole, is or will be incomplete by omitting to state any material fact necessary to make such information not materially misleading when taken as a whole and in light of the circumstances under which made and as of the time at which made (it being recognized by Administrative Agent and the Lenders that any projections and forecasts provided by Borrower are based on good faith estimates and assumptions believed by Borrower to be reasonable as of the date of the applicable projections or assumptions and that actual results during the period or periods covered by any such projections and forecasts may differ materially from projected or forecasted results).

9.19. Intellectual Property. Except as set forth on Schedule 9.19, as of the Closing Date, each of the Loan Parties and its Subsidiaries owns and possesses or has a license or other right to use or exploit all rights in patents trademarks, trade names, service marks, copyrights, and all other intellectual property rights as are necessary for the conduct of the business of such Loan Party or Subsidiary as currently conducted by such Loan Party or Subsidiary, without any infringement upon rights of others which could reasonably be expected to have a Material Adverse Effect.

9.20. Burdensome Obligations. None of the Loan Parties or their Subsidiaries is a party to any agreement or contract or subject to any restriction contained in its organizational documents which could reasonably be expected to have a Material Adverse Effect.

9.21. Labor Matters. Except as set forth on Schedule 9.21, no Loan Party is subject to any labor or collective bargaining agreement. There are no existing or threatened strikes, lockouts or other labor disputes involving any Loan Party that singly or in the aggregate could reasonably be expected to have a Material Adverse Effect. Hours worked by and payment made to employees of the Loan Parties are not in violation of the Fair Labor Standards Act or any other applicable law, rule or regulation dealing with such matters, except as could not reasonably be expected to have a Material Adverse Effect.

9.22. Anti-Terrorism Laws.

(a) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or subsidiary thereof) is in violation in any material respects of any applicable United States or Canada requirements of law relating to counter-terrorism, economic sanctions or anti-money laundering (the "Anti-Terrorism Laws"), including the United States Executive Order No. 13224 on Terrorist Financing (the "Anti-Terrorism Order"), the Patriot Act and Canadian AML Laws.

(b) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or subsidiary thereof) (i) is listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order, (ii) is owned or controlled by, or acting for or on behalf of, any person listed in the annex to, or is otherwise targeted under the provisions of, the Anti-Terrorism Order, (iii) commits, threatens or conspires to commit or supports "terrorism" as defined in the Anti-Terrorism Order or (iv) is named as a "specially designated national and blocked person" in the

most current list (the "SDN List") published by the U.S. Treasury Department's Office of Foreign Asset Control ("OFAC").

(c) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Affiliate thereof) (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in clauses (b)(i), (b)(ii) and (b)(iv) above, (ii) deals in, or otherwise engages in any transactions relating to, any property or interests in property blocked pursuant to the Anti-Terrorism Order or any Canadian AML Laws or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

9.23. No Default. No Default or Event of Default exists or would result from the incurrence by any Loan Party of any Debt hereunder or under any other Loan Document.

9.24. Economic Sanctions and AML. Borrower and each Subsidiary of Borrower is and will remain in compliance in all material respects with all applicable U.S. and Canada economic sanctions and related international trade laws, Executive Orders and implementing regulations including as promulgated by OFAC, and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act ("BSA") and all regulations issued pursuant to it. Neither Borrower nor any Subsidiary of Borrower (i) is a Person designated on the SDN List with which a U.S. Person cannot deal with or otherwise engage in business transactions, (ii) is a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with such Person or (iii) is controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under U.S. law. If Borrower is required to file annual or quarterly reports under Section 13(a) of the Securities and Exchange Act of 1934 the foregoing sentence shall apply to Affiliates of Borrower as well.

9.25. Patriot Act and Anti-Bribery. Borrower and each Subsidiary of Borrower are in compliance to the extent applicable with (a) the Trading with the Enemy Act, and each of the OFAC regulations (31 CFR, Subtitle B Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (b) the Patriot Act and (c) other federal or state laws relating to "know your customer" and anti-money laundering rules and regulations including Canadian AML Laws. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977 or any Canadian AML Laws.

9.26. Related Agreements, etc.

(a) Borrower has heretofore furnished Administrative Agent a true and correct copy of the Related Agreements.

(b) Each Loan Party has duly taken all necessary corporate, partnership or other organizational action to authorize the execution, delivery and performance of the Related Agreements and the consummation of transactions contemplated thereby.

(c) The Related Transactions will comply with all applicable legal requirements, and all necessary governmental, regulatory, creditor, shareholder, partner, and other material consents, approvals, and exemptions required to be obtained by the Loan Parties and, to each Loan Party's knowledge, each other party to the Related Agreements in connection with the Related Transactions will be, prior to consummation of the Related Transactions, duly obtained and will be in full force and effect. As of the date of the Related Agreements, all applicable waiting periods with respect to the Related Transactions will have expired without any action being taken by any competent governmental authority which restrains, prevents or imposes material adverse conditions upon the consummation of the Related Transactions.

(d) The execution and delivery of the Related Agreements did not, and the consummation of the Related Transactions will not, violate any statute or regulation of the United States (including any securities law) or of any state or other applicable jurisdiction, or any order, judgment, or decree of any court or governmental body binding on any Loan Party or, to any Loan Party's knowledge, any other party to the Related Agreements, or result in a breach of, or constitute a default under, any material agreement, indenture, instrument, or other document, or any judgment, order, or decree, to which any Loan Party is a party or by which any Loan Party is bound or, to any Loan Party's knowledge, to which any other party to the Related Agreements is a party or by which any such party is bound.

(e) As of the Closing Date, no statement or representation made in the Related Agreements by any Loan Party or, to any Loan Party's knowledge, any other Person, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading in any material respect.

9.27. Franchise Matters. Since September 1, 2016, LBF is the only Person that has operated an "@ the LB" Franchise System or offered or sold "@ the LB" Franchises, and S415 is the only Person that has operated a "Shred415" Franchise System or offered "Shred415" Franchises. The "@ the LB" Franchise System is the only Franchise System that LBF has operated, and "Shred415" is the only Franchise System that S415 has operated. Except as set forth on Schedule 9.27(a), neither the Company nor any Subsidiary of the Company has offered or sold or otherwise granted rights to any Person conferring upon that Person area development, area representative, master franchise, sub-franchise or other multi-unit or multilevel rights with respect to the "Shred415" and "@ the LB" brands.

(b) Since April 1, 2014, CBF and its Subsidiaries are the only Persons that have operated the "CycleBar" Franchise System or offered or sold "CycleBar" Franchises. The "CycleBar" Franchise System is the only franchise network or system that CBF and its Subsidiaries have operated. Except as set forth on Schedule 9.27(b), neither CBF nor any Subsidiary of any of the Companies has offered or sold or otherwise granted rights to any Person conferring upon that Person area development, area representative, master franchise, sub-franchise or other multi-unit or multilevel rights with respect to the "CycleBar" brand.

(c) Since March 2, 2015, CPF is the only Person that has operated a "Club Pilates" franchise system or offered or sold "Club Pilates" franchises. The "Club Pilates" Franchise System is the only franchise system that CPF has operated. Except as set forth on Schedule 9.27(c), neither CPF nor any other Subsidiary of any of the Companies has offered or sold or otherwise granted rights to any Person conferring upon that Person area development, area representative, master franchise, sub-franchise or other multi-unit or multilevel rights with respect to the "Club Pilates" brand. Only CPF has entered into the Franchise Agreements. Except as set forth on Schedule 9.27(c), all Franchise Agreements entered into by CP Global, LLC were validly assigned to CPF on March 12, 2015 and all such Franchise Agreements remain binding on the parties and their assignee(s).

(d) (i) The Franchisors are the only Subsidiaries of any of the Companies that have offered Franchises or entered into Franchise Agreements. Except as set forth on Schedule 9.27(d), all Franchise Agreements entered into by the Franchisors remain binding on the parties and their assignee(s). (ii) AKTF is the only Person that has operated an "AKT in Motion" franchise system or offered or sold "AKT in Motion" franchises. The "AKT in Motion" Franchise System is the only franchise system that AKTF has operated. RHF is the only Person that has operated a "Row House" franchise system or offered or sold "Row House" franchises. The "Row House" Franchise System is the only franchise system that RHF has operated. SLF is the only Person that has operated a "Stretch Lab" franchise system or offered or sold "Stretch Lab" franchises. The "Stretch Lab" Franchise System is the only franchise system that SLF has operated. The "Pure Barre" Franchise System is the only franchise system that Pure Barre has operated.

(e) Schedule 9.27(e) contains, as of the date set forth in such Schedule, a complete and accurate list of all currently effective Franchise Agreements (excluding Area Representative Agreements, Development Agreements and Master Franchise Agreements, which are disclosed in Schedule 9.27(p)) between any of the Franchisors and any Franchisee, including the following information for each such Franchise Agreement, which information reflects the provisions of each such Franchise Agreement currently in effect after taking into account all waivers, alterations, amendments or other modifications thereof (including those responsive to clause (ix) below): (i) the Franchise System licensed, (ii) the business address of each franchised location operated by such Franchisee, (iii) the name, address and telephone number of the Franchisee, (iv) the royalty rate required to be paid by the Franchisee, (v) the required Marketing Fund Contribution Rate, (vi) the required minimum monthly royalty, (vii) the stated effective date or the effective date reflected by the Franchisor's date of signature, (viii) the renewal date if such date is not 10 years after the effective date, and (ix) whether or not there have been any material waivers, alterations, amendments or other material modifications of any Franchise Agreement (including changes related to any fees, costs, expenses, defaults, covenants, term, termination, renewal or transfer rights, or other material obligations of a Franchisee) since the execution of such Franchise Agreement that a Franchisor has agreed to, entered into or acquiesced to.

(f) Except as set forth on Schedule 9.27(f), to the Companies' Knowledge, no Franchisee is in, or has received written notice of, any material violation or material default of (including any condition that with the passage of time or the giving of notice, or both, would cause such a material violation or material default under) any Franchise Agreement. None of the

Franchisors are in, nor have any of them received written notice of any, violation of or default under (including any condition that with the passage of time or the giving of notice, or both, would cause such a violation or default under) any Franchise Agreement or that would permit termination or rescission of any such Franchise Agreement. None of the Franchisors have received any written demand by any Franchisee for rescission of any Franchise Agreement. To the Companies' Knowledge, (i) there is no basis for any claim by any Franchisee for rescission of any Franchise Agreement, and (ii) no Franchisee is entitled to any set-off or reduction in any payment required under any Franchise Agreement. Each Franchise Agreement is a valid and binding agreement between the applicable Franchisor and such Franchisee, and is in full force and effect, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(g) Schedule 9.27(g) sets forth a list of all forms of FDDs that the Franchisors have used to offer or sell Franchises. The Companies have made available to the Administrative Agent accurate and complete copies of each such form of FDD.

(h) Except as set forth on Schedule 9.27(h) and except for such noncompliance as would not either individually or in the aggregate reasonably be expected to be material, the Franchisors are and since their formation have been, in compliance with all applicable Franchise Laws in connection with the offer and sale of Franchises, the ongoing relationships with current and former Franchisees, the termination, non-renewal and transfers of Franchises, and the operation and administration of their Franchise Systems.

(i) To the Companies' Knowledge, no current or former Franchisee, or any governmental authority, has delivered written notice to any of the Franchisors alleging that any of the Franchisors failed to comply with any applicable Laws during the offer and sale of a Franchise or the operation of either of their Franchise Systems.

(j) Schedule 9.27(j) contains a summary of all (i) Franchise-related or Franchisee-related proceedings, orders, material complaints or material disputes raised since formation, (ii) proceedings or orders required to be disclosed in FDDs under applicable Franchise Laws, or (iii) other proceedings or complaints that are pending or, to the Companies' Knowledge, have been threatened against any of the Companies or any other Subsidiary of any of the Companies (including any of the Franchisors) since formation, (A) from any existing or former Franchisee, or (B) any association purporting to represent a group of Franchisees, except where such proceeding, either individually or in the aggregate, would not be expected to be material. There are no stop orders or other proceedings in effect or, to the Companies' Knowledge, threatened that would inhibit any of the Franchisors' ability to offer or sell Franchises or enter into Franchise Agreements immediately following the Closing Date, except for (x) any pending renewal filings and (y) any amendment filings and changes to their respective FDDs that might be required to describe the Related Transaction.

(k) To the Companies' Knowledge, since formation, all collections and contributions to the Marketing Funds have been undertaken in accordance with the terms and conditions of each Franchise Agreement, and the use and administration of the Marketing Fund contributions have at all times materially complied with all Franchise Agreements, FDDs and

Franchise Laws. The use of the Marketing Funds has not and does not violate any Franchise Law. There are no loans owed to, or owing from, the advertising program. To the Companies' Knowledge, there are no, and none of the Companies (including the Franchisors) have received written notice of, allegations that any of the expenditures from the advertising program have been improperly collected, accounted for, maintained, used or applied.

(l) Except as set forth on Schedule 9.27(l), none of the Companies or its Subsidiaries (including the Franchisors) have engaged or hired an agent, broker, third party, Franchisee or licensee to provide material services, assistance or support to any Franchisee or to identify, offer or sell to potential Franchisees.

(m) To the Companies' Knowledge, no franchise association or other organization is acting as a representative of any group of two or more Franchisees. Any franchise council or advisory group presently in place (whether independently formed or sponsored by a Franchisor) is purely advisory in nature. Except as set forth on Schedule 9.27(m), none of the Franchisors have granted any enforceable right of first refusal, option or other right or arrangement to sign any Franchise Agreement or acquire any Franchise Agreement.

(n) Except as set forth on Schedule 9.27(n), none of the Companies or any other Subsidiary of any of the Companies (including any of the Franchisors) has received, or been a party to any agreement, contract, obligation or commitment, whether oral or written, under which any of such entities has the right to receive, material rebates, other material payments or material consideration from suppliers or other third parties, including the ability to purchase products, goods and services at lower prices than those charged to Franchisees, on account of direct or indirect Franchisees' purchases from those suppliers or third parties. None of the Companies or any other Subsidiary of any of the Companies (including any of the Franchisors) has made any offer, promise, agreement, contract, obligation or commitment, whether oral or written, with respect to any future or contingent rebates or other payments from suppliers or other third parties to or for the benefit of a Franchisee or another Person. There are no agreements, contracts, obligations, commitment or special arrangements, whether oral or written, with any Franchisee that are prohibited by the applicable Franchise Agreement or that have not been properly disclosed in accordance with applicable Franchise Laws.

(o) Neither the execution of this Agreement nor the consummation of the Related Transaction requires the consent of any party to a Franchise Agreement or will result in a violation of or a default under, or give rise to a right of termination, modification, cancellation, rescission or acceleration of any material obligation or loss of material benefits under, any Franchise Agreement.

(p) Schedule 9.27(p) contains, as of the date set forth in such schedule, a complete and accurate list of all currently effective Area Representative Agreements, Development Agreements and Master Franchise Agreements between any of the Franchisors and any Franchisee, including the following information for each such Area Representative Agreements, Development Agreements and Master Franchise Agreements which information reflects the provisions of each such Area Representative Agreements, Development Agreements and Master Franchise Agreements currently in effect after taking into account all waivers, alterations, amendments or other modifications thereof: (i) the name, address and telephone

number of the Franchisee, (ii) the geographical area covered by such Area Representative Agreements, Development Agreements and Master Franchise Agreements, (iii) the number of Franchises currently open and operated by such Franchisee pursuant to the Area Representative Agreements, Development Agreements and Master Franchise Agreements including the business address of each; (iv) the development schedule showing the number of Franchises and the number and scheduled date of openings for each additional Franchise to be opened by such Franchisee; (v) the status as to whether the Franchisee is in compliance with the development schedule and the support services that are required under the Area Representative Agreements, Development Agreements and Master Franchise Agreements; (vi) the amount of the initial area representative fee, development fee or master franchise fee paid and number of Franchises remaining to be opened with the associated initial franchise fee required to be paid for those scheduled to be opened; (vii) the stated effective date of the Area Representative Agreements, Development Agreements and Master Franchise Agreements, term of the development schedule and stated expiration date of the Area Representative Agreements, Development Agreements and Master Franchise Agreements; (viii) whether or not there have been any material waivers, alterations, amendments or other material modifications of any Area Representative Agreements, Development Agreements and Master Franchise Agreements (including changes related to any fees, costs, expenses, defaults, covenants, term, development schedule, territory or development area, termination, renewal or transfer rights, or other material obligations of an area representative or Franchisee) since the execution of such Area Representative Agreements, Development Agreements and Master Franchise Agreements that the Franchisor has agreed to, entered into or acquiesced to; and (iv) the number of third-party Franchises supported by each Franchisee in its territory pursuant to the Area Representative Agreement.

(q) Each franchisee of the Franchisors is in compliance with the requirements of their Franchise Agreements to maintain coverage under such insurance policies, except to the extent such non-compliance could not reasonable be expected to result in material liability to the applicable Franchisor.

(r) Each Franchisor has appropriate data privacy and cyber liability policies and procedures in place that are customary for companies engaged in similar businesses as the Loan Parties.

(s) Each Franchisor has obtained an acknowledgment of receipt of the FDD from each of its renewing franchisees and new franchisees.

(t) Each Franchisor will review its FDD, Franchise Agreement, Operations Manuals, and standards and procedures no less frequently than on an annual basis and make any reasonably necessary revisions to minimize risks that its franchise relationship with its franchisees or franchisee personnel will be characterized as a joint employer relationship or expose the franchisor to claims of vicarious liability, and otherwise conform their FDD, Franchise Agreement, Operations Manuals, and standards and procedures with then-current customary practices for franchisors providing similar goods and services.

9.28. Holdings and Intermediate Holdings. Except as otherwise permitted under Section 10.12, (a) Holdings has not engaged in any activities other than acquiring all of the Capital Securities of Intermediate Holdings, acting as a holding company and transactions

incidental thereto, entering into and performing its obligations under the Loan Documents and the other Related Agreements and agreements permitted hereunder and does not hold any assets other than all of the issued and outstanding Capital Securities of Intermediate Holdings, and contractual rights and obligations pursuant to the Loan Documents, the Related Agreements, the Holdings LLC Agreement and any other agreement governing equity related matters and other documents incidental thereto and (b) Intermediate Holdings has not engaged in any activities other than acquiring all of the Capital Securities of Borrower, acting as a holding company and transactions incidental thereto, entering into and performing its obligations under the Loan Documents and the other Related Agreements and agreements permitted hereunder and does not hold any assets other than all of the issued and outstanding Capital Securities of Borrower, and contractual rights and obligations pursuant to the Loan Documents, the Related Agreements, the Purchase Agreement, the Intermediate Holdings LLC Agreement and any other agreement governing equity related matters and other documents incidental thereto. Location of Bank Accounts. Schedule 9.29 sets forth a complete and accurate list as of the Closing Date of all deposit, checking, and other bank accounts, all securities and other accounts maintained with any broker dealer or other securities intermediary, and all other similar accounts maintained by each Loan Party, together with a description thereof (including the bank, broker dealer, or securities intermediary at which each such account is maintained and the account number and the purpose thereof).

9.30. Material Contracts. Set forth on Schedule 9.30 is a complete and accurate list as of the Closing Date of all Material Contracts of each of the Loan Parties and their Subsidiaries, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (a) is in full force and effect and is binding upon and enforceable against each of the Loan Parties and their Subsidiaries that is a party thereto and, to each Loan Party's knowledge, all other parties thereto in accordance with its terms; (b) has not been otherwise amended or modified; and (c) is not in default due to the action of any of the Loan Parties and their Subsidiaries or, to the knowledge of any Loan Party, any other party thereto.

9.31. Employee and Labor Matters. There is (a) no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party or any Subsidiary thereof before any governmental authority and no grievance or arbitration proceeding pending or threatened against any of the Loan Parties and their Subsidiaries that arises out of or under any collective bargaining agreement; (b) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened against any of the Loan Parties and their Subsidiaries; or (c) to the knowledge of each Loan Party, no union representation question existing with respect to the employees of any of the Loan Parties and their Subsidiaries and no union organizing activity taking place with respect to any of the employees of any of the Loan Parties and their Subsidiaries. None of the Loan Parties and their ERISA Affiliates has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law that remains unpaid or unsatisfied. The hours worked and payments made to employees of each of the Loan Parties and their Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent any such violations could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All material payments due from any of the Loan Parties and their Subsidiaries on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of that Loan Party or that

Subsidiary, except where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.32. No Bankruptcy Filing. None of the Loan Parties and their Subsidiaries is contemplating either an Insolvency Proceeding or the liquidation of all or a major portion of that Loan Party's or that Subsidiary's assets or property, and no Loan Party has any knowledge of any Person contemplating an Insolvency Proceeding against any of the Loan Parties and their Subsidiaries.

9.33. Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN. Schedule 9.33 sets forth a complete and accurate list as of the Closing Date of (a) the exact legal name of each of the Loan Parties and their Subsidiaries; (b) the jurisdiction of organization of each of the Loan Parties and their Subsidiaries; (c) the organizational identification number of each Loan Party (or indicates that that Loan Party has no organizational identification number); (d) each place of business of each of the Loan Parties and their Subsidiaries; (e) the chief executive office of each of the Loan Parties and their Subsidiaries; and (f) the federal employer identification number of each Loan Party.

9.34. Hedging Agreements. None of the Loan Parties and their Subsidiaries is a party to, nor will it be a party to, any Hedging Agreement other than a bona fide (not speculative) unsecured Hedging Agreement, in form and substance reasonably acceptable to Administrative Agent.

SECTION 10
AFFIRMATIVE COVENANTS.

Until the expiration or termination of the Commitments and thereafter until all Obligations hereunder and under the other Loan Documents are Paid in Full, Borrower agrees that, unless at any time the Required Lenders shall otherwise expressly consent in writing, it will:

10.1. Reports, Certificates and Other Information. Furnish to Administrative Agent:

10.1.1. Annual Report. Within 120 days after the close of each Fiscal Year: (a) a copy of the annual audit report of Holdings and its Subsidiaries for such Fiscal Year, including therein consolidated balance sheets and statements of earnings and cash flows of Holdings and its Subsidiaries as at the end of such Fiscal Year, certified without adverse reference to going concern qualification by independent auditors of recognized standing selected by Borrower and reasonably acceptable to Administrative Agent (except to the extent such qualification is due to the scheduled maturity date of any Debt), together with a comparison with the budget for such Fiscal Year and a comparison with the previous Fiscal Year, (b) an internally prepared annual report of Holdings and its Subsidiaries for such Fiscal Year which internally prepared report shall reconcile the statements of earnings and cash flows of Holdings and its Subsidiaries as at the end of such Fiscal Year to the audit report solely to address the recognition of franchise fee income by Holdings and its Subsidiaries which recognition shall be as permitted pursuant to Section 1.3(a) hereof and (c) commencing with the Fiscal Year 2019, a balance sheet of Holdings and its Subsidiaries as of the end of that Fiscal Year and statement of earnings and cash

flows for Holdings and its Subsidiaries for that Fiscal Year, certified by a Senior Officer of Holdings.

10.1.2. Interim Reports. (a) Within 30 days after the end of each month, consolidated balance sheets of Holdings and its Subsidiaries as of the end of such month, together with consolidated statements of earnings and a consolidated statement of cash flows for such month and for the period beginning with the first day of such Fiscal Year and ending on the last day of such month, together with a comparison with the corresponding period of the previous Fiscal Year and a comparison with the budget for such period of the current Fiscal Year for the twelve month period ending on the last day of such month, certified by a Senior Officer of Borrower (which financial statements shall be in substantially the same form, and include substantially the same reporting items as the financial statements delivered to Administrative Agent prior to the Closing Date); and (b) within 30 days after the end of each Fiscal Quarter, consolidated balance sheets of Holdings and its Subsidiaries as of the end of such Fiscal Quarter, together with consolidated statements of earnings and a consolidated statement of cash flows for such Fiscal Quarter and for the period beginning with the first day of such Fiscal Year and ending on the last day of such Fiscal Quarter, together with a comparison with the corresponding period of the previous Fiscal Year and a comparison with the budget for such period of the current Fiscal Year for the twelve month period ending on the last day of such Fiscal Quarter, certified by a Senior Officer of Borrower (which financial statements shall be in substantially the same form, and include substantially the same reporting items as the financial statements delivered to Administrative Agent prior to the Closing Date); provided that for any comparison required pursuant to either clause (a) or (b) above for any period ending on or prior to September 30, 2018, such comparison does not need to include a cash flow statement. For any monthly period following December 31, 2018, Borrower shall deliver two sets of monthly or quarterly financial statements hereunder one which complies with GAAP (without giving effect to the carveout for franchise fee income in Section 1.3(a) hereof) (the "GAAP Compliant Financial Statements") and the other set reflecting the recognition of franchise fee income as required by Section 1.3(a) hereof; provided if the Administrative Agent has in its sole discretion agreed to permit Holdings and its Subsidiaries to utilize GAAP compliant reporting for purposes of the financial covenants and other provisions hereof only GAAP Compliance Financial Statements will be required to be delivered hereunder.

10.1.3. Compliance Certificates. Contemporaneously with the furnishing of a copy of each annual audit report pursuant to Section 10.1.1 and each set of annual and quarterly statements pursuant to Section 10.1.2 for each month ending on the last day of a Fiscal Quarter, (i) a duly completed compliance certificate in the form of Exhibit B, with appropriate insertions, dated the date of such annual report or such statements and signed by a Senior Officer of Borrower, containing a computation of each of the financial ratios set forth in Section 11.14 and to the effect that such officer has not become aware of any Default or Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it and (ii) a written statement of Holdings' management setting forth a discussion of Holdings' and its Subsidiaries' financial condition, changes in financial condition and results of operations.

10.1.4. Notice of Default, Litigation and ERISA Matters. Promptly upon a Senior Officer becoming aware of any of the following, written notice describing the same and the steps being taken by Borrower or the Subsidiary affected thereby with respect thereto:

(a) the occurrence of a Default or an Event of Default;

(b) any litigation, arbitration or governmental investigation or proceeding not previously disclosed by any Loan Party to the Lenders which has been instituted or, to the knowledge of a Senior Officer of the Borrower, is threatened against any Loan Party or Subsidiary of any Loan Party or to which any of the properties of any thereof is subject which, in each case, would reasonably be expected to have a Material Adverse Effect;

(c) to the extent a Senior Officer has knowledge that a Material Adverse Effect or Lien in excess of $1,000,000 on the assets of any Loan Party, would reasonably be expected to result therefrom, (i) the institution of any steps by any member of the Controlled Group or any other Person to terminate any Pension Plan, (ii) the failure of any member of the Controlled Group to make a required contribution to any Pension Plan (if such failure is sufficient to give rise to a Lien under Section 303(k) of ERISA) or to any Multiemployer Pension Plan, (iii) the taking of any action with respect to a Pension Plan which could reasonably be expected to result in the requirement that Borrower furnish a bond or other security to the PBGC or such Pension Plan, (iv) the occurrence of any event with respect to any Pension Plan or Multiemployer Pension Plan which could reasonably be expected to result in the incurrence by any member of the Controlled Group of any liability, fine or penalty (including any claim or demand for withdrawal liability from any Multiemployer Pension Plan), or (v) any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions are reasonably expected to be required to avoid a reduction in plan benefits or the imposition of an excise tax, that any such plan is or is reasonably expected to been funded at a rate less than that required under Section 412 of the Code, that any such plan is or will be terminated, or that any such plan is or is reasonably expected to become insolvent; or

(d) any cancellation (other than pursuant to a replacement or renewal thereof) or material adverse change in any insurance maintained by any Loan Party.

10.1.5. Management Reports. Promptly upon receipt thereof, copies of all detailed financial and management reports submitted to Holdings, Borrower or any Loan Party by independent auditors in connection with each annual or interim audit made by such auditors of the books of Holdings, Borrower or such Loan Party.

10.1.6. Projections. Not later than 60 days after the commencement of each Fiscal Year, financial projections for Holdings and its Subsidiaries for such Fiscal Year (including a business plan, monthly operating and cash flow budgets and a capital expenditures budget) prepared in a manner consistent with the projections delivered by Borrower to the Lenders prior to the Closing Date or otherwise in a manner reasonably satisfactory to Administrative Agent, accompanied by a certificate of a Senior Officer of Borrower to the effect that (a) the projections were prepared by Holdings in good faith; (b) Holdings has a reasonable basis for the assumptions contained in the projections, as of the date of delivery; and (c) the projections have been prepared in accordance with those assumptions (it being recognized by

Administrative Agent and the Lenders that any projections and forecasts provided by Holdings are based on good-faith estimates and assumptions believed by Holdings to be reasonable as of the date of the applicable projections or assumptions and that actual results during the period or periods covered by any such projections and forecasts may differ materially from projected or forecasted results).

10.1.7. Updated Schedule. Contemporaneously with the furnishing of each annual audit report pursuant to Section 10.1.1, an updated version of Schedule 9.17 showing information as of the date of such audit report (it being agreed and understood that this requirement shall be in addition to the other notice and delivery requirements set forth herein).

10.1.8. Related Transactions Notices. Promptly following receipt, copies of any material notices (including notices of default or acceleration) received in connection with the Related Transactions.

10.1.9. Material Contract Notices. Promptly following receipt, copies of any material notices (including notices of default) received in connection with any Material Contract that is a Franchise Agreement.

10.1.10. Other Information. Promptly from time to time, such other information reasonably related to the business or financial data, reports, appraisals and projections of the Loan Parties, their properties, collateral or business, as Administrative Agent may reasonably request; provided the Loan Parties shall not be obligated to provide such information to the extent such disclosure would, in the good faith determination of the Loan Parties, violate attorney-client privilege or applicable confidentiality requirements, constitute disclosure of attorney work product or otherwise be prohibited by law or fiduciary duty from disclosing.

10.2. Books, Records and Inspections. Keep, and cause each other Loan Party and their Subsidiaries to keep, its books and records in accordance with sound business practices sufficient to allow the preparation of financial statements in accordance with GAAP; permit, and cause each other Loan Party to permit, Administrative Agent or any representative thereof to inspect the corporate properties and operations (or any properties and operations if an Event of Default exists) of the Loan Parties; and permit, and cause each other Loan Party to permit, at any reasonable time and with reasonable notice (or at any time without notice if an Event of Default exists), Administrative Agent or any representative thereof to visit any or all of its offices, to discuss its financial matters with its officers and its independent auditors (and Borrower hereby authorizes such independent auditors to discuss such financial matters with Administrative Agent or any representative thereof so long as it has been afforded an opportunity to be present), and to examine (and, at the expense of the Loan Parties, photocopy extracts from) any of its books or other records; and permit, and cause each other Loan Party to permit, Administrative Agent and its representatives to inspect the Inventory and other tangible assets of the Loan Parties, to perform appraisals of the equipment of the Loan Parties, and to inspect, audit, check and make copies of and extracts from the books, records, computer data, computer programs, journals, orders, receipts, correspondence and other data relating to Inventory, Accounts and any other collateral, provided the Loan Parties shall not be obligated to provide such information to the extent such disclosure would, in the good faith determination of the Loan Parties, violate attorney-client privilege or applicable confidentiality requirements, constitute disclosure of

attorney work product or otherwise be prohibited by law or fiduciary duty from disclosing. All such inspections or audits by Administrative Agent shall be at Borrower's expense; provided that so long as no Default or Event of Default exists, Borrower shall not be required to reimburse any Lender or the Administrative Agent for inspections, audits or appraisals (x) for amounts in excess of $50,000 and (y) more frequently than twice each Fiscal Year.

10.3. Maintenance of Property; Insurance.

(a) Keep, and cause each of the Loan Parties and their Subsidiaries to keep, all property (other than intellectual property) useful and necessary in the business of the Loan Parties in good working order and condition, ordinary wear and tear, casualty loss and condemnation excepted, except (i) as permitted by Section 11.5, (ii) to the extent that any such properties are obsolete, are being replaced or, in the good faith judgment of such Loan Party or Subsidiary, are no longer useful or desirable in the conduct of the business of the Loan Parties and their Subsidiaries or (iii) where the failure to do so would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(b) Maintain, and cause each of the Loan Parties and their Subsidiaries to maintain, with responsible insurance companies, such insurance coverage as may be required by any law or governmental regulation or court decree or order applicable to it and such other insurance, to such extent and against such hazards and liabilities, as is customarily maintained by companies similarly situated (including, without limitation, business interruption insurance), but which shall insure against all risks and liabilities as are customarily carried by companies engaged in similar businesses; and, upon reasonable request of Administrative Agent, furnish to Administrative Agent original or electronic copies of policies evidencing such insurance, and a certificate setting forth in reasonable detail the nature and extent of all insurance maintained by the Loan Parties. Borrower shall cause each issuer of an insurance policy in respect of any Loan Party to provide Administrative Agent with an endorsement (i) showing Administrative Agent as lender's loss payee with respect to each policy of property or casualty insurance with respect to the Collateral and naming Administrative Agent as an additional insured with respect to each policy of liability insurance, (ii) providing that 30 days' notice will be given to Administrative Agent prior to any cancellation of, material reduction or change in coverage provided by or other material modification to such policy and (iii) reasonably acceptable in all other respects to Administrative Agent. Each Loan Party shall execute and deliver to Administrative Agent a collateral assignment, in form and substance satisfactory to Administrative Agent, of each business interruption insurance policy and representation and warranty insurance policy maintained by that Loan Party.

(c) UNLESS BORROWER PROVIDES ADMINISTRATIVE AGENT WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS AGREEMENT, ADMINISTRATIVE AGENT MAY PURCHASE INSURANCE AT BORROWER'S EXPENSE, AFTER NOTICE TO BORROWER OF SUCH INTENT, TO PROTECT ADMINISTRATIVE AGENT'S AND THE LENDERS' INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT ANY LOAN PARTY'S INTERESTS. THE COVERAGE THAT ADMINISTRATIVE AGENT PURCHASES MAY NOT PAY ANY CLAIM THAT IS MADE AGAINST ANY LOAN PARTY IN CONNECTION WITH THE COLLATERAL. BORROWER MAY LATER

CANCEL ANY INSURANCE PURCHASED BY ADMINISTRATIVE AGENT, AND ADMINISTRATIVE AGENT SHALL COOPERATE WITH BORROWER IN THIS REGARD, BUT ONLY AFTER PROVIDING ADMINISTRATIVE AGENT WITH EVIDENCE THAT BORROWER HAS OBTAINED INSURANCE AS REQUIRED BY THIS AGREEMENT. IF ADMINISTRATIVE AGENT PURCHASES INSURANCE FOR THE COLLATERAL, BORROWER WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT MAY BE IMPOSED WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE PRINCIPAL AMOUNT OF THE LOANS OWING HEREUNDER. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF THE INSURANCE THE LOAN PARTIES MAY BE ABLE TO OBTAIN ON THEIR OWN.

10.4. Compliance with Laws; Payment of Taxes and Liabilities. (a) Comply, and cause each of the Loan Parties and their Subsidiaries to comply, with all applicable laws, rules, regulations, decrees, orders, judgments, licenses and permits, except where failure to comply would not reasonably be expected to have a Material Adverse Effect; (b) without limiting clause (a) above, ensure, and cause each of the Loan Parties and their Subsidiaries to ensure, that no Person who owns a controlling interest in or otherwise controls any of the Loan Parties and their Subsidiaries is or shall be (i) listed on the SDN List, Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (ii) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, (c) without limiting clause (a) above, comply, and cause each of the Loan Parties and their Subsidiaries to comply, with all applicable BSA and anti-money laundering laws and regulations and (d) pay, and cause each of the Loan Parties and their Subsidiaries to pay, prior to delinquency, all Taxes and other governmental charges against it or any of its property, as well as claims of any kind which, if unpaid, could become a Lien on any of its property (other than Permitted Liens); provided that the foregoing shall not require any Loan Party or Subsidiary to pay any such Tax or charge so long as it shall contest the validity thereof in good faith by appropriate proceedings and shall set aside on its books adequate reserves with respect thereto in accordance with GAAP or would not reasonably be expected to result in a Material Adverse Effect, and, in the case of a claim which could become a Lien (other than a Permitted Lien) on any collateral, such contest proceedings shall stay the foreclosure of such Lien or the sale of any portion of the collateral to satisfy such claim.

10.5. Maintenance of Existence, etc. Maintain and preserve, and (subject to Section 11.5) cause each of the Loan Parties and their Subsidiaries to maintain and preserve, (a) its existence and good standing in the jurisdiction of its organization and (b) its qualification to do business and good standing in each jurisdiction where the nature of its business makes such qualification necessary (other than such jurisdictions in which the failure to be qualified or in good standing would not reasonably be expected to have a Material Adverse Effect).

10.6. Use of Proceeds. (i) Use the proceeds of the Loans, and the Letters of Credit under the Existing Credit Agreement, solely to finance the Related Transactions (as defined in the Existing Credit Agreement) and any related earn-outs, to finance the Club Pilates Royalty Buyout and transaction fees relating to the Club Pilates acquisition, to repay the Debt to be

Repaid (as defined in the Existing Credit Agreement), to pay fees and expenses related to the transactions contemplated hereby, for working capital purposes, for Permitted Acquisitions, and other Investments and Restricted Payments permitted hereunder, for Capital Expenditures and for other general business purposes; (ii) use the proceeds of the Additional Term A Loans, the Revolving Loans and the Letters of Credit to finance the Related Transaction, the Closing Date Acquisition and Permitted Acquisitions and associated fees and expenses, for working capital purposes, for the payment of costs and expenses associated with the credit facility hereunder, for Capital Expenditures, and for other general business purposes; and (iii) not use or permit any proceeds of any Loan to be used, either directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of "purchasing or carrying" any Margin Stock.

10.7. Employee Benefit Plans.

Except as would not reasonably be expected to result in a Material Adverse Effect:

(a) Maintain, and cause each other member of the Controlled Group to maintain, each Pension Plan and each Canadian Pension Plan in substantial compliance with all applicable requirements of law and regulations.

(b) Make, and cause each other member of the Controlled Group to make, on a timely basis, all required contributions to any Multiemployer Pension Plan.

(c) Not, and not permit any other member of the Controlled Group to (i) terminate or withdraw from any Pension Plan or Multiemployer Pension Plan or (ii) take any other action with respect to any Pension Plan that would reasonably be expected to entitle the PBGC or other applicable authority to terminate, impose liability in respect of, or cause a trustee to be appointed to administer, any Pension Plan.

10.8. Environmental Matters. If any release or threatened release or other disposal of Hazardous Substances shall occur or shall have occurred on any real property or any other assets of any of the Loan Parties and their Subsidiaries that could reasonably be expected to result in a Material Adverse Effect, Borrower shall, or shall cause the applicable Loan Party or applicable Subsidiary of a Loan Party to, cause the prompt containment and removal of such Hazardous Substances and the remediation of such real property or other assets to the extent required by all Environmental Laws. Without limiting the generality of the foregoing, Borrower shall, and shall cause each of the Loan Parties and their Subsidiaries to, comply with any Federal or state judicial or administrative order requiring the performance at any real property of any Loan Party of activities in response to the release or threatened release of a Hazardous Substance that could reasonably be expected to result in a Material Adverse Effect. To the extent that the transportation of Hazardous Substances is permitted by this Agreement, Borrower shall, and shall cause its Subsidiaries to, dispose of such Hazardous Substances, or of any other wastes, only at licensed disposal facilities operating in compliance with Environmental Laws, except as could not reasonably be expected to result in a Material Adverse Effect.

10.9. Further Assurances. Take, and cause each other Loan Party to take, such actions as are reasonably necessary or as Administrative Agent or the Required Lenders may reasonably request from time to time to ensure that the Obligations of each Loan Party under the Loan

Documents are secured by a first priority perfected (subject to Permitted Liens and, with respect to intellectual property, if and to the extent contemplated under the Guaranty and Collateral Agreement) Lien in favor of Administrative Agent (subject to Permitted Liens) on substantially all of the assets of Borrower and each Loan Party constituting Collateral (as well as all Capital Securities of each first-tier Subsidiary of a Loan Party that is not a CFC (excluding (i) any non-Wholly Owned Subsidiary owned by the Loan Parties on the Closing Date following the use of commercially reasonable efforts by such Loan Party to cause such non-Wholly Owned Subsidiary to consent to the lien in favor of Administrative Agent on such Capital Securities and (ii) any Subsidiary acquired pursuant to a Permitted JV Acquisition) and 65% of all voting Capital Securities and 100% of all non-voting Capital Securities of each first-tier Subsidiary) of a Loan Party that is a CFC (excluding (i) any non-Wholly Owned Subsidiary owned by the Loan Parties on the Closing Date following the use of commercially reasonable efforts by such Loan Party to cause such non-Wholly Owned Subsidiary to consent to the lien in favor of Administrative Agent on such Capital Securities and (ii) any Subsidiary acquired pursuant to a Permitted JV Acquisition) and guaranteed by each Loan Party (including, immediately upon the acquisition or creation thereof (or such longer period as the Administrative Agent may provide in its sole discretion), any Subsidiary that is not a CFC acquired or created after the Closing Date), in each case as Administrative Agent may reasonably determine, including (a) the execution and delivery of guaranties, security agreements, pledge agreements, mortgages, deeds of trust, financing statements, opinions of counsel and other documents, in each case in form and substance reasonably satisfactory to Administrative Agent, and the filing or recording of any of the foregoing, (b) the prompt delivery of certificated securities and other Collateral with respect to which perfection is obtained by possession, and (c) with respect to any owned real property with a fair market value in excess of $1,000,000, acquired by any Loan Party after the Closing Date, the delivery within sixty (60) days after the date such real property was acquired (or such longer period as the Administrative Agent may provide in its sole discretion) of each of the Real Estate Documents with respect to such real property; provided, however, that notwithstanding any provision set forth hereunder or under any Loan Document to the contrary, in no event shall (x) the assets of any CFC constitute security or secure, or such assets or the proceeds of such assets be available for, payment of the obligations of the Borrower, or (y) more than 65% of the total combined voting power of all classes of stock of any first-tier CFC of any Loan Party be required to be pledged to secure the obligations of the Borrower.

10.10. Deposit Accounts. Unless Administrative Agent otherwise consents in writing, and subject to Section 10.11, in order to facilitate Administrative Agent's and the Lenders' maintenance and monitoring of their security interests in the collateral, maintain, and cause each other Loan Party to maintain, all of their deposit accounts that are not Excluded Accounts with an institution that has entered into a control agreement with the Administrative Agent and the applicable Loan Party granting control of such account to the Administrative Agent.

10.11. Post Closing Covenants. Borrower shall satisfy the requirements and/or provide to the Administrative Agent each of the documents, instruments, agreements and information set forth on Schedule 10.11, in form and substance reasonably acceptable to the Administrative Agent, on or before the date specified for such requirement in such Schedule or such later date to be determined by the Administrative Agent in its sole discretion, each of which shall be completed or provided in form and substance reasonably satisfactory to the Administrative Agent. Until the expiration and passage of the date so stipulated, no breach of any warranty,

condition or covenant shall be deemed to have occurred as a result of the failure to deliver or perform such requirements.

10.12. Holdings Covenant. Holdings and Intermediate Holdings shall not (i) enter into any agreement outside the ordinary course of business (including any agreement for incurrence or assumption of Debt (except to the extent permitted by this Agreement), any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person, other than the Loan Documents to which it is a party, the Original Related Agreements and the Related Agreements, any agreement related to any Debt, Contingent Liability, Investment or Liens permitted hereunder, any agreements with other Loan Parties and Sponsor to the extent permitted hereunder, any agreements with respect to cash and cash equivalents or bank accounts or other ordinary course agreements, any agreements with any equityholders, agreements entered into in connection with the issuance, sale, repurchase or redemption of any equity securities, the Holding LLC Agreement or Intermediate Holding LLC Agreement, as applicable, agreements incidental to permitted activities, such as agreements with employees, officers, directors, accountants, attorneys, advisors, landlords and similar activities and any other agreements required by law or otherwise (collectively, the "Holdings Documents"), (ii) engage in any business or conduct any business activity or transfer any of its assets (except as otherwise permitted hereunder), other than activities relating to the agreements set forth in clause (i), the making of Investments in Intermediate Holdings or Borrower, as applicable, existing on the Original Closing Date or permitted or required by this Agreement, the performance of its obligations under the Holdings Documents in accordance with the terms thereof, the making of Restricted Payments permitted hereunder and the performance of ministerial activities and the payment of taxes and administrative fees and the maintenance of its state law existence or (iii) consolidate, merge or amalgamate with or into any other Person. Holdings and Intermediate Holdings shall each preserve, renew and keep in full force and effect its existence.

10.13. STGH Covenant. STGH shall not (i) enter into any agreement (including any agreement for incurrence or assumption of Debt (excluding Debt consisting of the Obligations under this Agreement), any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person, other than the Loan Documents to which it is a party and the Original Related Agreements, any agreements with respect to cash and cash equivalents or bank accounts, any agreements with equityholders, or other ordinary course agreements necessary in connection with its business as a holding company, (ii) engage in any business or conduct any business activity or transfer any of its assets, other than activities relating to the agreements set forth in clause (i), the making of Investments in its Subsidiaries that are Loan Parties, existing on the Original Closing Date or permitted or required by this Agreement, the performance of its obligations under the agreements set forth in clause (i) in accordance with the terms thereof, the making of Restricted Payments permitted hereunder and the performance of ministerial activities and the payment of taxes and administrative fees and the maintenance of its state law existence or (iii) consolidate, merge or amalgamate with or into any other Person. STGH shall preserve, renew and keep in full force and effect its existence.

10.14. Real Property.

10.14.1. Each Loan Party and its Subsidiaries shall comply in all material respects at all times with the provisions of all real property leases, space sharing agreements or

similar arrangements to which such Loan Party or Subsidiary is a party, except where such non-compliance would not reasonably be expected to result in a Material Adverse Effect. Except to the extent that would not reasonably be expected to result in a Material Adverse Effect, each Loan Party and its Subsidiaries shall pay when due (giving effect to all applicable grace periods) all rents and other amounts payable under any real property lease, space sharing agreements or similar arrangements to which such Loan Party is a party.

10.14.2. Each Loan Party and its Subsidiaries shall use commercially reasonable efforts to cause each lease, space sharing agreement or similar arrangement entered into after the Original Closing Date (including each lease, space sharing agreement or similar arrangement that is amended, restated, supplemented, renewed, extended or otherwise modified after the Original Closing Date) to not contain (a) any provisions that could result in such lease, space sharing agreement or similar arrangement (including each lease, space sharing agreement or similar arrangement that is amended, restated, supplemented, renewed, extended or otherwise modified after the Original Closing Date) to be breached, violated, defaulted, voided or terminated (or could result in a Loan Party's rights to be reduced or a lessor's rights to be expanded) due to a change of control or ownership or similar event of such Loan Party, or (b) any provisions that otherwise restrict or prohibit a change of control or ownership or similar event of a Loan Party. The requirements of this Section 10.14.2 may be waived by the Administrative Agent in its sole discretion.

10.15. Fueled Collective Covenant. Promptly (and in any event within two (2) Business Days) of the Companies' Knowledge that FCF or any of its Subsidiaries have achieved the lesser of (i) $750,000 of EBITDA for the fiscal quarter most recently ended and (ii) EBITDA for the fiscal quarter most recently ended in an amount equal to or greater than an amount equal to five percent (5%) of the EBITDA of Holdings and its Subsidiaries for the fiscal quarter most recently ended, then either case of the foregoing clauses (i) or (ii), Holdings shall notify the Administrative Agent in writing of such information and Holdings shall take, and cause each other Loan Party to take, such actions as are reasonably necessary or as Administrative Agent or the Required Lenders may reasonably request from time to time to ensure that the Obligations of each Loan Party under the Loan Documents are secured by a first priority perfected (subject to Permitted Liens and, with respect to intellectual property, if and to the extent contemplated under the Guaranty and Collateral Agreement) Lien in favor of Administrative Agent (subject to Permitted Liens) on substantially all of the assets of FCF and its Subsidiaries, including, without limitation, causing FCF and its Subsidiaries to become Loan Parties hereunder.

SECTION 11
NEGATIVE COVENANTS

Until the expiration or termination of the Commitments and thereafter until all Obligations hereunder and under the other Loan Documents are Paid in Full, Borrower agrees that, unless at any time the Required Lenders shall otherwise expressly consent in writing, it will:

11.1. Debt. Not, and not permit any other Loan Party or any Subsidiary of any Loan Party to, create, incur, assume or suffer to exist any Debt, except:

(a) Obligations under this Agreement and the other Loan Documents;

(b) Debt of any of the Loan Parties (other than Holdings and Intermediate Holdings) and their Subsidiaries secured by Liens permitted by Section 11.2(d), and extensions, renewals and refinancings thereof; provided that the aggregate amount of all such Debt at any time outstanding shall not exceed $750,000;

(c) (i) Debt of Borrower to any other Borrower, (ii) Debt of any Loan Party to Borrower or (iii) Debt of Borrower to any Loan Party, (iv) Debt of Holdings or Intermediate Holdings to Borrower to the extent such Debt could otherwise be made as a restricted payment permitted by Section 11.4 and (v) Debt of any Subsidiary that is not a Guarantor to any Loan Party and Debt of any Loan Party to any Subsidiary that is not a Guarantor in an aggregate amount outstanding not to exceed $1,000,000 less that amount of Investments made pursuant to Section 11.11(c); provided that if such Debt shall be evidenced by a note, it shall be a demand note in form and substance reasonably satisfactory to Administrative Agent and pledged and delivered to Administrative Agent pursuant to the Collateral Documents as additional collateral security for the Obligations, and the obligations under such demand note shall be subordinated to the obligations of the Loan Parties under the Loan Documents (including the Obligations of Borrower under this Agreement) in a manner reasonably satisfactory to Administrative Agent;

(d) Debt in respect of surety or appeal bonds, workers' compensation claims, self-insurance obligations and bankers acceptances issued for the account of any Loan Party in the ordinary course of business, including guarantees or obligations of any Loan Party with respect to letters of credit supporting such surety or appeal bonds, workers' compensation claims, self-insurance obligations and bankers acceptances (in each case other than for an obligation for money borrowed);

(e) Debt arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business;

(f) Debt arising in connection with endorsement of instruments for deposit in the ordinary course of business;

(g) Contingent Liabilities to financial institutions, in each case to the extent in the ordinary course of business and on terms and conditions which are within the general parameters customary in the banking industry, entered into to obtain cash management services or deposit account overdraft protection services (in amount similar to those offered for comparable services in the financial industry) or other services in connection with the management or opening of deposit accounts or incurred as a result of endorsement of negotiable instruments for deposit or collection purposes and other customary, Contingent Liabilities of the Loan Parties incurred in the ordinary course of business;

(h) Debt consisting of accrued and unpaid management fees, operator costs or expenses under the Management Agreement;

(i) Debt consisting of any final judgment rendered against any Loan Party that has not been paid, discharged or vacated or had execution thereof stayed pending appeal prior to such final judgment constituting an Event of Default in accordance with Section 13.1.8;

(j) Hedging Obligations incurred for bona fide hedging purposes and not for speculation in form and substance reasonably satisfactory to Administrative Agent;

(k) Debt described on Schedule 11.1(a) and any extension, renewal or refinancing thereof so long as the principal amount thereof is not increased;

(l) the Debt to be Repaid (so long as such Debt is repaid on the Closing Date with the proceeds of the initial Loans hereunder);

(m) Contingent Liabilities arising with respect to (i) customary indemnification obligations in favor of purchasers in connection with dispositions permitted under Section 11.5, and (ii) the guaranty by a Loan Party of a lease, sublease, license or sublicense entered into in the ordinary course of business by another Loan Party;

(n) Debt incurred solely to finance Borrower's insurance premiums under insurance policies maintained by Borrower in the ordinary course of business for insurance required under this Agreement in an aggregate amount at any time outstanding not to exceed the premiums owed under such policy;

(o) Debt arising out of judgments, attachments or awards not resulting in an Event of Default;

(p) Accretion of interest paid in kind on Debt permitted hereunder;

(q) any guarantee by Holdings or Intermediate Holdings of Debt or other obligations of the Borrower otherwise permitted under this Agreement;

(r) unsecured Debt of Holdings or its Subsidiaries subordinated to the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent in its reasonable discretion owing to any former director, officer or employee of Holdings, the Borrower or its Subsidiaries, in connection with the termination of their employment or appointment, or their respective assigns, estates, heirs or their current or former spouses for the repurchase, redemption or other acquisition or retirement for value of any Capital Securities of Holdings held by them;

(s) the Existing Earn-Out Obligations;

(t) Permitted Earn-Outs and Permitted Seller Debt in an aggregate outstanding amount not at any time exceeding $6,500,000 (excluding Permitted Earn-Outs in connection with the Original Related Agreements in an amount not to exceed $15,000,000); provided, that (x) the aggregate outstanding amount of any Permitted Earn-Outs shall not exceed $3,500,000 at any time and (y) for purposes of this Section 11.1(s) the amount of Permitted Earn-Outs shall be deemed to be equal to the maximum amount payable under such obligation;

(u) other unsecured Debt in an aggregate amount not to exceed $1,500,000 at any time outstanding;

(v) all premium (if any, whether due at maturity, or upon acceleration of maturity for any reason including automatic acceleration triggered by a bankruptcy filing), interest, fees, expenses, charges and additional or contingent interest on obligations described in paragraphs (a) through (u) above;

(w) Debt consisting of obligations of Holdings or any Subsidiary under deferred compensation or other similar arrangements with employees incurred by such Person in connection with the Transactions, any Permitted Acquisition or any other Investment or other acquisition permitted hereunder;

(x) Debt representing deferred compensation to employees of Borrower, Holdings or any Subsidiary incurred in the ordinary course of business; and

(y) Guarantee by Holdings or its Subsidiaries of certain lease obligations existing as of the Closing Date and set forth on Schedule 11.1(b) in an aggregate amount not to exceed $2,500,000.

Notwithstanding anything contained in this Section 11.1 to the contrary, STGH may not incur any Debt or liabilities of any sort other than the Obligations.

11.2. Liens. Not, and not permit any other Loan Party and their Subsidiaries to, create or permit to exist any Lien on any of its real or personal properties, assets or rights of whatsoever nature (whether now owned or hereafter acquired), except:

(a) Liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being diligently contested in good faith by appropriate proceedings and, in each case, for which it maintains adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed;

(b) Liens arising in the ordinary course of business (such as (i) Liens of carriers, warehousemen, mechanics and materialmen and other similar Liens imposed by law and (ii) Liens in the form of deposits or pledges incurred in connection with worker's compensation, unemployment compensation and other types of social security (excluding Liens arising under ERISA) or in connection with surety bonds, bids, performance bonds and similar obligations) for sums not overdue more than 90 days or being diligently contested in good faith by appropriate proceedings and not involving any advances or borrowed money or the deferred purchase price of property or services and, in each case, for which it maintains adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed or the failure to pay would not reasonably be expected to result in a Material Adverse Effect;

(c) Liens described on Schedule 11.2 as of the Closing;

(d) subject to the limitation set forth in Section 11.1(b), (i) Liens arising in connection with Capital Leases (and attaching only to the property being leased), (ii) Liens existing on property at the time of the acquisition thereof by any Loan Party or its Subsidiaries (and not created in contemplation of such acquisition) and (iii) Liens that constitute purchase money security interests on any property securing debt incurred for the purpose of financing all

or any part of the cost of acquiring such property, provided that any such Lien attaches to such property within 20 days of the acquisition thereof and attaches solely to the property so acquired;

(e) easements, rights of way, restrictions (including zoning restrictions), covenants, licenses, encroachments, protrusions and other similar real estate charges or encumbrances, minor defects or irregularities in title and other similar real estate Liens not interfering in any material respect with the ordinary conduct of the business of any Loan Party;

(f) Liens arising out of judgments, attachments or awards not resulting in an Event of Default;

(g) leases, subleases, licenses or sublicenses of the assets or properties of any of the Loan Parties or their Subsidiaries, in each case entered into in the ordinary course of business and not interfering in any material respect with the business of any of the Loan Parties and their Subsidiaries;

(h) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and cash equivalents on deposit in one or more accounts maintained by any Loan Party, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements; provided that, unless such Liens are nonconsensual and arise by operation of law, in no case shall any such Liens secure (either directly or indirectly) the repayment of any Debt for borrowed money;

(i) licenses or sublicenses of intellectual property granted by any Loan Party or Subsidiary in the ordinary course of business;

(j) the filing of UCC or PPSA financing statements solely as a precautionary measure in connection with Operating Leases or consignment of goods;

(k) Liens incurred with respect to obligations (other than obligations for borrowed money) that do not in the aggregate exceed $1,250,000 at any time outstanding;

(l) Liens of a collection bank arising in the ordinary course of business under Section 4-210 of the UCC in effect in the relevant jurisdiction covering only the items being collected upon;

(m) Liens of sellers of goods to Borrower or any of its Subsidiaries arising under Article 2 of the UCC in effect in the relevant jurisdiction or the equivalent provision in the PPSA, as applicable, in the ordinary course of business, covering only the goods sold and covering only the unpaid purchase price for such goods and related expenses;

(n) Landlord liens arising by operation of law and/or contract and any interest or title of a lessor, sublessor, licensor or licensee under any lease or license entered into by Borrower or any Subsidiary in the ordinary course of business;

(o) Liens on an insurance policy of any Loan Party or any Subsidiary and the identifiable cash proceeds thereof in favor of the issuer of such policy and securing Debt permitted to finance the premiums of such policies;

(p) reasonable and necessary cash deposits made in the ordinary course of business to secure the performance of contracts, leases or bid obligations, or other such contracts entered into in the ordinary course of business for which pledges or deposits are customary;

(q) Liens arising under the Loan Documents;

(r) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(s) Liens given to a public or private utility or any other governmental authority in the ordinary course;

(t) Liens arising out of conditional sale, title retention, consignment or similar arrangements with vendors for the sale or purchase of goods entered into by Borrower, Holdings or any Subsidiary in the ordinary course of business; and

(u) Liens solely on any cash earnest money deposits made by Borrower, Holdings or any Subsidiary in connection with any letter of intent or purchase agreement entered into in connection with a Permitted Acquisition or other Investment permitted hereunder.

11.3. [**Reserved**].

11.4. Restricted Payments. Not, and not permit any other Loan Party to, (a) make any distribution to any holders of its Capital Securities including any distribution of assets pursuant to a plan of statutory division, (b) purchase or redeem any of its Capital Securities, (c) pay any management fees, transaction based fees or similar fees (other than payments of ordinary course compensation to employees) to any of its equity holders or any Affiliate thereof, (d) make any payment on account of Debt that has been contractually subordinated in right of payment to the Obligations if that payment is not permitted at that time under the applicable subordination terms and conditions; or (e) set aside funds for any of the foregoing (the foregoing in clauses (a) through (d), collectively, "Restricted Payments" and each a "Restricted Payment"). Notwithstanding the foregoing:

(a) any Subsidiary may pay dividends or make other distributions to Borrower or to a domestic Wholly-Owned Subsidiary and Borrower and its Subsidiaries may pay any intercompany debt permitted pursuant to Section 11.1(c);

(b) so long as (x) no Specified Event of Default exists or would result therefrom, (y) the Borrower is in compliance with the covenants set forth in Section 11.14 (as calculated on a pro forma basis after giving effect to such payment or portion thereof actually paid) for the twelve month period ending as of the calendar month then most recently ended for which financial statements pursuant to Section 10.1.2 have been delivered to Administrative Agent (such pro forma ratio to be determined as if such payment was made as of the first day of

such period covered thereby), and (z) Borrower shall have Liquidity of at least $1,000,000 before and after giving effect to the proposed payment, Borrower may pay or cause any other Loan Party to pay on a quarterly or monthly basis the annual management fees to Sponsor pursuant to the Management Agreement (or portion of such annual management fees as would allow the Borrower to comply with clauses (x), (y) and (z) above) in an aggregate amount not exceeding $750,000 in any Fiscal Year;

(c) so long as (x) no Event of Default or Default shall have occurred and be continuing or would result therefrom and (y) Borrower shall have Liquidity of at least $750,000 before and after giving effect to the proposed payment, the Borrower may, or may make distributions to Intermediate Holdings and Intermediate Holdings may, or may make distributions to Holdings so that Holdings may, in an amount not to exceed an aggregate of $750,000 per year, repurchase with cash its Capital Securities owned by employees of Holdings, the Borrower or the Subsidiaries or make cash payments to employees of Holdings, the Borrower or the Subsidiaries upon termination of employment in connection with the exercise of stock options, stock appreciation rights or similar equity incentives or equity based incentives pursuant to management incentive plans or in connection with the death or disability of such employees;

(d) Borrower may make Restricted Payments to Intermediate Holdings and Intermediate Holdings may make Restricted Payments to Holdings (and Holdings may make Restricted Payments to any direct or indirect equity holder thereof) (x) in an amount not to exceed an aggregate of $500,000 per year to the extent necessary to pay for the general corporate and overhead expenses incurred by Intermediate Holdings or Holdings (or to any direct or indirect parent thereof) in the ordinary course of business, and (y) in the amount of the Tax Distributions (at such times as provided in the Holdings LLC Agreement as in effect on the Closing Date); provided that with respect to any Tax Distribution in an amount in excess of the actual cash taxes in good faith estimated to be due by the members of Holdings and arising solely out of the taxable income of Borrower and its Subsidiaries for the current taxable year of Borrower and its Subsidiaries (net of losses distributed to such persons in respect of their ownership in Holdings and net of tax refunds in respect of any prior actual taxes paid in respect of prior Tax Distributions), such Restricted Payment may only be paid so long as (x) no Default or Event of Default exists or would result therefrom, (y) the Total Debt to EBITDA Ratio for the twelve month period ending as of the calendar month then most recently ended for which financial statements pursuant to Section 10.1.2 have been delivered to Administrative Agent (such pro forma ratio to be determined as if such payment was made as of the first day of such period covered thereby), is no greater than the applicable compliance level for the most recently ended Fiscal Quarter less 0.50, and (z) Borrower shall have Liquidity of at least $2,000,000 before and after giving effect to the proposed payment;

(e) the Loan Parties may make payments in connection with the Existing Earn-Out Obligations so long as (x) the Total Debt to EBITDA Ratio for the twelve month period ending as of the calendar month then most recently ended for which financial statements pursuant to Section 10.1.2 have been delivered to Administrative Agent (such pro forma ratio to be determined as if such payment was made as of the first day of such period covered thereby), is no greater than 4.50:1.00, (y) Borrower shall have Liquidity of at least $2,000,000 before and after giving effect to the proposed payment and (z) the Fixed Charge Coverage Ratio for the twelve month period ending as of the calendar month then most recently ended for which

financial statements pursuant to Section 10.1.2 have been delivered to Administrative Agent (such pro forma ratio to be determined as if such Existing Earn-Out Obligation was a Fixed Charge), is no less than 1.20:1.00; provided that if the conditions set forth in clauses (x) and (y) are not satisfied the Loan Parties may make payments in connection with the Existing Earn-Out Obligations to the extent funded with proceeds of Capital Securities so long as no Default or Event of Default exists or would result therefrom;

(f) solely on or after June 30, 2019, Borrower may make distributions to Intermediate Holdings and Intermediate Holdings may make distributions to Holdings (and Holdings may make distributions to any direct or indirect equity holder thereof) using the proceeds of any Incremental Term Loan so long as the Dividend Payment Conditions are satisfied; and

(g) in each case to the extent due and payable on a non-accelerated basis and permitted under the applicable subordination provisions thereof, Borrower and any applicable Subsidiary may make payments (i) in respect of Permitted Earn-Outs, so long as (x) the Total Debt to EBITDA Ratio for the twelve month period ending as of the calendar month then most recently ended for which financial statements pursuant to Section 10.1.1 or 10.1.2 of the Credit Agreement have been delivered to Administrative Agent (such pro forma ratio to be determined as if such payment was made as of the first day of such period covered thereby), is no greater than 4.25:1.00, (y) Borrower shall have Liquidity of at least $2,000,000 before and after giving effect to the proposed payment and (z) the Fixed Charge Coverage Ratio for the twelve month period ending as of the calendar month then most recently ended for which financial statements pursuant to Section 10.1.1 or 10.1.2 of the Credit Agreement have been delivered to Administrative Agent (such pro forma ratio to be determined as if such Existing Earn-Out Obligation was a Fixed Charge), is no less than 1.20:1.00, and (ii) in respect of Post-Closing Cash Payments, so long as (x) no Default or Event of Default exists or would result therefrom, (y) the Total Debt to EBITDA Ratio for the twelve month period ending as of the calendar month then most recently ended for which financial statements pursuant to Section 10.1.1 or 10.1.2 have been delivered to Administrative Agent (such pro forma ratio to be determined as if such payment was made as of the first day of such period covered thereby), is no greater than the applicable compliance level for the most recently ended Fiscal Quarter less 0.50, and (z) Borrower shall have Liquidity of at least $2,000,000 before and after giving effect to the proposed payment.

For the avoidance of doubt, any payment blocked by the restrictions in this Section 11.4 shall accrue and may be paid at any time the conditions for such payment in this Section 11.4 have been satisfied.

11.5. Mergers, Consolidations, Sales. Not, and not permit any of the Loan Parties and their Subsidiaries to, (a) be a party to any merger, amalgamation, statutory division, or consolidation, except (x) Permitted Acquisitions, (y) any such merger, amalgamation, statutory division, consolidation, sale, transfer, conveyance, lease or assignment of or by any Wholly-Owned Subsidiary into Borrower or into any other domestic Wholly-Owned Subsidiary or any Borrower into another Borrower and (z) any such merger of a non-Wholly Owned Subsidiary into Borrower or another Loan Party so long as both before and after giving effect to such merger the Loan Parties are in compliance with the negative covenants set forth in Section 11

(including the covenants in Section 11.14); or (b) sell, transfer, dispose of, convey or lease any of its assets or Capital Securities (including the sale of Capital Securities of any Subsidiary, but excluding Capital Securities of Intermediate Holdings or Holdings) except for (i) sales of inventory in the ordinary course of business, (ii) the disposition of any asset which is to be replaced and is in fact replaced, or a binding contract is in place to replace, within 180 days with another asset useful in the Loan Parties' business (so long as Administrative Agent has a first priority and perfected Lien on any newly-acquired asset, subject to Permitted Liens), (iii) a disposition of Collateral that is obsolete, unmerchantable or otherwise unsalable or unusable in the ordinary course of business (including the lapse, abandonment, or disposition of any intellectual property rights that are no longer material to the conduct of the business of the Loan Parties, or expiration of any patent or copyright in accordance with its statutory term), (iv) the discount, write-down, sale or other disposition in the ordinary course of business of trade or accounts receivable, (v) dividends, distributions and payments by Loan Parties, in each case solely to the extent permitted by Section 11.4 of this Agreement, (vi) sales, leases, licenses or other transfers of assets between or amongst the Loan Parties, (vii) dispositions of cash and Cash Equivalent Investments, (viii) termination, surrender or sublease of real estate in the ordinary course of business, (ix) the granting of leases, licenses, subleases or sublicenses of real property or intellectual property (as lessor or licensor) in the ordinary course of business the Net Cash Proceeds of which do not in the aggregate exceed $750,000, (x) dispositions constituting Permitted Acquisitions and Permitted Liens, (xi) transfers of property subject to any event that gives rise to the receipt by Borrower or any Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property, (xii) the unwinding of any Hedging Obligations, (xiii) other dispositions in any Fiscal Year the Net Cash Proceeds of which do not in the aggregate exceed $1,500,000 or (c) sell or assign with or without recourse any receivables, except for the discount, write-down, sale or other disposition in the ordinary course of business of trade or accounts receivable.

To the extent any Collateral is disposed of as expressly permitted by this Section 11.5 to any Person other than a Loan Party, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, and, if requested by the Administrative Agent, upon the certification by the Borrower that such disposition is permitted by this Agreement, the Administrative Agent shall be authorized to take any actions deemed appropriate in order to effect the foregoing.

11.6. Modification of Organizational Documents. Not permit the charter, articles, bylaws or other organizational documents of any Loan Party to be amended or modified in any way which could reasonably be expected to materially adversely affect the interests of the Lenders; not change, or allow any Loan Party to change, its state of formation or its organizational form without 30 days prior written notice to Administrative Agent.

11.7. Transactions with Affiliates. Not, and not permit any of the Loan Parties and their Subsidiaries to, enter into, or cause, suffer or permit to exist any transaction, arrangement or contract with any of its other Affiliates (other than another Loan Party) which is on terms which are less favorable than are obtainable from any Person which is not one of its Affiliates (and to the extent such transaction is between any Loan Party and any Affiliate that is not a Loan Party (including any Subsidiary that is not a Loan Party or any portfolio company or subsidiary

of the Sponsor) and such transaction involves an annual out-of-pocket costs by such Loan Party in excess of $500,000 the Administrative Agent shall have provided a written consent acknowledging that such transaction meets the arm's-length requirement of this Section) other than (a) Restricted Payments otherwise permitted under Section 11.4, (b) pursuant to the Management Agreement or the Holdings LLC Agreement, (c) employment and severance arrangements between the Loan Parties and their Subsidiaries and their respective officers and employees and transactions pursuant to stock option plans and employee benefit plans and similar arrangements in the ordinary course of business, (d) the payment of customary fees, compensation, independent contractor fees and reasonable out of pocket costs to, and indemnities provided on behalf of, directors, managers, officers and employees of the Loan Parties and their Subsidiaries in the ordinary course of business, (e) the existence of, or the performance by Borrower or any Subsidiary of its obligations under the terms of, any stockholders agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Closing Date, (f) the Transactions, and the payment of all fees and expenses related to the Transactions, and (g) payment of or reimbursement of indemnitees and reimbursement for reasonable, documented out-of-pocket costs and expenses to the Sponsor or its Affiliates in connection with services rendered to a Loan Party or pursuant to the Management Agreement; provided payment of such reimbursable amounts shall not exceed $150,000 in the aggregate at any time an Event of Default has occurred and is continuing.

11.8. Unconditional Purchase Obligations. Not, and not permit any of the Loan Parties and their Subsidiaries to, enter into or be a party to any contract for the purchase of materials, supplies or other property or services if such contract requires that payment be made by it regardless of whether delivery is ever made of such materials, supplies or other property or services.

11.9. Inconsistent Agreements. Not, and not permit any of the Loan Parties and their Subsidiaries to, enter into any agreement containing any provision which would (a) be violated or breached by any borrowing by Borrower hereunder or by the performance by any Loan Party of any of its Obligations hereunder or under any other Loan Document, (b) prohibit any Loan Party from granting to Administrative Agent and the Lenders, a Lien on any of its assets or (c) create or permit to exist or become effective any encumbrance or restriction on the ability of any Subsidiary to (i) pay dividends or make other distributions to Borrower or any other Subsidiary, or pay any Debt owed to Borrower or any other Subsidiary, (ii) make loans or advances to any Loan Party or (iii) transfer any of its assets or properties to any Loan Party, other than (a) customary restrictions and conditions contained in agreements relating to the sale of all or a substantial part of the assets of any Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary to be sold and such sale is permitted hereunder; (b) restrictions or conditions imposed by any agreement relating to purchase money Debt, Capital Leases and other secured Debt permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Debt; (c) customary provisions in leases and other contracts restricting the assignment thereof; and (d) the Loan Documents.

11.10. Business Activities; Issuance of Equity. Not, and not permit any of the Loan Parties and their Subsidiaries to, engage in any line of business other than the businesses engaged in on the Original Closing Date and businesses reasonably related or complimentary thereto. Not permit any of its Subsidiaries to, issue any Capital Securities other than (a) any Permitted

Securities Issuance, and (b) any issuance of shares of Borrower's common Capital Securities (i) to Holdings or (ii) pursuant to any employee or director option program, benefit plan or compensation program.

11.11. Investments. Not, and not permit any of the Loan Parties or their Subsidiaries to, make or permit to exist any Investment in any other Person, except the following:

(a) Investments by Holdings, Borrower, and/or any Loan Party in their respective Subsidiaries that are Loan Parties;

(b) any Permitted Securities Issuance;

(c) Investments by any Loan Party in any Subsidiary that is not a Guarantor in an aggregate amount outstanding not to exceed $1,000,000 less that amount of Debt incurred pursuant to Section 11.1(c)(v);

(d) Investments constituting Debt permitted by Section 11.1, including without limitation intercompany loans and guarantees between Loan Parties and Hedging Agreements;

(e) Guarantees by Holdings or any Subsidiary of operating leases or of other obligations of another Loan Party that do not constitute Debt, in each case entered into in the ordinary course of business;

(f) Contingent Liabilities constituting Debt permitted by Section 11.1 or Liens permitted by Section 11.2 and other Contingent Liabilities in the ordinary course of business;

(g) Cash Equivalent Investments;

(h) Subject to Section 10.10, bank deposits in the ordinary course of business;

(i) Investments in securities of Account Debtors received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such Account Debtors;

(j) Investments comprised of loans to employees, officers and directors to purchase Capital Securities of the Loan Parties;

(k) Investments comprised of loans and advances in the ordinary course of business to employees, officers and directors so long as the aggregate principal amount thereof at any time outstanding (determined without regard to any write-downs or write-offs of such loans and advances) shall not exceed $750,000;

(l) extensions of trade credit in the ordinary course of business;

(m) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

(n) intercompany loans and advances to Holdings to the extent Borrower may pay dividends to Intermediate Holdings to be distributed by Intermediate Holdings to Holdings pursuant to Section 11.4 (and in lieu of paying such dividends); provided that such intercompany loans and advances (i) shall be made for the purposes, and shall be subject to all applicable limitations set forth in, Section 11.4 and (ii) shall be unsecured.

(o) additional Investments by Borrower and the Subsidiaries so long as the aggregate amount invested, loaned or advanced pursuant to this paragraph (determined without regard to any write downs or write offs of such investments, loans and advances) does not exceed $1,000,000 plus the Available Amount; provided that the aggregate amount of Investments in joint ventures and Subsidiaries that are not Loan Parties shall not exceed $5,400,000;

(p) Holdings, the Borrower and each Subsidiary may acquire and hold receivables, accounts, notes receivable, chattel paper, payment intangibles and prepaid accounts owing to them, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;

(q) Holdings, the Borrower or any Subsidiary may make deposits and Investments (x) in connection with Permitted Liens and/or (y) in the ordinary course of business to secure the performance of operating leases and payment of utility or similar contracts;

(r) Holdings may make contributions to the capital of Intermediate Holdings and Intermediate Holdings may make contributions to the capital of the Borrower;

(s) Investments consisting of securities or instruments received pursuant to a disposition of assets not prohibited by this Agreement;

(t) Hedging Obligations incurred for bona fide hedging purposes and not for speculation in form and substance reasonably satisfactory to Administrative Agent;

(u) Permitted Acquisitions;

(v) Investments held by a Person acquired pursuant to a Permitted Acquisition; provided, that such Investment was not acquired by such Person in contemplation of such acquisition, merger, amalgamation, statutory division, consolidation or transfer;

(w) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business;

(x) Investments listed on Schedule 11.11 as of the Closing Date; and

(y) Investments consisting of acquired franchisee locations; provided (i) such locations are resold within 12 months of purchase, (ii) the aggregate amount of such Investments shall not exceed $3,000,000, (iii) on a pro forma basis, after giving effect to the consummation of the proposed acquisition, the Loan Parties shall be in compliance with the covenants set forth in Section 11.14 hereof and (iv) no Event of Default shall exist either before or after giving effect to such Investment.

Notwithstanding anything to the contrary contained in this Section 11.11, the Loan Parties may not make any Investments in any Subsidiaries that are not Loan Parties in an amount in excess of $170,000 in the aggregate for all such Investments in any Fiscal Year (including the usage of the Available Amount for any such Investment) unless such excess amounts are funded with Net Cash Proceeds of a substantially simultaneous Permitted Securities Issuance.

11.12. Restriction of Amendments to Certain Documents. Except with the consent of the Required Lenders, not amend or otherwise modify, or waive any rights under any Related Agreement other than amendments, modifications and waivers not materially adverse to the interests of the Lenders (it being understood that any amendment, modification, or waiver increasing or expanding the payment obligations of any Loan Party will be deemed to be adverse to the interests of Lenders).

11.13. Fiscal Year. Not, and not permit any of the Loan Parties and their Subsidiaries to change its Fiscal Year.

11.14. Financial Covenants.

11.14.1. Fixed Charge Coverage Ratio. Not permit the Fixed Charge Coverage Ratio as of the last day of any Computation Period to be less than 1.20:1.00.

11.14.2. Total Debt to EBITDA Ratio. Not permit the Total Debt to EBITDA Ratio as of the last day of any Computation Period to exceed the applicable ratio set forth below for such Computation Period:

Computation Period Ending	**Total Debt to EBITDA Ratio**
September 30, 2018	6.00:1.00
December 31, 2018	6.00:1.00
March 31, 2019	6.00:1.00
June 30, 2019	6.00:1.00
September 30, 2019	5.50:1.00
December 31, 2019	5.50:1.00
March 31, 2020	5.00:1.00
June 30, 2020	4.50:1.00
September 30, 2020	4.50:1.00
December 31, 2020	4.50:1.00
March 31, 2021	4.00:1.00
June 30, 2021	4.00:1.00
September 30, 2021	4.00:1.00

December 31, 2021	4.00:1.00
March 31, 2022	3.50:1.00
June 30, 2022	3.50:1.00
September 30, 2022	3.50:1.00
December 31, 2022	3.50:1.00
March 31, 2023	3.50:1.00
June 30, 2023	3.50:1.00
September 30, 2023 and each Computation Period ending thereafter	3.50:1.00

11.15. Compliance with Laws. Borrower shall not, and shall not permit any of the Loan Parties and their Subsidiaries, to fail to comply with the laws, regulations and executive orders referred to in Sections 9.22, 9.24 and 9.25.

11.16. New Company Owned Locations. Borrower shall not, and shall not permit any of the Loan Parties and their Subsidiaries to open more than one owned franchise location per Franchise System.

11.17. Non-Loan Party Subsidiaries. The Borrower and each other Loan Party shall cause (or to the extent not permitted under the applicable operating agreement of such Subsidiary use good faith efforts to cause) each of its Subsidiaries that are not Loan Parties to distribute cash on the last Business Day of each month to such Loan Party an amount equal to all cash and Cash Equivalent Investments in excess of $350,000 of such non-Loan Party Subsidiary; provided that if on such testing day the non-Loan Party Subsidiaries have more than $650,000 of cash and Cash Equivalent Investments in the aggregate the Loan Parties shall cause the non-Loan Party Subsidiaries to distribute cash to the Loan Parties such that the collective aggregate balance of cash and Cash Equivalent Investments of the non-Loan Party Subsidiaries is less than $650,000.

11.18. Canadian Defined Benefit Plans. Not permit any Loan Party to establish, maintain or contribute to any Canadian Defined Benefit Plan.

SECTION 12
EFFECTIVENESS; CONDITIONS OF LENDING, ETC.

The obligation of each Lender to make its Loans and of the Issuing Lenders to issue Letters of Credit is subject to the following conditions precedent:

12.1. Initial Credit Extension. The obligation of the Lenders to make the Loans on the Closing Date and the obligation of the Issuing Lenders to issue their initial Letters of Credit (whichever first occurs) is, in addition to the conditions precedent specified in Section 12.2, subject to the conditions precedent that (a) all Debt to be Repaid has been (or substantially concurrently with the initial borrowing will be) paid in full, and that all agreements and instruments governing the Debt to be Repaid and that all Liens securing such Debt to be Repaid have been (or substantially concurrently with the initial borrowing will be) terminated and (b) Administrative Agent shall have received, subject to Section 10.11, all of the following, each duly executed and dated the Closing Date (or such earlier date as shall be satisfactory to Administrative Agent), in form and substance reasonably satisfactory to Administrative Agent

(and the date on which all such conditions precedent have been satisfied or waived in writing by Administrative Agent and the Lenders is called the "Closing Date"):

12.1.1. Agreement, Notes and other Loan Documents. This Agreement and, to the extent requested by any Lender, a Note made payable to such Lender, and all other Loan Documents.

12.1.2. Authorization Documents. For each Loan Party, such Person's (a) charter (or similar formation document), certified by the appropriate governmental authority; (b) good standing certificates in its state of incorporation (or formation) and in each other state in which a Loan Party is qualified to do business and in which failure to be so qualified would result in a Material Adverse Effect; (c) bylaws (or similar governing document); (d) resolutions of its board of directors (or similar governing body) approving and authorizing such Person's execution, delivery and performance of the Loan Documents to which it is party and the transactions contemplated thereby; and (e) signature and incumbency certificates of its officers executing any of the Loan Documents, all certified by its secretary or an assistant secretary (or similar officer) as being in full force and effect without modification.

12.1.3. Letter of Direction. A letter of direction containing funds flow information with respect to the proceeds of the Loans on the Closing Date.

12.1.4. Reaffirmation Agreement. The Reaffirmation Agreement executed by each Loan Party.

12.1.5. Collateral Access Agreements.

(a) In the case of any leased real property that is the chief executive office of the Borrower or where Collateral in an amount in excess of $200,000 is located, Borrower shall use commercially reasonable efforts to obtain a Collateral Access Agreement from the landlord of such property waiving any landlord's Lien in respect of personal property kept at the premises subject to such lease.

(b) Borrower shall use commercially reasonable efforts to obtain a Collateral Access Agreement with respect to each bailee with which Borrower or any Subsidiary keeps Inventory or other assets that are required under the Guaranty and Collateral Agreement to be delivered on the Closing Date.

12.1.6. Opinions of Counsel. Opinions of counsel from Buchalter and local counsel (excluding Canada) executed as of the Closing Date, in form and substance reasonably satisfactory to Administrative Agent.

12.1.7. Insurance. Evidence of the existence of insurance required to be maintained pursuant to Section 10.3(b), together with evidence that Administrative Agent has been named as a lender's loss payee and an additional insured, as appropriate, under all such insurance policies.

12.1.8. Related Transactions.

(a) Administrative Agent has received copies of the Related Agreements certified by the secretary or assistant secretary (or similar officer) of Borrower Representative as being true, accurate, and complete.

(b) Administrative Agent has received evidence, reasonably satisfactory to Administrative Agent, that Company has completed, or concurrently with the initial credit extension hereunder will complete, the Related Transactions in accordance with the terms of the Related Agreements (without any amendment thereto or waiver thereunder unless consented to by the Lenders).

(c) Administrative Agent has received the Insurance Assignments executed by each Loan Party thereto.

12.1.9. Payment of Fees. Evidence of payment by Borrower of all accrued and unpaid fees, costs and expenses to the extent then due and payable on the Closing Date (including, without limitation, fees under the Agent Fee Letter), together with all reasonable Attorney Costs of Administrative Agent to the extent invoiced prior to the Closing Date, plus such additional amounts of Attorney Costs as shall constitute Administrative Agent's reasonable estimate of Attorney Costs incurred or to be incurred by Administrative Agent through the closing proceedings (provided that such estimate shall not thereafter preclude final settling of accounts between Borrower and Administrative Agent).

12.1.10. Solvency Certificate. A Solvency Certificate executed by a Senior Officer of Borrower.

12.1.11. Pro Forma. A consolidated pro forma balance sheet of Borrower as at September 30, 2018, adjusted to give effect to the Related Transactions and the financings contemplated hereby as if such transactions had occurred on such date, consistent in all material respects with the sources and uses of cash as previously described to the Lenders and the forecasts previously provided to the Lenders.

12.1.12. Financial Condition. Administrative Agent has completed a satisfactory examination of the financial condition of the Loan Parties, including, without limitation, the following: (a) review of the books (including historical, current, and interim financial statements), records, and assets of the Loan Parties; (b) review of all financial projections for the next five Fiscal Years; (c) satisfactory verification of business and competitive analysis, including, without limitation, site visits, one or more meetings with the Loan Parties' management, examining market studies and existing industry intelligence provided by the Loan Parties, and conducting independent customer calls; and (d) receipt of a satisfactory review, conducted by a firm acceptable to Administrative Agent, of (i) the books, records, and Collateral of the Loan Parties (including historical cash flow), (ii) a quality-of-earnings report, (iii) trailing 12-month EBITDA, and (iv) EBITDA adjustments as conducted by PwC.

12.1.13. Search Results; Lien Terminations. Copies of Uniform Commercial Code and PPSA search reports dated a date reasonably near to the Closing Date, listing all effective financing statements which name any Loan Party (under their present names and any previous names) as debtors, together with (a) copies of such financing statements, (b) payoff

letters evidencing repayment in full of all Debt to be Repaid, the termination of all agreements relating thereto and the release of all Liens granted in connection therewith, with Uniform Commercial Code, PPSA or other appropriate termination statements and documents effective to evidence the foregoing (other than Liens permitted by Section 11.2) and (c) such other Uniform Commercial Code or PPSA termination statements as Administrative Agent may reasonably request.

12.1.14. Filings, Registrations and Recordings. Administrative Agent shall have received each document (including Uniform Commercial Code and PPSA financing statements) required by the Collateral Documents or under law or reasonably requested by Administrative Agent to be filed, registered or recorded in order to create in favor of Administrative Agent, for the benefit of the Lenders, a perfected Lien on the collateral described therein (but only to the extent that perfection may be achieved by such filing), prior to any other Liens (subject only to Liens permitted pursuant to Section 11.2), in proper form for filing, registration or recording.

12.1.15. Closing Certificate, Consents and Permits. A certificate executed by an officer of Borrower Representative on behalf of Borrower certifying (a) the matters set forth in Section 12.2.1 as of the Closing Date and (b) the repayment of the Debt to be Repaid.

12.1.16. No Material Adverse Change. There shall not have occurred since December 31, 2017, any developments or events which individually or in the aggregate with other such circumstances have had or could reasonably be expected to have a Material Adverse Effect.

12.1.17. Investment Documents. The Administrative Agent shall have received confirmation of ownership and capital structure of the Loan Parties and be satisfied with the constituent documents of the Loan Parties and related investment agreements.

12.1.18. Financial Tests. Administrative Agent shall have received evidence satisfactory to it that (a) Borrower shall have a trailing twelve (12) month EBITDA of at least $25,000,000 (with at least $9,000,000 attributable to Pure Barre) as of September 30, 2018 on a pro forma basis after giving effect to (i) the funding of the Loans on the Closing Date as provided hereunder and the use of proceeds thereof, including the payment of all fees, costs and expenses as set forth above, and (ii) year-end and other adjustments reasonably satisfactory to the Administrative Agent, in each case, as set forth in the financial accounting diligence report prepared by PwC and delivered to the Administrative Agent prior to the Closing Date, (b) Borrower shall have a Total Debt to EBITDA Ratio as of September 30, 2018 on a pro forma basis after giving effect to the funding of the initial Loans as provided hereunder of not more than 5.25:1.00, (c) an accounting firm acceptable to Administrative Agent has verified the foregoing clause (a) as provided in the quality of earnings report dated as of June 2018, (d) minimum implied purchase price of Pure Barre of at least 8.5x, and (e) the Loan Parties shall have sufficient liquidity to operate their business plan (assuming that all accounts payable, taxes and other obligations are paid current in accordance with the Loan Parties' historical business practices) after giving effect to the funding of the initial Loans as provided hereunder and the use of the proceeds thereof, including the payment of all fees, costs and expenses as set forth above.

12.1.19. Diligence. Administrative Agent has received and is satisfied with all due diligence materials requested by Administrative Agent.

12.1.20. Background Checks. Administrative Agent has reviewed and is satisfied with background checks on certain key management and shareholders of the Loan Parties.

12.1.21. Approvals. Administrative Agent has received approval of its executive credit committee.

12.1.22. Non-Compete. Key management and certain shareholders of the Loan Parties identified by Administrative Agent have entered into employment or other agreements containing customary provisions, including, without limitation, non-compete, non-solicitation, and confidentiality, all on terms satisfactory to Administrative Agent.

12.1.23. Maximum Revolving Outstandings. After giving effect to the initial Loans on the Closing Date, there shall not be any Revolving Outstandings.

12.1.24. Other. Administrative Agent has received all other documents reasonably requested by Administrative Agent or any Lender

For purposes of determining compliance with the conditions specified in this Section 12.1, each Lender that has signed this Agreement and funded Loans hereunder shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender.

12.2. Conditions. The obligation (a) of each Lender to make each Loan and (b) of the Issuing Lenders to issue each Letter of Credit is subject to the following further conditions precedent that:

12.2.1. Compliance with Warranties, No Default, etc. Both before and after giving effect to any borrowing and the issuance of any Letter of Credit, the following statements shall be true and correct:

(a) the representations and warranties of each Loan Party set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects with the same effect as if then made without duplication of any "material" or "Material Adverse Effect" qualifier (except to the extent stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects (without duplication of any "material" or "Material Adverse Effect" qualifier) as of such earlier date);

(b) no Default or Event of Default shall have then occurred and be continuing; and

(c) the Loan Parties shall be in compliance on a pro forma basis with the financial covenants set forth in Section 11.14 computed using the covenant levels and financial information for the most recently ended quarter for which information is available; in addition to the foregoing.

12.2.2. Confirmatory Certificate. If requested by Administrative Agent or any Lender, Administrative Agent shall have received a certificate dated the date of such requested Loan or Letter of Credit and signed by a duly authorized representative of Borrower Representative as to the matters set out in Section 12.2.1 (it being understood that each request by Borrower for the making of a Loan or the issuance of a Letter of Credit shall be deemed to constitute a representation and warranty by Borrower that the conditions precedent set forth in Section 12.2.1 will be satisfied at the time of the making of such Loan or the issuance of such Letter of Credit).

SECTION 13
EVENTS OF DEFAULT AND THEIR EFFECT.

13.1. Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

13.1.1. Non-Payment of the Loans, etc. Default in the payment when due of the principal of any Loan; or default, and continuance thereof for five Business Days, in the payment when due of any interest, fee, reimbursement obligation with respect to any Letter of Credit or any other amount payable by Borrower hereunder or under any other Loan Document.

13.1.2. Non-Payment of Other Debt. Any default shall occur under the terms applicable to any Debt of any Loan Party in an aggregate amount (for all such Debt so affected and including undrawn committed or available amounts and amounts owing to all creditors under any combined or syndicated credit arrangement) exceeding $1,000,000 and such default shall (a) consist of the failure to pay such Debt when due, whether by acceleration or otherwise, after giving effect to all applicable grace and notice periods, or (b) accelerate the maturity of such Debt or permit the holder or holders thereof, or any trustee or agent for such holder or holders, to cause such Debt to become due and payable (or require any Loan Party to purchase or redeem such Debt or post cash collateral in respect thereof) prior to its expressed maturity after giving effect to all applicable grace and notice periods; provided that this clause (b) shall not apply to secured Debt that becomes due as a result of a voluntary sale or transfer of the property or assets securing such Debt.

13.1.3. Departure of Keyman. Either Anthony Geisler or Mark Grabowski (each, a "Keyman") fails to be employed by Borrower or an Affiliate of Borrower in his current capacity and Borrower fails to replace such Keyman with a replacement acceptable to Administrative Agent in its commercially reasonable judgment as exercised by a commercial lender within the 200 day period following the departure of such Keyman.

13.1.4. Bankruptcy, Insolvency, etc. Any Loan Party becomes insolvent or generally fails to pay, or admits in writing its inability to pay, debts as they become due; or any Loan Party applies for, consents to, or acquiesces in the appointment of a trustee, monitor, receiver or other custodian for such Loan Party or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for any Loan Party or for a substantial part of the property of any thereof and is not discharged within 60 days; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy

or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of any Loan Party, and if such case or proceeding is not commenced by such Loan Party, it is consented to or acquiesced in by such Loan Party, or remains for 60 days undismissed; or any Loan Party takes any action to authorize, or in furtherance of, any of the foregoing.

13.1.5. Non-Compliance with Loan Documents. (a) Failure by any Loan Party to comply with or to perform (a) any covenant set forth in Sections 10.1.1, 10.1.2, 10.1.3, and continuance of such failure described in this clause (a) for 10 Business Days (or if any Loan Party has previously failed to comply with or perform any such covenant during the preceding 12 month period or twice during the term of this Agreement, for 5 Business Days), (b) any covenant set forth in Sections 10.1.4(a), 10.2, 10.3(b), 10.5(a), 10.6, 10.11, 10.12 or Section 11 (subject to the provisions of Section 13.4); or (c) any other provision of this Agreement or any other Loan Document (and not constituting an Event of Default under any other provision of this Section 13) and continuance of such failure described in this clause (c) for 30 days.

13.1.6. Representations; Warranties. Any representation or warranty made by any Loan Party herein or any other Loan Document is breached or is false or misleading in any material respect, or any schedule, certificate, financial statement, report, notice or other writing furnished by any Loan Party to Administrative Agent or any Lender in connection herewith is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.

13.1.7. Pension Plans. (a) Any Person institutes steps to terminate a Pension Plan if as a result of such termination a Material Adverse Effect would result; (b) a contribution failure occurs with respect to any Pension Plan that gives rise to a Lien on the assets of Borrower under Section 302(f) of ERISA; (c) the Unfunded Liability exceeds twenty percent of the Total Plan Liability and a Material Adverse Effect results, or (d) there shall occur any withdrawal or partial withdrawal from a Multiemployer Pension Plan and the withdrawal liability (without unaccrued interest) results in a Material Adverse Effect.

13.1.8. Judgments. Final judgments which exceed an aggregate of $1,000,000 (which are not covered by insurance as to which the insurance company has been notified of such judgment and has acknowledged coverage thereof), shall be rendered against any Loan Party and shall not have been paid, discharged or vacated or had execution thereof stayed pending appeal within 30 days after entry or filing of such judgments (or such other longer time period as permitted by the judgment).

13.1.9. Invalidity of Loan Documents, etc. Any Loan Document shall cease to be in full force and effect other than in accordance with its terms; or any Loan Party (or any Person by, through or on behalf of any Loan Party) shall contest in any manner the validity, binding nature or enforceability of any Loan Document.

13.1.10. Invalidity of Subordination Provisions, etc. Any subordination provision in any document or instrument governing any subordination provision in any subordination agreement that relates to any subordinated debt, or any subordination provision in any guaranty by any Loan Party of any subordinated debt, shall cease to be in full force and effect (other than in accordance with its terms), or any Loan Party by, through or on behalf of

any Loan Party shall contest in any manner the validity, binding nature or enforceability of any such provision (other than in accordance with its terms).

13.1.11. Change of Control. A Change of Control shall occur.

13.2. Effect of Event of Default. If any Event of Default described in Section 13.1.4 shall occur in respect of Borrower, the Commitments shall immediately terminate and the Loans and all other Obligations hereunder shall become immediately due and payable and Borrower shall become immediately obligated to Cash Collateralize all Letters of Credit, all without presentment, demand, protest or notice of any kind; and, if any other Event of Default shall occur and be continuing, Administrative Agent may (and, upon the written request of the Required Lenders shall) declare, in a written notice to Borrower Representative, the Commitments to be terminated in whole or in part and/or declare all or any part of the Loans and all other Obligations hereunder to be due and payable and/or demand that Borrower immediately Cash Collateralize all or any Letters of Credit, whereupon the Commitments shall immediately terminate (or be reduced, as applicable) and/or the Loans and other Obligations hereunder shall become immediately due and payable (in whole or in part, as applicable) and/or Borrower shall immediately become obligated to Cash Collateralize the Letters of Credit (all or any, as applicable), all without presentment, demand, protest or notice of any kind (other than as expressly provided for above in this sentence). Administrative Agent shall promptly advise Borrower of any such declaration, but failure to do so shall not impair the effect of such declaration. Any cash collateral delivered hereunder shall be held by Administrative Agent (without liability for interest thereon) and applied to the Obligations arising in connection with any drawing under a Letter of Credit. After the expiration or termination of all Letters of Credit, such cash collateral shall be applied by Administrative Agent to any remaining Obligations hereunder and any excess shall be delivered to Borrower or as a court of competent jurisdiction may elect.

13.3. Credit Bidding. The Loan Parties and the Lenders hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product provider shall be deemed to authorize) Administrative Agent, based upon the instruction of the Required Lenders, to Credit Bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (and the Loan Parties shall approve Administrative Agent as a qualified bidder and such Credit Bid as qualified bid) at any sale thereof conducted by Administrative Agent, based upon the instruction of the Required Lenders, under any provisions of the Uniform Commercial Code, as part of any sale or investor solicitation process conducted by any Loan Party, any interim receiver, receiver, receiver and manager, administrative receiver, trustee, agent or other Person pursuant or under any insolvency laws; provided, however, that (i) the Required Lenders may not direct Administrative Agent in any manner that does not treat each of the Lenders equally, without preference or discrimination, in respect of consideration received as a result of the Credit Bid, (ii) the acquisition documents shall be commercially reasonable and contain customary protections for minority holders, such as, among other things, anti-dilution and tag-along rights, (iii) the exchanged debt or equity securities must be freely transferable, without restriction (subject to applicable securities laws) and (iv) reasonable efforts shall be made to structure the acquisition in a manner that causes the governance documents pertaining thereto to not impose any obligations or liabilities upon the Lenders individually (such as indemnification obligations).

For purposes of the preceding sentence, the term "Credit Bid" shall mean, an offer submitted by Administrative Agent (on behalf of the Lender group), based upon the instruction of the Required Lenders, to acquire the property of any Loan Party or any portion thereof in exchange for and in full and final satisfaction of all or a portion (as determined by Administrative Agent, based upon the instruction of the Required Lenders) of the claims and Obligations under this Agreement and other Loan Documents.

13.4. Right to Cure Financial Covenant Breach. Notwithstanding anything to the contrary contained in this Section 13, for purposes of determining whether the Loan Parties have failed to comply with any covenant contained in Section 11.14, Borrower shall have the right (the "Cure Right") to increase EBITDA for any Fiscal Quarter by the amount of Net Cash Proceeds (the "Cure Amount") actually received by Holdings from the Sponsor and any other owners of the Capital Securities of Holdings (by way of common equity contributions or in return for the issuance of Capital Securities) during or after the end of such Fiscal Quarter and on or prior to the date that is ten Business Days after the date on which financial statements with respect to such Fiscal Quarter are required to be delivered pursuant to Section 10.1.2 (the "Cure Date"), in each case so long as, and to the extent that, such amounts are then contributed by Holdings in cash to the common equity of Intermediate Holdings and then contributed by Intermediate Holdings to Borrower, and that, on or prior to the Cure Date, Borrower shall inform the Administrative Agent of the Cure Amount, whereupon the covenants contained in Section 11.14 shall be recalculated giving effect to the following pro forma adjustments:

(i) EBITDA shall be increased, solely for the purpose of determining the existence of a Default or Event of Default under the covenants contained in Section 11.14 for the Computation Period for which the Cure Right was exercised with the Cure Amount applied to the Fiscal Quarter for which the Cure Right was exercised (such Fiscal Quarter, an "Increased Fiscal Quarter") and for any subsequent Computation Period which includes such Increased Fiscal Quarter by the Cure Amount; it being understood that for purposes of calculating the Total Debt to EBITDA Ratio as of the end of the Fiscal Quarter for which the Cure Right was exercised, Total Debt shall not be reduced by the amount of any prepayment or repayment of Debt made with the Cure Amount; and

(ii) if, after giving effect to the foregoing recalculations, Borrower shall then be in compliance with the requirements of all covenants contained in Section 11.14, Borrower shall be deemed to have satisfied the requirements of the financial performance covenants contained in Section 11.14 as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date and the applicable breach or default that had occurred shall be deemed cured for purposes of this Agreement.

Notwithstanding anything herein to the contrary, (a) the Cure Right may not be exercised in consecutive Fiscal Quarters, (b) during the term of this Agreement there shall be no more than five Fiscal Quarters in which a Cure Right is exercised, (c) the Cure Amount allowed shall be, at the option of the Borrower, the greater of (x) $250,000 or (y) the amount required to cause Borrower to be in compliance with the covenants contained in Section 11.14, (d) the amount of any individual Cure Amount shall not exceed 15% of the trailing twelve month EBITDA for the

most recently ended month for which financial statements have been delivered and the aggregate amount of all Cure Amounts during the term of this Agreement shall not exceed $6,500,000, and (e) Borrower shall apply all Cure Amounts to the prepayment of outstanding Term Loans in accordance with Section 6.2.2(a)(vi); provided that until the day that is ten Business Days after the day on which financial statements are required to be delivered for the period ending on the last day of the applicable Fiscal Quarter, notwithstanding any other provision of this Agreement or any other Loan Document, no Event of Default resulting solely from a breach of the covenants set forth in Section 11.14 shall be deemed to have occurred (other than for purposes of Section 12.2) and neither the Administrative Agent nor any Lender shall have any right to declare all or any portion of any one or more of the Commitments of any Lender to make Loans or of the L/C Issuer to Issue Letters of Credit to be suspended or terminated, declare all or any portion of the unpaid principal amount of any outstanding Loans, interest accrued and unpaid thereon, and all amounts owing or payable hereunder or under any other Loan Document to be due and payable and/or exercise any other rights and remedies available under the Loan Documents or applicable law (including, without limitation, any right to foreclose on or take possession of Collateral or to increase the interest rate applicable to each Loan or other Obligation hereunder or the rate applicable to each Letter of Credit) in each case prior to the Cure Date solely on the basis of an allegation of an Event of Default having occurred and being continuing under Section 13.1.5 due to failure by the Loan Parties to comply with any financial covenant set forth in Section 11.14 (for avoidance of doubt, none of Administrative Agent, any Issuing Lender nor any Lender shall be required to advance any Loans and/or issue any Letters of Credit during such period).

SECTION 14
ADMINISTRATIVE AGENT.

14.1. Appointment and Authorization. Each Lender hereby irrevocably (subject to Section 14.10) appoints, designates and authorizes Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document, Administrative Agent shall not have any duty or responsibility except those expressly set forth herein, nor shall Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in other Loan Documents with reference to Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

14.2. Issuing Lenders. The Issuing Lenders shall act on behalf of the Lenders (according to their Pro Rata Shares) with respect to any Letters of Credit issued by them and the documents associated therewith. The Issuing Lenders shall have all of the benefits and immunities (a) provided to Administrative Agent in this Section 14 with respect to any acts taken or omissions suffered by the Issuing Lenders in connection with Letters of Credit issued by them

or proposed to be issued by them and the applications and agreements for letters of credit pertaining to such Letters of Credit as fully as if the term "Administrative Agent", as used in this Section 14, included the Issuing Lenders with respect to such acts or omissions and (b) as additionally provided in this Agreement with respect to the Issuing Lenders.

14.3. Delegation of Duties. Administrative Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. Administrative Agent shall not be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

14.4. Exculpation of Administrative Agent. None of Administrative Agent nor any of its directors, officers, employees or agents shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except to the extent resulting from its own gross negligence or willful misconduct in connection with its duties expressly set forth herein as determined by a final, nonappealable judgment by a court of competent jurisdiction), or (b) be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or Affiliate of Borrower, or any officer thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (or the creation, perfection or priority of any Lien or security interest therein), or for any failure of Borrower or any other party to any Loan Document to perform its Obligations hereunder or thereunder. Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of Borrower or any of Borrower's Subsidiaries or Affiliates.

14.5. Reliance by Administrative Agent. Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, electronic mail message, affidavit, letter, telegram, facsimile, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Borrower), independent accountants and other experts selected by Administrative Agent. Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, confirmation from the Lenders of their obligation to indemnify Administrative Agent against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders and such request and any action taken or failure to act pursuant thereto shall be binding upon each Lender. For purposes of determining compliance with the conditions specified in

Section 12, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless Administrative Agent shall have received written notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

14.6. Notice of Default. Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Event of Default or Default except with respect to defaults in the payment of principal, interest and fees required to be paid to Administrative Agent for the account of the Lenders, unless Administrative Agent shall have received written notice from a Lender or Borrower referring to this Agreement, describing such Event of Default or Default and stating that such notice is a "notice of default". Administrative Agent will notify the Lenders of its receipt of any such notice. Administrative Agent shall take such action with respect to such Event of Default or Default as may be requested by the Required Lenders in accordance with Section 13; provided that unless and until Administrative Agent has received any such request, Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default or Default as it shall deem advisable or in the best interest of the Lenders.

14.7. Credit Decision. Each Lender acknowledges that Administrative Agent has not made any representation or warranty to it, and that no act by Administrative Agent hereafter taken, including any consent and acceptance of any assignment or review of the affairs of the Loan Parties, shall be deemed to constitute any representation or warranty by Administrative Agent to any Lender as to any matter, including whether Administrative Agent has disclosed material information in its possession. Each Lender represents to Administrative Agent that it has, independently and without reliance upon Administrative Agent and based on such documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties, and made its own decision to enter into this Agreement and to extend credit to Borrower hereunder. Each Lender also represents that it will, independently and without reliance upon Administrative Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of Borrower. Except for notices, reports and other documents expressly herein required to be furnished to the Lenders by Administrative Agent, Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial or other condition or creditworthiness of Borrower which may come into the possession of Administrative Agent.

14.8. Indemnification. Whether or not the transactions contemplated hereby are consummated, each Lender shall indemnify upon demand Administrative Agent and its directors, officers, employees and agents (to the extent not reimbursed by or on behalf of Borrower and without limiting the obligation of Borrower to do so), according to its applicable Pro Rata Share, from and against any and all Indemnified Liabilities (as hereinafter defined); provided that no Lender shall be liable for any payment to any such Person of any portion of the Indemnified

Liabilities to the extent determined by a final, nonappealable judgment by a court of competent jurisdiction to have resulted from the applicable Person's own gross negligence or willful misconduct. No action taken in accordance with the directions of the Required Lenders shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section. Without limitation of the foregoing, each Lender shall reimburse Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs and Taxes) incurred by Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that Administrative Agent is not reimbursed for such expenses by or on behalf of Borrower. The undertaking in this Section shall survive repayment of the Loans, cancellation of the Notes, expiration or termination of the Letters of Credit, any foreclosure under, or modification, release or discharge of, any or all of the Collateral Documents, termination of this Agreement and the resignation or replacement of Administrative Agent.

14.9. Administrative Agent in Individual Capacity. Monroe Capital and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Capital Securities in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with the Loan Parties and Affiliates as though Monroe Capital were not Administrative Agent hereunder and without notice to or consent of any Lender. Each Lender acknowledges that, pursuant to such activities, Monroe Capital or its Affiliates may receive information regarding Borrower or its Affiliates (including information that may be subject to confidentiality obligations in favor of Borrower or such Affiliate) and acknowledges that Administrative Agent shall be under no obligation to provide such information to them. With respect to their Loans (if any), Monroe Capital and its Affiliates shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though Monroe Capital were not Administrative Agent, and the terms "Lender" and "Lenders" include Monroe Capital and its Affiliates, to the extent applicable, in their individual capacities.

14.10. Successor Administrative Agent. Administrative Agent may resign as Administrative Agent upon 30 days' notice to the Lenders. If Administrative Agent resigns under this Agreement, the Required Lenders shall, with (so long as no Event of Default exists) the consent of Borrower (which shall not be unreasonably withheld or delayed), appoint from among the Lenders a successor agent for the Lenders. If no successor agent is appointed prior to the effective date of the resignation of Administrative Agent, Administrative Agent may appoint, after consulting with the Lenders and Borrower, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor agent hereunder, such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and the term "Administrative Agent" shall mean such successor agent, and the retiring Administrative Agent's appointment, powers and duties as Administrative Agent shall be terminated. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Section 14 and Sections 15.5 and 15.17 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement. If no successor agent has accepted appointment as Administrative Agent by the date which is 30 days following a retiring Administrative Agent's notice of resignation, the retiring

Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above.

14.11. Collateral Matters. Each Lender authorizes and directs Administrative Agent to enter into the other Loan Documents for the benefit of Lenders. Each Lender hereby agrees that, except as otherwise set forth herein, any action taken by Administrative Agent or Required Lenders in accordance with the provisions of this Agreement or the other Loan Documents, and the exercise by the Administrative Agent or Required Lenders of the powers set forth herein or therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all Lenders. Administrative Agent is hereby authorized on behalf of all Lenders, without the necessity of any notice to or further consent from any Lender to take any action with respect to any Collateral or Loan Documents which may be necessary to perfect and maintain perfected (with respect to intellectual property, if and to the extent contemplated under the Guaranty and Collateral Agreement) the Liens upon the Collateral granted pursuant to this Agreement and the other Loan Documents. The Lenders irrevocably authorize Administrative Agent, at its option and in its discretion, (a) to release any Lien granted to or held by Administrative Agent under any Collateral Document (i) upon termination of the Commitments and payment in full of all Loans and all other outstanding obligations of Borrower hereunder and the expiration or termination or Cash Collateralization of all Letters of Credit; (ii) constituting property sold or to be sold or disposed of as part of or in connection with any disposition permitted hereunder (including the release of any Guarantor); or (iii) subject to Section 15.1, if approved, authorized or ratified in writing by the Required Lenders; or (b) to subordinate its interest in any Collateral to any holder of a Lien on such Collateral which is permitted by Section 11.2(d)(i) or (d)(iii) (it being understood that Administrative Agent may conclusively rely on a certificate from Borrower in determining whether the Debt secured by any such Lien is permitted by Section 11.1(b)). Upon request by Administrative Agent at any time, the Lenders will confirm in writing Administrative Agent's authority to release, or subordinate its interest in, particular types or items of Collateral pursuant to this Section 14.11.

14.12. Restriction on Actions by Lenders. Each Lender agrees that it shall not, without the express written consent of Administrative Agent, and shall, upon the written request of Administrative Agent (to the extent it is lawfully entitled to do so), set off against the Obligations, any amounts owing by such Lender to a Loan Party or any deposit accounts of any Loan Party now or hereafter maintained with such Lender that are not Excluded Accounts. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by Administrative Agent, take or cause to be taken, any action, including the commencement of any legal or equitable proceedings to foreclose any loan or otherwise enforce any security interest in any of the Collateral or to enforce all or any part of this Agreement or the other Loan Documents. All enforcement actions under this Agreement and the other Loan Documents against the Loan Parties or any third party with respect to the Obligations or the Collateral may only be taken by Administrative Agent (at the direction of the Required Lenders or as otherwise permitted in this Agreement) or by its agents at the direction of Administrative Agent.

14.13. Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, Administrative Agent

(irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether Administrative Agent shall have made any demand on Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and Administrative Agent under Sections 5, 15.5 and 15.17) allowed in such judicial proceedings; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to Administrative Agent and, in the event that Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent and its agents and counsel, and any other amounts due Administrative Agent under Sections 5, 15.5 and 15.17.

Nothing contained herein shall be deemed to authorize Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

14.14. Other Agents; Arrangers and Managers. None of the Lenders or other Persons identified on the facing page or signature pages of this Agreement as a "syndication agent," "documentation agent," "co-agent," "book manager," "lead manager," "arranger," "lead arranger" or "co-arranger", if any, shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than, in the case of such Lenders, those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

14.15. Protective Advances. Administrative Agent may, from time to time at any time that an Event of Default has occurred and is continuing, make all disbursements and advances ("Protective Advances") that Administrative Agent, in its sole discretion, deems necessary or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Loan Parties of the Loans and other Obligations or to pay any other amount chargeable to the Loan Parties

pursuant to the terms of this Agreement and the other Loan Documents, including, without limitation, costs, fees and expenses as described in Section 15.5. Protective Advances are repayable on demand and will be secured by the Collateral and bear interest at a rate per annum equal to the rate then applicable to Base Rate Loans. The maximum aggregate amount of Protective Advances that Administrative Agent may make is $5,000,000. Protective Advances constitute Obligations under this Agreement and may be charged to the Loan Account in accordance with Section 7.1.2. No Protective Advance made by Administrative Agent and charged to the Loan Account will be deemed to constitute a Loan and no Lender will have any obligation to fund any amount to Administrative Agent as a result thereof. The Administrative Agent shall notify each Lender and the Borrower Representative in writing of each Protective Advance made by Administrative Agent, which notice must include a description of the purpose of that Protective Advance.

SECTION 15
GENERAL.

15.1. Waiver; Amendments.

15.1.1. No delay on the part of Administrative Agent or any Lender in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement or the other Loan Documents shall in any event be effective unless the same shall be in writing and acknowledged by Lenders having an aggregate Pro Rata Shares of not less than the aggregate Pro Rata Shares expressly designated herein with respect thereto or, in the absence of such designation as to any provision of this Agreement, by the Required Lenders, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that the Agent Fee Letter may be amended, waived, consented to or modified by the parties thereto. No amendment, modification, waiver or consent shall (a) extend or increase the Commitment of any Lender without the written consent of such Lender, (b) extend the date scheduled for payment of any principal (excluding mandatory prepayments) of or interest on the Loans or any fees payable hereunder without the written consent of each Lender directly affected thereby, (c) reduce the principal amount of any Loan, the rate of interest thereon or any fees payable hereunder, without the consent of each Lender directly affected thereby (except (i) for periodic adjustments of interest rates and fees resulting from a change in the LIBOR Rate and the Base Rate as provided for in this Agreement, and (ii) that Required Lenders may rescind any increase in the interest rate under and in accordance with Section 4.1).; or (d) release any Guarantor from its obligations under the Guaranty and Collateral Agreement, other than as part of or in connection with any disposition permitted hereunder, or all or any substantial part of the Collateral granted under the Collateral Documents (except as permitted by Section 14.11), change the definition of Required Lenders, any provision of this Section 15.1, any provision of Section 13.3, change the definition of Pro Rata Share, or reduce the aggregate Pro Rata Share required to effect an amendment, modification, waiver or consent, without, in each case set forth in this clause (d), the written consent of all Lenders. No provision of Sections 6.2.2 or 6.3 with respect to the timing or application of mandatory prepayments of the Loans shall be amended, modified or waived without the consent of Lenders having a

majority of the aggregate Pro Rata Shares of the Term Loans affected thereby. No provision of Section 14 or other provision of this Agreement affecting Administrative Agent in its capacity as such shall be amended, modified or waived without the consent of Administrative Agent. No provision of this Agreement relating to the rights or duties of the Issuing Lenders in their capacities as such shall be amended, modified or waived without the consent of the Issuing Lenders.

Notwithstanding the foregoing, this agreement may be amended (or amended and restated) with the written consent of the Required Lenders, Administrative Agent and Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans, the Revolving Loans, the Revolving Commitments and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

15.1.2. Either (a) if, in connection with any proposed amendment, modification, waiver or termination requiring the consent of all Lenders or all affected Lenders, the consent of the Required Lenders is obtained, but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is required and not obtained being referred to as a "Non-Consenting Lender") or (b) upon the receipt by the Borrower of notice and demand from any Lender for any payment provided in Section 8.1 (such Lender, together with any Non-Consenting Lender, each an "Affected Lender"), then, so long as Administrative Agent is not an Affected Lender, Administrative Agent and/or a Person or Persons reasonably acceptable to Administrative Agent (who shall in no event be a Disqualified Lender) shall have the right to purchase from such Affected Lenders (on the express condition that upon such purchase such purchasing Person will consent to the proposed amendment), and such Affected Lenders agree that they shall, upon Administrative Agent's request, sell and assign to Administrative Agent and/or such Person or Persons, all of the Loans and Revolving Commitments of such Affected Lenders for an amount equal to the principal balance of all such Loans and Revolving Commitments held by such Affected Lenders and all accrued interest, fees, expenses and other amounts then due with respect thereto through the date of sale, such purchase and sale to be consummated pursuant to an executed Assignment Agreement.

15.2. Confirmations. Borrower and each holder of a Note agree from time to time, upon written request received by it from the other, to confirm to the other in writing (with a copy of each such confirmation to Administrative Agent) the aggregate unpaid principal amount of the Loans then outstanding under such Note.

15.3. Notices.

15.3.1. Generally. Except as otherwise provided in Section 2.2.2, all notices hereunder shall be in writing (including facsimile or other electronic transmission) and shall be sent to the applicable party at its address shown on Annex B or at such other address as such party may, by written notice received by the other parties, have designated as its address for such purpose. Notices sent by facsimile or electronic transmission shall be deemed to have been given when sent; notices sent by mail shall be deemed to have been given three Business Days

after the date when sent by registered or certified mail, postage prepaid; and notices sent by hand delivery or overnight courier service shall be deemed to have been given when received. For purposes of Section 2.2.2, Administrative Agent shall be entitled to rely on telephonic instructions from any person that Administrative Agent in good faith believes is an authorized officer or employee of Borrower, and Borrower shall hold Administrative Agent and each other Lender harmless from any loss, cost or expense resulting from any such reliance.

15.3.2. Electronic Communications.

(a) Notices and other communications to any Lender under this Agreement may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Administrative Agent, but the foregoing does not apply to notices to any Lender pursuant to Section 2.1.3 if that Lender has notified Administrative Agent and Borrower Representative that it is incapable of receiving notices under Section 2.1.3 by electronic communication. Administrative Agent or any of Holdings, Intermediate Holdings and Borrower may, in its respective sole discretion, agree to accept notices and other communications to it under this Agreement by electronic communications pursuant to procedures approved by it, and approval of any such procedures may be limited to particular notices or communications.

(b) Unless otherwise agreed by the sender and the intended recipient, (i) notices and other communications sent to an e-mail address will be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail, or other written acknowledgement); (ii) notices or communications posted to an Internet or intranet website will be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that the notice or communication is available and identifying the website address therefor; and (iii) for both clauses (i) and (ii) of this Section 15.3.2(b), any notice, e mail or other communication that is not sent during the normal business hours of the intended recipient will be deemed to have been sent at the opening of business on the next Business Day for the intended recipient.

15.4. Computations. Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Agreement, such determination or calculation shall, to the extent applicable and except as otherwise specified in this Agreement, be made in accordance with GAAP, consistently applied; provided that if Borrower notifies Administrative Agent that Borrower wishes to amend any covenant in Sections 10 or 11.14 (or any related definition) to eliminate or to take into account the effect of any change in GAAP on the operation of such covenant (or if Administrative Agent notifies Borrower that the Required Lenders wish to amend Sections 10 or 11.14 (or any related definition) for such purpose), then Borrower's compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant (or related definition) is amended in a manner satisfactory to Borrower and the Required Lenders.

15.5. Costs, Expenses. Each Loan Party, jointly and severally agrees to pay on demand, subject to any limitations set forth in Section 10.2 with respect to audits and inspections, (a) all reasonable and documented out-of-pocket costs and expenses of Administrative Agent and following the occurrence and during the continuance of an Event of Default any Lender (including Attorney Costs) in connection with the preparation, execution, syndication, delivery and administration (including perfection and protection of any Collateral and the costs of Intralinks (or other similar service), if applicable) of this Agreement, the other Loan Documents and all other documents provided for herein or delivered or to be delivered hereunder or in connection herewith (including any amendment, supplement or waiver to any Loan Document), whether or not the transactions contemplated hereby or thereby shall be consummated, and (b) all reasonable and documented out-of-pocket costs and expenses (including Attorney Costs) incurred by Administrative Agent and each Lender after an Event of Default in connection with the collection of the Obligations or the enforcement of this Agreement the other Loan Documents or any such other documents or during any workout, restructuring or negotiations in respect thereof; provided, however, that such Attorney Costs described in each of clauses (a) and (b) above shall be limited to Attorney Costs of one counsel to the Administrative Agent and Lenders taken as a whole, one counsel for franchise counsel to Administrative Agent (and, if reasonably necessary, one local counsel to the Administrative Agent and all the Lenders taken as a whole in any relevant jurisdiction), unless the representation of the Administrative Agent and one or more Lenders by counsel for all Lenders would be inappropriate due to the existence of an actual conflict of interest that is not waived, in which case Borrower shall also be required to reimburse the Attorney Costs of one counsel to such affected Lenders similarly-situated (taken as a whole). In addition, each Loan Party agrees to pay, and to save Administrative Agent and the Lenders harmless from all liability for, any fees of Borrower's auditors in connection with any reasonable exercise by Administrative Agent and the Lenders of their rights pursuant to Section 10.2. All Obligations provided for in this Section 15.5 shall survive repayment of the Loans, cancellation of the Notes, expiration or termination of the Letters of Credit and termination of this Agreement.

15.6. Assignments; Participations.

15.6.1. Assignments.

(a) Any Lender may at any time assign to one or more Eligible Assignees other than the Sponsor, Borrower or any Affiliate thereof (any such Person, an "Assignee") all or any portion of such Lender's Loans and Commitments, with the prior written consent of Administrative Agent, the Issuing Lenders (for an assignment of the Revolving Loans and the Revolving Commitments) and Borrower (which consent of Borrower shall not be unreasonably withheld or delayed), provided, however, (i) such consent of Borrower shall not be required (x) for an assignment by a Lender to a Lender or an Affiliate of a Lender or an Approved Fund, or (y) upon the occurrence and during the continuance of a Specified Event of Default, (ii) such consent of Administrative Agent and the Issuing Lenders shall not be required for an assignment by a Lender to a Lender or an Affiliate of a Lender or an Approved Fund and (iii) no such assignment shall be to a Disqualified Lender. Except as Administrative Agent may otherwise agree, any such assignment shall be in a minimum aggregate amount equal to $1,000,000 or, if less, the remaining Commitment and Loans held by the assigning Lender. Borrower and Administrative Agent shall be entitled to continue to deal solely and directly with such Lender in

connection with the interests so assigned to an Assignee until Administrative Agent shall have received and accepted an effective assignment agreement in substantially the form of Exhibit C hereto (an "Assignment Agreement") executed, delivered and fully completed by the applicable parties thereto and a processing fee of $3,500 and the tax forms required by Section 7.6(d); provided, that, no processing fee shall be payable in connection with an assignment by a Lender to a Lender or an Affiliate of a Lender or an Approved Fund. If an assignment is made to any Person and at the time of such assignment Borrower would be obligated to pay a greater amount under Sections 7.6 or 8 to the Assignee than Borrower is then obligated to pay to the assigning Lender under such Sections then Borrower will not be required to pay such greater amounts to such Assignee. Any attempted assignment not made in accordance with this Section 15.6.1 shall be treated as the sale of a participation under Section 15.6.2. If Borrower has not expressly objected to any assignment requiring its consent hereunder within three Business Days after notice thereof, Administrative agent shall provide Borrower with a second copy of such notice and Borrower shall be deemed to have granted unless Borrower has expressly objected to such assignment within seven days after receipt of such second notice thereof.

(b) From and after the date on which the conditions described above have been met, (i) such Assignee shall be deemed automatically to have become a party hereto and, to the extent that rights and obligations hereunder have been assigned to such Assignee pursuant to such Assignment Agreement, shall have the rights and obligations of a Lender hereunder and (ii) the assigning Lender, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment Agreement, shall be released from its rights (other than its indemnification rights) and obligations hereunder. Upon the request of the Assignee (and, as applicable, the assigning Lender) pursuant to an effective Assignment Agreement, Borrower shall execute and deliver to Administrative Agent for delivery to the Assignee (and, as applicable, the assigning Lender) a Note in the principal amount of the Assignee's Pro Rata Share of the Revolving Commitments plus the principal amount of the Assignee's Term Loans (and, as applicable, a Note in the principal amount of the Pro Rata Share of the Revolving Commitments retained by the assigning Lender plus the principal amount of the Term Loans retained by the assigning Lender). Each such Note shall be dated the effective date of such assignment. Upon receipt by Administrative Agent of such Note(s), the assigning Lender shall return to Borrower any prior Note held by it.

(c) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

15.6.2. Participations. Any Lender may at any time sell to one or more Persons participating interests in its Loans, Commitments or other interests hereunder (any such Person, a "Participant"), provided that such Person shall not be a Disqualified Lender. In the event of a sale by a Lender of a participating interest to a Participant, (a) such Lender's obligations hereunder shall remain unchanged for all purposes, (b) Borrower and Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations hereunder and (c) all amounts payable by Borrower shall be determined as if

such Lender had not sold such participation and shall be paid directly to such Lender. No Participant shall have any direct or indirect voting rights hereunder except with respect to any event described in Section 15.1 expressly requiring the unanimous vote of all Lenders or, as applicable, all affected Lenders. Each Lender agrees to incorporate the requirements of the preceding sentence into each participation agreement which such Lender enters into with any Participant. Borrower agrees that if amounts outstanding under this Agreement are due and payable (as a result of acceleration or otherwise), each Participant shall be deemed to have the right of set-off in respect of its participating interest in amounts owing under this Agreement and with respect to any Letter of Credit to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement; provided that such right of set-off shall be subject to the obligation of each Participant to share with the Lenders, and the Lenders agree to share with each Participant, as provided in Section 7.5. Borrower also agrees that each Participant shall be entitled to the benefits of Section 7.6 or 8 as if it were a Lender (provided (i) that on the date of the participation no Participant shall be entitled to any greater compensation pursuant to Section 7.6 or 8 than would have been paid to the participating Lender on such date if no participation had been sold except to the extent such entitlement to receive a greater payment results from a change in law that occurs after the Participant acquired the applicable participation and (ii) that each Participant complies with Section 7.6(d) as if it were an Assignee, it being understood that the documentation required under Section 7.6(d) shall be delivered to the participating Lender). Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts of and stated interest on each Participant's interest in the Loans, Commitments or other interests hereunder (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under this Agreement or any Loan Documents) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

15.7. Register. Administrative Agent, acting solely for this purpose as an agent of Borrower, shall maintain a copy of each Assignment Agreement delivered and accepted by it and register (the "Register") for the recordation of names and addresses of the Lenders and the Commitments of, and principal amounts of and stated interest on the Loans owing to, each Lender pursuant to the terms hereof from time to time and whether such Lender is the original Lender or the Assignee. No assignment shall be effective unless and until the Assignment Agreement is accepted and registered in the Register. All records of transfer of a Lender's interest in the Register shall be conclusive, absent manifest error, as to the ownership of the interests in the Loans, and Borrower, Administrative Agent, and Lenders shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. Administrative Agent shall not incur any liability of any kind with respect to any Lender with respect to the maintenance of the Register.

15.8. GOVERNING LAW. THIS AGREEMENT AND EACH NOTE SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

15.9. Confidentiality. As required by federal law and Administrative Agent's policies and practices, Administrative Agent may need to obtain, verify, and record certain customer identification information and documentation in connection with opening or maintaining accounts, or establishing or continuing to provide services. Administrative Agent and each Lender agree to use commercially reasonable efforts (equivalent to the efforts Administrative Agent or such Lender applies to maintain the confidentiality of its own confidential information) to maintain as confidential all information provided to them by any Loan Party, except that Administrative Agent and each Lender may disclose such information (a) to Persons employed or engaged by Administrative Agent or such Lender or such Lender's Affiliates or Approved Funds in evaluating, approving, structuring or administering the Loans and the Commitments; (b) to any assignee or participant or potential assignee or participant, other than a Disqualified Lender, that has agreed to comply with the covenant contained in this Section 15.9 (and any such assignee or participant or potential assignee or participant may disclose such information to Persons employed or engaged by them as described in clause (a) above); (c) (i) as required or requested by any federal or state regulatory authority or examiner, or any insurance industry association, or (ii) as reasonably believed by Administrative Agent or such Lender to be compelled by any court decree, subpoena or legal or administrative order or process; provided Administrative Agent or such Lender shall notify the Borrower prior to making such disclosure, unless such notification is prohibited; (d) as, on the advice of Administrative Agent's or such Lender's counsel, is required by law provided the Administrative Agent or such Lender shall notify the Borrower prior to making such disclosure, unless such notification is prohibited; (e) in connection with the exercise of any right or remedy under the Loan Documents or in connection with any litigation to which Administrative Agent or such Lender is a party; (f) to any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender; (g) to any Affiliate of Administrative Agent, the Issuing Lenders or any Lender who may provide Bank Products to the Loan Parties; (h) to Lender's independent auditors and other professional advisors as to which such information has been identified as confidential; (i) that ceases to be confidential through no fault of Administrative Agent or any Lender; (j) to any person appointed by the Administrative Agent or any Lender to provide administration or settlement services in respect of one or more of the Loan documents including without limitation, in relation to the trading of participations in respect of the Loan Documents, such confidential information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (j) if the service provider to whom the confidential information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the Administrative Agent or Lender, as applicable; or (k) the Administrative Agent or such Lender may disclose to any national or international numbering service provider appointed by the Administrative Agent or such Lender to provide identification numbering services in respect of this Agreement and/or one or more Loan Parties the following information:

(i) names of Loan Parties;

(ii) country of domicile of Loan Parties;

(iii) place of incorporation of Loan Parties;

(iv) date of this Agreement;

(v) the name of the Administrative Agent;

(vi) date of each amendment and restatement of this Agreement;

(vii) amount of total Commitments;

(viii) currencies of the Loans;

(ix) type of Loans;

(x) ranking of Loans;

(xi) Termination Date for the Loans;

(xii) changes to any of the information previously supplied pursuant to paragraphs (i) to (xi) above; and

(xiii) such other information agreed in writing between the Administrative Agent or such Lender and the Loan Party,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services. The Loan Parties acknowledge and agree that each identification number assigned to this Agreement and/or one or more Loan Parties by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider. Each Loan Party represents that none of the information set out in paragraphs (i) to (xii) above is, nor will at any time be, unpublished price-sensitive information.

Notwithstanding the foregoing, (i) in the case of clauses (c)(ii), (d), (j) and (k) above, the Administrative Agent shall use commercially reasonable efforts to (A) give the applicable Loan Party written notice prior to disclosing the information, in the case of clauses (c) and (d), to the extent permitted by such requirement and in the case of clauses (j) and (k), providing a copy of the written agreement pursuant to which disclosure of information to other parties will be conducted; (B) in the case of clauses (c)(ii) and (d), cooperate with the Loan Party to obtain a protective order or similar confidential treatment, and (C) in the case of clauses (c)(ii) and (d), only disclose that portion of the confidential information as counsel for the Administrative Agent or Lender, as applicable, advises such Administrative Agent or Lender that it must disclose pursuant to such requirement and (ii) in no event shall the Administrative Agent or any Lender disclose any such confidential information to any Disqualified Lender. The Administrative Agent or any Lender may publish a tombstone or similar advertising material relating to the

financing transactions contemplated by this Agreement, and Administrative Agent reserves the right to provide to industry trade organizations information necessary and customary for inclusion in league table measurements. If any provision of any confidentiality agreement, nondisclosure agreement or other similar agreement between Borrower and Lender conflicts with or contradicts this Section 15.9 with respect to the treatment of confidential information, this section shall supersede all such prior or contemporaneous agreements and understandings between the parties.

15.10. Severability. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the Loan Parties and rights of Administrative Agent and the Lenders expressed herein or in any other Loan Document shall be in addition to and not in limitation of those provided by applicable law.

15.11. Nature of Remedies. All Obligations of the Loan Parties and rights of Administrative Agent and the Lenders expressed herein or in any other Loan Document shall be in addition to and not in limitation of those provided by applicable law. No failure to exercise and no delay in exercising, on the part of Administrative Agent or any Lender, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.12. Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof (except as relates to the fees described in Section 5.3) and any prior arrangements made with respect to the payment by the Loan Parties of (or any indemnification for) any fees, costs or expenses payable to or incurred (or to be incurred) by or on behalf of Administrative Agent or the Lenders.

15.13. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders shall deemed to be originals.

15.14. Successors and Assigns. This Agreement shall be binding upon Borrower, the Lenders and Administrative Agent and their respective successors and permitted assigns, and shall inure to the benefit of Borrower, the Lenders and Administrative Agent and the successors and assigns of the Lenders and Administrative Agent. No other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. No Loan Party may assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of Administrative Agent and each Lender.

15.15. Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

15.16. Customer Identification – USA Patriot Act Notice. Each Lender and Monroe Capital (for itself and not on behalf of any other party) hereby notifies the Loan Parties that, pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56, signed into law October 26, 2001 (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow such Lender or Monroe Capital, as applicable, to identify the Loan Parties in accordance with such legislation.

15.17. INDEMNIFICATION BY LOAN PARTIES. IN CONSIDERATION OF THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY ADMINISTRATIVE AGENT AND THE LENDERS AND THE AGREEMENT TO EXTEND THE COMMITMENTS PROVIDED HEREUNDER, BORROWER HEREBY AGREES TO INDEMNIFY, EXONERATE AND HOLD ADMINISTRATIVE AGENT, EACH LENDER AND EACH OF THE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, APPROVED FUNDS AND AGENTS OF ADMINISTRATIVE AGENT AND EACH LENDER (EACH A "LENDER PARTY") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, LOSSES, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING ATTORNEY COSTS (COLLECTIVELY, THE " INDEMNIFIED LIABILITIES"), INCURRED BY THE LENDER PARTIES OR ANY OF THEM AS A RESULT OF, OR ARISING OUT OF, OR RELATING TO (a) ANY TENDER OFFER, MERGER, PURCHASE OF CAPITAL SECURITIES, PURCHASE OF ASSETS OR OTHER SIMILAR TRANSACTION FINANCED OR PROPOSED TO BE FINANCED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, WITH THE PROCEEDS OF ANY OF THE LOANS, (b) THE USE, HANDLING, RELEASE, EMISSION, DISCHARGE, TRANSPORTATION, STORAGE, TREATMENT OR DISPOSAL OF ANY HAZARDOUS SUBSTANCE AT ANY PROPERTY OWNED OR LEASED BY ANY LOAN PARTY, (c) ANY VIOLATION OF ANY ENVIRONMENTAL LAWS WITH RESPECT TO CONDITIONS AT ANY PROPERTY OWNED OR LEASED BY ANY LOAN PARTY OR THE OPERATIONS CONDUCTED THEREON, (d) THE INVESTIGATION, CLEANUP OR REMEDIATION OF OFFSITE LOCATIONS AT WHICH ANY LOAN PARTY OR THEIR RESPECTIVE PREDECESSORS ARE ALLEGED TO HAVE DIRECTLY OR INDIRECTLY DISPOSED OF HAZARDOUS SUBSTANCES OR (e) THE EXECUTION, DELIVERY, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT BY ANY OF THE LENDER PARTIES; PROVIDED, HOWEVER, THAT NO LOAN PARTY SHALL HAVE ANY LIABILITY UNDER THIS SECTION 15.17 TO ANY INDEMNITEE WITH RESPECT TO ANY INDEMNIFIED LIABILITIES OR ANY EXPENSES TO THE EXTENT THAT SUCH LIABILITY (A) HAS RESULTED FROM THE APPLICABLE LENDER PARTY'S (EXCLUDING THE ADMINISTRATIVE AGENT IN ITS CAPACITY AS SUCH) BAD FAITH, FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR MATERIAL BREACH OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, IN EACH CASE, AS DETERMINED BY A FINAL, NONAPPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION OR (B) RELATES TO ANY DISPUTES SOLELY AMONG INDEMNITEES OR ANY OF THEIR AFFILIATES. IF AND TO THE EXTENT THAT THE FOREGOING UNDERTAKING MAY BE

UNENFORCEABLE FOR ANY REASON, EACH LOAN PARTY HEREBY AGREES TO MAKE THE MAXIMUM CONTRIBUTION TO THE PAYMENT AND SATISFACTION OF EACH OF THE INDEMNIFIED LIABILITIES WHICH IS PERMISSIBLE UNDER APPLICABLE LAW. ALL OBLIGATIONS PROVIDED FOR IN THIS SECTION 15.17 SHALL SURVIVE REPAYMENT OF THE LOANS, CANCELLATION OF THE NOTES, EXPIRATION OR TERMINATION OF THE LETTERS OF CREDIT, ANY FORECLOSURE UNDER, OR ANY MODIFICATION, RELEASE OR DISCHARGE OF, ANY OR ALL OF THE COLLATERAL DOCUMENTS AND TERMINATION OF THIS AGREEMENT. THIS SECTION 15.17 SHALL NOT APPLY WITH RESPECT TO TAXES OTHER THAN ANY TAXES THAT REPRESENT LOSSES, CLAIMS, DAMAGES, ETC. ARISING FROM ANY NON-TAX CLAIM.

15.18. Nonliability of Lenders. The relationship between Borrower on the one hand and the Lenders and Administrative Agent on the other hand shall be solely that of borrower and lender. Neither Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Loan Parties, on the one hand, and Administrative Agent and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor. Neither Administrative Agent nor any Lender undertakes any responsibility to any Loan Party to review or inform any Loan Party of any matter in connection with any phase of any Loan Party's business or operations. Borrower agrees, on behalf of itself and each other Loan Party, that neither Administrative Agent nor any Lender shall have liability to any Loan Party (whether sounding in tort, contract or otherwise) for losses suffered by any Loan Party in connection with, arising out of, or in any way related to the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. NO LENDER PARTY SHALL BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE BY OTHERS OF ANY INFORMATION OR OTHER MATERIALS OBTAINED THROUGH INTRALINKS OR OTHER SIMILAR INFORMATION TRANSMISSION SYSTEMS IN CONNECTION WITH THIS AGREEMENT (EXCEPT FOR ANY SUCH DAMAGES ARISING ON ACCOUNT OF THE BAD FAITH, FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR MATERIAL BREACH OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS BY THE APPLICABLE LENDER PARTY OR SUCH LENDER PARTY'S OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS, IN EACH CASE, AS DETERMINED BY A FINAL, NONAPPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION, NO PARTY SHALL HAVE ANY LIABILITY WITH RESPECT TO, AND EACH PARTY ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES, HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ARISING OUT OF ITS ACTIVITIES IN CONNECTION HEREWITH OR THEREWITH (WHETHER BEFORE OR AFTER THE CLOSING DATE). Each Party acknowledges that it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party. No joint venture is created hereby or by the other Loan

Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Loan Parties and the Lenders

15.19. FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE ADMINISTRATIVE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER APPROPRIATE JURISDICTION. EACH LOAN PARTY, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. ADMINISTRATIVE AGENT, EACH LENDER AND EACH LOAN PARTY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. EACH LOAN PARTY, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

15.20. WAIVER OF JURY TRIAL . EACH LOAN PARTY, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

15.21. Acknowledgement and Consent to Bail In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement, or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and (b) the effects of any Bail-in Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in

that EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

15.22. Existing Credit Agreement.

15.22.1. The parties hereto agree that, on the Closing Date, the following transactions shall be deemed to occur automatically, without further action by any party hereto:

(a) The Existing Credit Agreement shall, as of the Closing Date, be deemed to be amended and restated in its entirety in the form of, and pursuant to, this Agreement, and the Existing Credit Agreement shall thereafter be of no further force or effect except to evidence (i) the representations and warranties of the parties hereto prior to the Closing Date and (ii) any agreement to be performed or required to be performed pursuant to the Existing Credit Agreement prior to the Closing Date. Notwithstanding the foregoing, (a) the amendment and restatement effected by this Agreement shall not cure any breach thereof existing prior to the Closing Date, (b) this Agreement and the documents executed and delivered in connection herewith and the transactions contemplated hereby do not constitute a novation, payment and reborrowing or termination of any of the obligations of the Loan Parties under the Existing Credit Agreement as in effect prior to the Closing Date or a novation or payment and reborrowing of any amount owing under the Existing Credit Agreement as in effect prior to the Closing Date, (c) all such obligations of the Loan Parties are in all respects continuing with only the terms being modified as provided in this Agreement and the other Loan Documents, and (d) all Liens in the Collateral created under the Collateral Documents shall, except as expressly provided by this Agreement, continue in full force and effect and shall secure all of the Obligations.

(b) The Borrower and each Guarantor hereby acknowledges and agrees that each of the Existing Loan Documents that are not superseded by corresponding Loan Documents or such executed and delivered in connection with this Agreement to which the Borrower or such Guarantor is a party remains in full force and effect and hereby ratifies and reaffirms all of its respective repayment and performance obligations, contingent or otherwise, under each of such Existing Loan Documents (including each grant of security interests pursuant to the Collateral Documents) and, to the extent such Guarantor guaranteed any of the "Obligations", as defined in the Existing Credit Agreement pursuant to any such Existing Loan Documents as security for such Obligations, such Guarantor hereby ratifies and reaffirms such guaranty and agrees that such guaranty secures all of the Obligations under this Agreement and remains in full force and effect after giving effect to this Agreement. The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders under the Existing Credit Agreement or any Existing Loan Document, nor constitute a waiver of any provision of the Existing Credit Agreement or any other Existing Loan Document, except as specifically set forth herein or in a corresponding Loan Document.

(c) All "Loans" outstanding under the Existing Credit Agreement shall be deemed to be Loans under this Agreement. All issued and outstanding "Letters of Credit" issued

pursuant to the Existing Credit Agreement shall be deemed to be Letters of Credit issued under this Agreement and all obligations with respect to Letters of Credit existing under the Existing Credit Agreement shall be deemed to be outstanding under this Agreement and shall in all respects be continuing after the Closing Date and shall be deemed to be obligations with respect to Letters of Credit governed by this Agreement. All other "Obligations" existing under the Existing Credit Agreement shall be deemed to be outstanding under this Agreement and, in each case (i) are in all respects enforceable without the terms thereof being modified as provided by this Agreement and (ii) shall in all respects be continuing after the Closing Date and shall be deemed to be Obligations governed by this Agreement.

(d) Each reference in any other Loan Document to the Existing Credit Agreement shall be deemed to be a reference to this Agreement.

SECTION 16
JOINT AND SEVERAL LIABILITY

16.1. Applicability of Terms. Borrower is defined collectively to include all Persons constituting Borrower; provided, however, that any references herein to "any Borrower", "each Borrower", "a Borrower" or similar references, shall be construed as a reference to each individual Person comprising Borrower. In addition, each Person comprising Borrower hereby acknowledges and agrees that all of the representations, warranties, covenants, obligations, conditions, agreements and other terms contained in this Agreement shall be applicable to and shall be binding upon each Person comprising Borrower unless expressly otherwise stated herein.

16.2. Joint and Several Liability. Each Borrower shall be jointly and severally liable for all of the Obligations of each other Borrower, regardless of which Borrower actually receives the proceeds or other benefits of the Loans or other extensions of credit hereunder or the manner in which Borrowers, Administrative Agent or any Lender accounts therefor in their respective books and records.

16.3. Benefits and Best Interests. Each Borrower acknowledges that it will enjoy significant benefits from the business conducted by each other Borrower because of, inter alia, their combined ability to bargain with other Persons including without limitation their ability to receive the Loans and other credit extensions under this Agreement and the other Loan Documents which would not have been available to any Borrower acting alone. Each Borrower has determined that it is in its best interest to procure the credit facilities contemplated hereunder, with the credit support of each other Borrower as contemplated by this Agreement and the other Loan Documents.

16.4. Accommodations. Each of Administrative Agent and the Lenders have advised each Borrower that it is unwilling to enter into this Agreement and the other Loan Documents and make available the credit facilities extended hereby or thereby to any Borrower unless each Borrower agrees, among other things, to be jointly and severally liable for the due and proper payment of the Obligations of each other Borrower. Each Borrower has determined that it is in its best interest and in pursuit of its purposes that it so induce the Lenders to extend credit pursuant to this Agreement and the other documents executed in connection herewith

(A) because of the desirability to each Borrower of the credit facilities hereunder and the interest rates and the modes of borrowing available hereunder and thereunder, (B) because each Borrower may engage in transactions jointly with other Borrowers and (C) because each Borrower may require, from time to time, access to funds under this Agreement for the purposes herein set forth. Each Borrower, individually, expressly understands, agrees and acknowledges, that the credit facilities contemplated hereunder would not be made available on the terms herein in the absence of the collective credit of all the Borrowers, and the joint and several liability of all the Borrowers. Accordingly, each Borrower acknowledges that the benefit of the accommodations made under this Agreement to the Borrower, as a whole, constitutes reasonably equivalent value, regardless of the amount of the indebtedness actually borrowed by, advanced to, or the amount of credit provided to, or the amount of collateral provided by, any one Borrower.

16.5. Maximum Amount. To the extent that applicable law otherwise would render the full amount of the joint and several obligations of any Borrower hereunder and under the other Loan Documents invalid or unenforceable, such Person's obligations hereunder and under the other Loan Documents shall be limited to the maximum amount which does not result in such invalidity or unenforceability; provided, however, that each Borrower's obligations hereunder and under the other Loan Documents shall be presumptively valid and enforceable to their fullest extent in accordance with the terms hereof or thereof, as if this Section 16 were not a part of this Agreement.

16.6. Joint Liability Payments. To the extent that any Borrower shall make a payment under this Section 16 of all or any of the Obligations (a "Joint Liability Payment") which, taking into account all other Joint Liability Payments then previously or concurrently made by any other Borrower, exceeds the amount that such Borrower would otherwise have paid if each Borrower had paid the aggregate Obligations satisfied by such Joint Liability Payments in the same proportion that such Person's "Allocable Amount" (as defined below) (as determined immediately prior to such Joint Liability Payments) bore to the aggregate Allocable Amounts of each Borrower as determined immediately prior to the making of such Joint Liability Payments, then, following payment in full in cash of the Obligations (other than contingent indemnification Obligations not then asserted), the expiration, termination or Cash Collateralization of all Letters of Credit and the termination of the Commitments, such Borrower shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Borrower for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Joint Liability Payments. As of any date of determination, the "Allocable Amount" of any Borrower shall be equal to the maximum amount of the claim which could then be recovered from such Borrower under this Section 16 without rendering such claim voidable or avoidable under §548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law.

16.7. Financial Condition. Each Borrower assumes responsibility for keeping itself informed of the financial condition of each other Borrower, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of such other Borrower's Obligations, and of all other circumstances bearing upon the risk of nonpayment by such other Borrower of their Obligations, and each Borrower agrees that neither Administrative Agent nor

any Lender shall have any duty to advise such Borrower of information known to Administrative Agent or any Lender regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Administrative Agent or any Lender, in its sole discretion, undertakes at any time or from time to time to provide any such information to a Borrower, neither Administrative Agent nor any Lender shall be under any obligation to update any such information or to provide any such information to such Borrower or any other Person on any subsequent occasion.

16.8. Administrative Agent Authorizations. Administrative Agent is hereby authorized to, at any time and from time to time, (a) in accordance with the terms of this Agreement, renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to, Obligations incurred by any Borrower or any other Loan Party, otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now or hereafter executed by any Borrower or any other Loan Party and delivered to Administrative Agent or any Lender; (b) accept partial payments on an Obligation incurred by any Borrower; (c) take and hold security or collateral for the payment of an Obligation incurred by any Borrower hereunder or for the payment of any guaranties of an Obligation incurred by any Borrower or other liabilities of any Borrower and exchange, enforce, waive and release any such security or collateral; (d) apply such security or collateral and direct the order or manner of sale thereof as Administrative Agent, in its sole discretion, may determine; and (e) settle, release, compromise, collect or otherwise liquidate an Obligation incurred by any Borrower and any security or collateral therefor in any manner, without affecting or impairing the obligations of any other Borrower. In accordance with the terms of this Agreement, Administrative Agent shall have the exclusive right to determine the time and manner of application of any payments or credits, whether received from a Borrower or any other source, and such determination shall be binding on each Borrower. In accordance with the terms of this Agreement, all such payments and credits may be applied, reversed and reapplied, in whole or in part, to any of an Obligation incurred by any Borrower as Administrative Agent shall determine in its sole discretion without affecting the validity or enforceability of the Obligations of any other Borrower. Nothing in this Section 16 shall modify any right of any Borrower or any Lender to consent to any amendment or modification of this Agreement or the other Loan Documents in accordance with the terms hereof or thereof.

16.9. Unconditional Obligations. Each Borrower hereby agrees that, except as hereinafter provided, its obligations hereunder shall be unconditional, irrespective of (a) the absence of any attempt to collect an Obligation incurred by Borrower from any Borrower or any Guarantor or other action to enforce the same; (b) failure by Administrative Agent to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for an Obligation incurred by any Borrower; (c) of any proceeding under the Bankruptcy Code, or any similar proceeding, by or against any Borrower or any other Loan Party, or Administrative Agent's or any Lender's election in any such proceeding of the application of §1111(b)(2) of the Bankruptcy Code; (d) any borrowing or grant of a security interest by any Borrower as debtor-in-possession under §364 of the Bankruptcy Code; (e) the disallowance, under §502 of the Bankruptcy Code, of all or any portion of Administrative Agent's or any Lender's claim(s) for repayment of any of an Obligation incurred by any Borrower; or (f) any other circumstance which might otherwise constitute a legal or equitable

discharge or defense of a guarantor unless such legal or equitable discharge or defense is that of a Borrower in its capacity as a Borrower.

16.10. Notices. Any notice given by Borrower Representative hereunder shall constitute and be deemed to be notice given by all Borrowers, jointly and severally. Notice given by Administrative Agent or any Lender to Borrower Representative hereunder or pursuant to any other Loan Documents in accordance with the terms hereof or thereof shall constitute notice to each Borrower. The knowledge of any Borrower shall be imputed to all Borrower and any consent by Borrower Representative or any Borrower shall constitute the consent of and shall bind all Borrower.

16.11. No Impairment of Obligations or Limitations of Liability. This Section 16 is intended only to define the relative rights of Borrower and nothing set forth in this Section 16 is intended to or shall impair the obligations of Borrower, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Agreement or any other Loan Documents. Nothing contained in this Section 16 shall limit the liability of any Borrower to pay the credit facilities made directly or indirectly to such Borrower and accrued interest, fees and expenses with respect thereto for which such Borrower shall be primarily liable.

16.12. Rights of Contribution and Indemnification. The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of each Borrower to which such contribution and indemnification is owing. The rights of any indemnifying Borrower against the other Borrowers under this Section 16 shall be exercisable upon the full and payment of the Obligations, the termination of the Letters of Credit and the termination of the Commitments.

16.13. Subrogation. No payment made by or for the account of a Borrower, including, without limitation, (a) a payment made by such Borrower on behalf of an Obligation of another Borrower or (b) a payment made by any other Person under any guaranty, shall entitle such Borrower, by subrogation or otherwise, to any payment from such other Borrower or from or out of property of such other Borrower and such Borrower shall not exercise any right or remedy against such other Borrower or any property of such other Borrower by reason of any performance of such Borrower of its joint and several obligations hereunder, until, in each case, the termination of the Commitments, payment in full of all Obligations (other than contingent indemnification Obligations not then asserted) and the expiration or termination or Cash Collateralization of all Letters of Credit.

SECTION 17
APPOINTMENT OF BORROWER REPRESENTATIVE.

17.1. Appointment; Proceeds. Each Borrower hereby irrevocably appoints and constitutes the Borrower Representative as its agent to request and receive the proceeds of advances in respect of the Loans (and to otherwise act on behalf of such Borrower pursuant to this Agreement and the other Loan Documents) from Lenders in the name or on behalf of each such Borrower. Administrative Agent may disburse such proceeds to the bank account of

Borrower Representative (or any other Borrower) without notice to any other Borrower or any other Loan Party.

17.2. Appointment; Documentation and Other Actions. Each Borrower hereby irrevocably appoints and constitutes the Borrower Representative as its agent to (i) receive statements of account and all other notices from Administrative Agent with respect to the Obligations or otherwise under or in connection with this Agreement and the other Loan Documents, (ii) execute and deliver Compliance Certificates and all other notices, certificates and documents to be executed and/or delivered by any Borrower under this Agreement or the other Loan Documents; and (iii) otherwise act on behalf of such Borrower pursuant to this Agreement and the other Loan Documents.

17.3. Irrevocable Appointment; Reliance. The authorizations contained in this Section 17 are coupled with an interest and shall be irrevocable, and Administrative Agent may rely on any notice, request, information supplied by the Borrower Representative, every document executed by the Borrower Representative, every agreement made by the Borrower Representative or other action taken by the Borrower Representative in respect of any Borrower or other Loan Party as if the same were supplied, made or taken by such Borrower or Loan Party. Without limiting the generality of the foregoing, the failure of one or more Borrowers or other Loan Party to join in the execution of any writing in connection herewith shall not relieve any Borrower or other Loan Party from obligations in respect of such writing.

17.4. Termination. No purported termination of the appointment of Borrower Representative as agent shall be effective without the prior written consent of Administrative Agent.

SECTION 18
RELEASE.

18.1. Release. In consideration of the agreements of Administrative Agent and the Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party, on behalf of itself and its successors, assigns, and other legal representatives (collectively, the "Releasors" and each, a "Releasee"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Administrative Agent and each Lender, and their successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (collectively, Administrative Agent, each Lender, and all such other Persons, the "Releasees", and each, a "Releasee"), of and from all demands, actions, causes of action, suits, damages and any and all other claims, counterclaims, and rights of set off whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or that reasonably should be known, suspected or that reasonably should be suspected, both at law and in equity (and all defenses that may arise out of the foregoing), which such Loan Party or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which has arisen at any time prior to the date of this Agreement for or on account of,

or relating to the Existing Credit Agreement or any of the other Loan Documents or transactions thereunder.

18.2. Defense. Each Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense in respect of the matter covered thereby and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

18.3. Final, Absolute and Unconditional Release. Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

18.4. Covenant. Each Loan Party, on behalf of itself and each Releasor, hereby absolutely, unconditionally, and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding, or otherwise) any Releasee on the basis of any Claim released, remised, and discharged by such Loan Party pursuant to this Section 18.

[SIGNATURE PAGES FOLLOW]

The parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

BORROWERS:

XPONENTIAL FITNESS LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

ST. GREGORY HOLDCO, LLC, a Delaware limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: President

OTHER LOAN PARTIES:

H&W FRANCHISE HOLDINGS LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Co-Secretary

H&W FRANCHISE INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Co-Secretary

CLUB PILATES FRANCHISE, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PILATES LICENSING, LLC, a Delaware limited liability company

By: Club Pilates Franchise, LLC, a Delaware limited liability company, its sole member

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

CYCLEBAR HOLDCO, LLC, a Delaware limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: President

CYCLEBAR FRANCHISING, LLC, an Ohio limited liability company

By: CycleBar Holdco, LLC, a Delaware limited company, its sole member

By: /s/ James Jagers
Name: James Jagers
Title: President

CYCLEBAR WORLDWIDE INC., an Ohio corporation

By: /s/ James Jagers
Name: James Jagers
Title: Vice President

CYCLEBAR INTERNATIONAL INC., an Ohio corporation

By: /s/ James Jagers
Name: James Jagers
Title: President and Chief Executive Officer

CB IP, LLC, an Ohio limited liability company

By: CycleBar Holdco, LLC, a Delaware limited company, its sole member

By: /s/ James Jagers
Name: James Jagers
Title: President

FC JV, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

ST. GREGORY DEVELOPMENT GROUP, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

FF&E PROCUREMENT COMPANY OF AMERICA, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

J3T LOGISTICS, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

REMOP SERVICES, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

LB HYDE PARK, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

COWORKING CINCINNATI, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

MODULAR OFFICE COMPANY OF AMERICA, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

ROW HOUSE FRANCHISE, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Co-Secretary

ROW HOUSE TUSTIN, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

STRETCH LAB FRANCHISE, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

AKT FRANCHISE, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

AKT STUDIO, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

CYCLEBAR CANADA FRANCHISING, ULC, a British Columbia unlimited liability corporation

By: /s/ James Jagers
Name: James Jagers
Title: Vice President

LB FRANCHISING, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

LB PRODUCT, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

LB IP, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

YOGA SIX FRANCHISE, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

YOGA SIX STUDIO, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

EXPERIENCE BRAND DEVELOPMENT, LLC, a Delaware limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

EBD RH, LLC, a Delaware limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

EBD SL, LLC, a Delaware limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

EBD CP, LLC, a Delaware limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

EBD CB, LLC, a Delaware limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

EBD FC, LLC, a Delaware limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

EBD AKT, LLC, a Delaware limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

EBD YS, LLC, a Delaware limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

STG BRAND AMBASSADOR FRANCHISING, LLC, an Ohio limited liability company

By: /s/ James Jagers
Name: James Jagers
Title: Chief Operating Officer

BARRE MIDCO, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1001, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1002, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1005, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1006, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1007, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1012, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1016, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1018, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1020, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1021, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1029, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1035, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB 1042, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB FRANCHISING, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB OPCO LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PBH 1001, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PB PRODUCT, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

PURE BARRE, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

BARRE HOLDCO, LLC, a Delaware limited liability company

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC

By: /s/ Kyle Asher
Name: Kyle Asher
Title: Authorized Signatory

LENDERS:

MONROE CAPITAL PRIVATE CREDIT FUND II LP

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LLC,** its general partner

By: /s/ Kyle Asher
Name: Kyle Asher
Title: Authorized Signatory

MONROE CAPITAL PRIVATE CREDIT FUND II FINANCING SPV LLC

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LP,** as Designated Manager

By: **Monroe CAPITAL PRIVATE CREDIT FUND II LLC,** its general partner

By: /s/ Kyle Asher
Name: Kyle Asher
Title: Authorized Signatory

MONROE CAPITAL PRIVATE CREDIT FUND II (UNLEVERAGED) LP

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LLC,** its general partner

By: /s/ Kyle Asher
Name: Kyle Asher
Title: Authorized Signatory

MONROE CAPITAL PRIVATE CREDIT FUND II (UNLEVERAGED OFFSHORE) LP

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LLC**, its general partner

By: /s/ Kyle Asher
Name: Kyle Asher
Title: Authorized Signatory

MONROE PRIVATE CREDIT FUND A FINANCING SPV LLC

By: **MONROE PRIVATE CREDIT FUND A LP,** as its Designated Manager

By: **MONROE PRIVATE CREDIT FUND A LLC,** its general partner

By: /s/ Kyle Asher
Name: Kyle Asher
Title: Authorized Signatory

MONROE CAPITAL PRIVATE CREDIT FUND I LP

By: **MONROE CAPITAL PRIVATE CREDIT FUND I LLC,** its general partner

By: /s/ Kyle Asher
Name: Kyle Asher
Title: Authorized Signatory

MONROE CAPITAL PRIVATE CREDIT FUND I FINANCING SPV LLC

By: **MONROE CAPITAL PRIVATE CREDIT FUND I LP,**
as its Designated Manager

By: **MONROE CAPITAL PRIVATE CREDIT FUND I LLC,** its general partner

By: /s/ Kyle Asher
Name: Kyle Asher
Title: Authorized Signatory

MONROE CAPITAL MML CLO 2017-1, LTD.

By: **MONROE CAPITAL MANAGEMENT LLC,** as Collateral Manager Attorney-in Fact

By: /s/ Kyle Asher
Name: Kyle Asher
Title: Authorized Signatory

MONROE CAPITAL MML CLO VI, LTD.

By: **MONROE CAPITAL MANAGEMENT LLC,** as Asset Manager and Attorney-in-fact

By: /s/ Kyle Asher
Name: Kyle Asher
Title: Authorized Signatory

ANNEX A

LENDERS AND PRO RATA SHARES

Lender	Existing Term A Loan	Pro Rata Share	Additional Term A Loan Commitment	Pro Rata Share	Revolving Loan	Pro Rata Share
Monroe Capital Private Credit Fund II LP	$1,166,001.93	1.67%	$19,043,491.05	29.15%	$3,429,347.27	34.29%
Monroe Capital Private Credit Fund II Financing SPV LLC	$15,823,480.15	22.71%	$0	0%	$0	0%
Monroe Capital Private Credit Fund II (Unleveraged) LP	$2,308,803.01	3.31%	$2,587,933.93	3.96%	$492,761.29	4.93%
Monroe Capital Private Credit Fund II (Unleveraged Offshore) LP	$2,606,487.52	3.74%	$0	0%	$0	0%
Monroe Capital Private Credit Fund II-O (Unleveraged Offshore) LP	$0	0%	$0	0%	$221,339.16	2.21%
Monroe Private Credit Fund A LP	$0	0%	$21,631,424.98	33.11%	$4,143,447.72	41.43%
Monroe Private Credit Fund A Financing SPV LLC	$21,904,772.61	31.44%	$0	0%	$0	0%
Monroe Capital Private Credit Fund I LP	$1,896,583.41	2.72%	$2,069,256.27	3.17%	1,713,104.56	17.13%
Monroe Capital Private Credit Fund I Financing SPV LLC	$14,034,160.32	20.14%	$0	0%	$0	0%
MC Financing SPV I, LLC	$0	0%	$20,000,000	30.61%	$0	0%
Monroe Capital MML CLO 2017-1, Ltd.	$4,963,802.41	7.12%	$0	0%	$0	0%
Monroe Capital MML CLO VI Ltd.	$4,963,802.41	7.12%	$0	0%	$0	0%

Totals	$69,667,893.77	100%	$65,332,106.23	100%	$10,000,000	100%

ANNEX B

ADDRESSES FOR NOTICES

BORROWER AND BORROWER REPRESENTATIVE:

H&W Franchise Holdings LLC
3185 Pullman St.,
Costa Mesa, CA 92626
Attention: Megan Moen, EVP of Finance
Telephone: (949) 374-0203

With mandatory copies to:

Mark Grabowski
17 Palmer Lane
Riverside, CT 06878
Email: grabowskimark@gmail.com

and

Buchalter
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017
Attention: Jeremy Weitz
Telephone: (213) 891-5285
Facsimile: (213) 896-0400

ADMINISTRATIVE AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent and a Lender

c/o Monroe Capital LLC
311 South Wacker Drive, Suite 6400
Chicago, Illinois 60606
Attention: Alex Franky
Telephone: (312) 523-2368
Facsimile: (312) 258-8350

With a mandatory copy to reporting@monroecap.com with respect to deliverables pursuant to Sections 10.1.1, 10.1.2 and 10.1.3.

With a mandatory copy to:

Mayer Brown
71 SouthWacker Drive
Chicago, Illinois 60601

Attention: Jaime Gatenio
Telephone: 312-701-8523
Facsimile: 312-706-8722

Schedule 1.1(a)
Disqualified Lenders

1. Cerberus Capital Management and their affiliates

Schedule 9.6
Litigation and Contingent Liabilities

None.

Schedule 9.8
Equity Ownership/Subsidiaries

Company	**Holder of Equity Interests**	**Number and Nature of Equity Interests**
H&W Franchise Intermediate Holdings LLC	H&W Franchise Holdings, LLC	100% of the Membership Interests
Xponential Fitness LLC	H&W Franchise Intermediate Holdings LLC	100% of the Membership Interests
St. Gregory Holdco, LLC	H&W Franchise Intermediate Holdings LLC	100% of the Membership Interests
Club Pilates Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests
CycleBar Holdco, LLC	Xponential Fitness LLC	100% of the Membership Interests
Pilates Licensing, LLC	Club Pilates Franchise, LLC	100% of the Membership Interests
CycleBar Franchising, LLC	CycleBar Holdco, LLC	100% of the Membership Interests
CB IP, LLC	CycleBar Holdco, LLC	100% of the Membership Interests
CycleBar Worldwide Inc.	CycleBar Holdco, LLC	665 Shares of Common Stock (which constitutes all of the Common Stock held outside of the treasury of the Company)
CycleBar International Inc.	CycleBar Holdco, LLC	850 Shares of Common Stock (which constitutes all of the Common Stock held outside of the treasury of the Company)
CycleBar Canada Franchising, ULC	CycleBar Worldwide Inc.	100% of the Common Stock (153,853 Shares of Common Stock)
Shred415 Cincinnati, LLC	St. Gregory Holdco, LLC	66.66% of the Membership Interests (49.9% voting)
FC JV, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
St. Gregory Development Group, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
Shred415 Franchising, LLC	Shred415 Cincinnati, LLC	50% of the Membership Interests
Shred415 Franchising IP, LLC	Shred415 Franchising, LLC	100% of the Membership Interests
Fueled Collective Franchising, LLC	FC JV, LLC	60% of the Membership Interests

Fueled Collective IP, LLC	FC JV, LLC	60% of the Membership Interests
FF&E Procurement Company of America, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
J3T Logistics, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
REMOP Services, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
LB Hyde Park, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
Coworking Cincinnati, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
Modular Office Company of America, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
LB Franchising, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
LB IP, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
LB Product, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
AKT Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests
Row House Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests
Stretch Lab Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests
Row House Tustin, LLC	Row House Franchise, LLC	100% of the Membership Interests
Yoga Six Franchise, LLC	Xponential Fitness, LLC	100% of the Membership Interests
Experience Brand Development, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
EBD RH, LLC	Experience Brand Development, LLC	100% of the Membership Interests
EBD SL, LLC	Experience Brand Development, LLC	100% of the Membership Interests
EBD CP, LLC	Experience Brand Development, LLC	100% of the Membership Interests
EBD CB, LLC	Experience Brand Development, LLC	100% of the Membership Interests

EBD FC, LLC	Experience Brand Development, LLC	100% of the Membership Interests
EBD AKT, LLC	Experience Brand Development, LLC	100% of the Membership Interests
EBD YS, LLC	Experience Brand Development, LLC	100% of the Membership Interests
PB 1001, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1002, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1005, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1006, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1007, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1012, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1016, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1018, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1020, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1021, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1029, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1035, LLC	PB OPCO, LLC	100% of the Membership Interests
PB 1042, LLC	PB OPCO, LLC	100% of the Membership Interests
PB Franchising, LLC	Pure Barre, LLC	100% of the Membership Interests
PB OPCO, LLC	Pure Barre, LLC	100% of the Membership Interests
PB Product, LLC	Pure Barre, LLC	100% of the Membership Interests

PBH 1001, LLC	Pure Barre, LLC	100% of the Membership Interests
Pure Barre, LLC (f/k/a PB Holdco, LLC)	Barre Midco, LLC	100% of the Membership Interests
Barre Midco, LLC	Barre Holdco, LLC	100% of the Membership Interests
STG Brand Ambassador Franchising, LLC	St. Gregory Holdco, LLC	100% of the Membership Interests
Yoga Six Studio, LLC	Yoga Six Franchise, LLC	100% of the Membership Interests
AKT Studio, LLC	AKT Franchise, LLC	100% of the Membership Interests
Barre Holdco, LLC	Xponential Fitness, LLC	100% of the Membership Interests

Schedule 9.13
Reportable Transaction

None.

Schedule 9.17
Real Property

Company	Address	Owned/Leased	Lessor
St. Gregory Development Group, LLC	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	Leased	Rookwood Exchange Operating LLC
LB Hyde Park, LLC	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, Suite 102A, Cincinnati, Ohio 45209	Leased	Rookwood Exchange Operating, LLC
Coworking Cincinnati, LLC	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	Leased	Rookwood Exchange Operating LLC
Coworking Cincinnati, LLC	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, 2nd Floor, Cincinnati, Ohio 45209	Leased	Rookwood Exchange Operating LLC
Club Pilates Franchise, LLC	3001 Red Hill Avenue, Building 1, Suite 103, Costa Mesa CA, 92626	Leased	Orange County Department of Education Facilities Corporation
Xponential Fitness LLC	17877 Von Karman Avenue, Irvine, CA 92614	Leased	Quintana Office Property, LLC
Row House Tustin, LLC	15020 Kensington Park Drive Suite J100, Tustin, CA 92870	Leased	2C Tustin Legacy, LLC
Stretch Lab Franchise, LLC	30271 Golden Lantern, Suite C, Laguna Niguel, CA 92677	Leased	Shea Properties (Laguna Heights Marketplace, LLC)
Club Pilates Franchise LLC	2270 Northwest Parkway #120, Marietta, GA	Leased	Avistone Northwest, LLC

Club Pilates Franchise LLC	3186 Pullman St., Costa Mesa, CA 92626 (5275 sf warehouse)	Leased	Watermark OC Church
Club Pilates Franchise LLC	3186 Pullman St., Costa Mesa, CA 92626 (3653 sf warehouse expansion)	Leased	Watermark OC Church
Club Pilates Franchise LLC	17877 Von Karman Avenue, Irvine, CA 92614	Leased	Quintana Office Property, LLC
PB 1001, LLC	522 E Woolbright Road #220, Boynton Beach, FL 33435	Leased	E&A Sunshine, LLC
PBH 1001, LLC	1512 Larimer Street, Suite 20R, Denver, CO 80202	Leased	Writer Square Investors, LLC
PB 1002, LLC	2408 North Federal Highway, Ft Lauderdale, FL 33305	Leased	Union Planters (E&A), LLC
PB 1005, LLC	14932 S. Lagrange Road, Orland Park, IL 60462	Leased	Park Pointe Plaza Associates Joint Venture
PB 1006, LLC	107 Turnpike Street, North Andover, MA 01845	Leased	Eaglewood Properties, LLC
PB 1007, LLC	8025 Jericho Turnpike, Woodbury, NY 11797	Leased	8025 Realty Corp
PB 1012, LLC	345 Main Street, Huntington, NY 11743	Leased	345 Main Street Associates LLC

PB 1016, LLC	884 Eastlake Parkway, Suite No. 1624, Chula Vista, CA 91914	Leased	VWE Owner, LLC
PB 1018, LLC	319 Franklin Avenue, Suite 109, Wyckoff, NJ 07481	Leased	Munico Associates
PB 1020, LLC	530 Market Street, Lynnfield, MA 01940	Leased	Market Street South LLC
PB 1021, LLC	3575 Long Beach Road, Oceanside, NY 11572	Leased	G&L Building Corp.
PB 1029, LLC	9834 Glades Road, Suite C-12, Boca Raton, FL 33434	Leased	RREEF AMERICA REIT II CORP. J
PB 1035, LLC	2 Cedar Street, Bronxville, NY 10708	Leased	Mosbacher Properties Group LLC
PB 1042, LLC	232 Route 25A, East Setauket, NY 11733	Leased	Dinoffer & Tobias, LLC
PB Holdco, LLC	154 Magnolia St., Spartanburg, SC 29306	Leased	Spring and Magnolia, LLC
PB Holdco, LLC	100 Dunbar Street, Suite 301, Spartanburg, SC 29306	Leased	Opportunity Block, LLC

Schedule 9.19
Intellectual Property

None.

Schedule 9.21
Labor Matters

None.

Schedule 9.27
Franchise Matters

(a)

1. Area Representative Rights have been granted to the following Area Representatives for LBF:

Robert Palazzi and Diane Palazzi
Business Entity: Bob Palazzi, LLC
Agreement: LBF AR Agreement_LBF_Bob Palazzi, LLC_Eff. 6/26/17
As modified by a Memorandum of Understanding dated 6/26/17
Territory: New Jersey counties – Bergen, Essex, Passaic, Morris, Union, Middlesex, Somerset
Address: 59 May Dr., Chatham, NJ 07928
Phone: (973) 408-9019

Carl Kirkham Peacock and Pamela J. Tanase
Business Entity: N/A
Agreement: LBF AR Agreement_LBF_C.Peacock&P.Tanase_Eff. 4/20/17
As modified by a Memorandum of Understanding dated 4/20/17
Territory: Los Angeles, CA
Address: 220 Salido del Sol, Santa Barbara, CA 93109
Phone: Unknown

2. Area Development Rights have been granted to the following Area Developers for S415:

Jane K. Fletcher
Business Entity: N/A
Agreement: S415 Development Agreement_S415_J.Fletcher_Eff. 09/08/17
Territory: Denver, CO
Address: 1169 South York Street, Denver, CO 80210
Phone: (303) 284-6739

David Jones and Kathleen Jones
Business Entity: N/A
Agreement: S415 Development Agreement_S415_D.Jones & K.Jones_Eff. 9/25/17
Territory: Louisville, KY
Address: 516 Saddle Ridge Dr. Knoxville, TN 37934
Phone: (865) 567-1163

Megan E. Lawler and Timothy G. Lawler
Business Entity: N/A
Agreement: S415 Development Agreement_S415_M.Lawler & T.Lawler_Eff. 09/11/17
Territory: Denver, CO
Address: 3341 Vrain Street, Denver, CO 80212

Phone: (708) 334-7108

Craig A. Brummell and Marta R. Brummell
Business Entity: N/A
Agreement: S415 Development Agreement_S415_C.Brummell & M.Brummell_Eff. 09/12/2017
Territory: Denver, CO
Address: 2709 Twixwood Lane, South Bend, IN 46617
Phone: (574) 286-9026

Corey Goldberg, Sara Goldberg, and Domenic V. Poeta
Business Entity: N/A
Agreement: S415 Development Agreement_S415_C.Goldberg, S.Goldberg, & D.Poeta_Eff. 09-12-2017
Territory: Milwaukee, WI
Address: 1350 Bayberry Lane, Deerfield, IL 60015
Phone: (847) 912-1289

Katie Blickhan, Scott Blickhan, Chad Hemminger & Sara Wortman
Business Entity: N/A
Agreement: S415 Development Agreement_S415_K.Blickhan & S.Blickhan & C.Hemminger & S.Wortman_Eff. 09/29/2017
Territory: Columbus, OH
Address: 7749 Mellacent Dr. Columbus, OH 43235
Phone: (614) 769-1728

Jeff Hall
Business Entity: N/A
Agreement: S415 Development Agreement_S415_J.Hall_Eff. 10/28/2017
Territory: Memphis, TN
Address: 717 Riverside Drive, Unit 1509, Memphis, TN 38103
Phone: (901) 335-1292

Giovanni De Choudens & Lilliam Cordero
Business Entity: N/A
Agreement: S415 Development Agreement_S415_G.DeChoudens & L.Cordero_Eff. 12/27/2017
Territory: San Francisco, CA
Address: 762 Liquidamber Pl. Danville, CA 94506
Phone: (479) 366-2261

Salil Bhatnagar
Business Entity: N/A
Agreement: S415 Development Agreemen_S415_S.Bhatnagar_Eff. 02/22/2018
Territory: Northern Virginia
Address: 22354 N. Greenmeadow Drive, Kildeer, IL 60047
Phone: (312) 420-0105

Pure Barre

Schedule 9.27(a)
Dated: June 10, 2015

	Location	Street	City	State	Franchisee Entity Name	Franchisee entity address	Franchisee Phone(s)	Royalty Rate on Services Sales	Royalty Rate on Product Sales	Ad Fee Rate	Minimum Monthly Royalty	Minimum Cumulative Royalties	Franchise Agreement ("FA") Sign Date	Renewal Date (if not 5 Years after FA Sign Date)	Signed Amendment
1	Lexington, KY	867 East High Street, Suite 150	Lexington	Kentucky	Pure A&E LLC	867 E. HIGH ST., STE. 150, LEXINGTON, KY 40502	Amanda Arnold (859) 335-2391	6.0%	6.0%	0.0%	$750	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	12/24/2011		
2	Ann Arbor, MI	3139 Oak Valley Drive	Ann Arbor	Michigan	Tumnus LLC	12769 Dennison Road, Milan, MI 48160	Victoria L Gordon (734) 731-7178	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/5/2014		
3	Los Angeles, CA - Brentwood	11819 Wilshire Boulevard, Suite 213	Los Angeles	California	Marni Chaikin and Kayla Allen	NA	Marni Chaikin (310) 463-7873	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/23/2013		
4	Newport Beach, CA	234 E. 17th Street, Suite 116	Costa Mesa	California	Monica Pommier	NA	Monica Pommier (858) 663-0554	8.0%	8.0%	0.0%	$1,000	NA	1/24/2009	Autorenewed	
5	Nashville, TN - Green Hills	2207 Crestmoor Road, Suite 203	Nashville	Tennessee	Deck-Cort, LLC	330 Franklin Rd. Suite 137A, Brentwood, TN 37027	Kady Decker (615) 504-6520	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/22/2014		
6	Saginaw, MI	30 N Center Road	Saginaw	Michigan	PB Saginaw, LLC	30 N. Center Road, Saginaw, MI 48638	Ann Marie Goidosik (989) 793-2673	0.0%	0.0%	0.0%	$750	NA	6/9/2014	9/30/2018	
7	Denver, CO - Cherry Creek	201 University Boulevard, Suite 107	Denver	Colorado	LJGirardot, Inc.	2621 South Grant Street, Denver, CO 80210	Lindsey Girardot Teets (720) 276-1493	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/21/2014		✓
8	Birmingham, AL - Homewood	2826 18th Street South	Birmingham	Alabama	dlain, LLC	1827 Ridge Ave, Apt. #6, Montgomery, AL 36106	Danielle Davis (859) 621-1253	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	9/12/2014		✓
9	Los Gatos, CA	50 University Avenue, Suite B-101	Los Gatos	California	Emily's Health & Fitness Ltd. Liability Co.	17830 Bruce Ave. Los Gatos, CA 95030	Emily Pearl (408) 458-6811	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/25/2014		
10	Irvine, CA	6791 Quail Hill Parkway	Irvine	California	Mr Pommier, Inc.	234 E. 17th Street, Suite 116, Costa Mesa, CA 92627	Monica Pommier Grubin (858) 663-0554	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/15/2014		✓
11	Brentwood, TN	330 Franklin Road, Suite 137A	Brentwood	Tennessee	Yoakum Holdings, LLC	330 Franklin Rd. Suite 137A, Brentwood, TN 37027	Crystal Hinz (858) 245-9604	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	2/3/2015		
12	Charlotte, NC - Myers Park	603 Providence Road	Charlotte	North Carolina	Pure Barre Ballantyne, LLC	7516 Hwy 70 So., Suite 150, Nashville, TN 37221	G.H. Christianson, II & Ellen Christianson (615) 300-8787	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/17/2015		✓
13	Boca Raton, FL	350 Esplanade Royal Palm Place, Suite 56	Boca Raton	Florida	East Boca PB, LLC	350 Esplanade #56, Boca Raton FL, 33432	Amy Blair Booth (954) 895-9829	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	1/29/2015		✓
14	Mission Viejo, CA	28321 Marguerite Parkway, Suite 201	Mission Viejo	California	Monica Pommier	NA	Monica Pommier (858) 663-0554	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/10/2010		
15	Seattle, WA - University	5001 25th Avenue NE, Suite 102	Seattle	Washington	Sami Dinsmore Sweeney	NA	Sami Dinsmore Sweeney (206) 595-2092	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/24/2010		✓
16	Dallas, TX - University Park	5919 Greenville Avenue	Dallas	Texas	Pure Barre Partners, LLC	3437 Ashbury St., Dallas TX, 75205	Garrett Mills (918) 671-5787	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/30/2010	6/30/2015	✓
17	Philadelphia, PA - Center City	503 W. Lancaster Avenue	Wayne	Pennsylvania	elleon, LLC	1701 Walnut Street, Philadelphia, PA 19103	Noelle Zane (267) 234-7825	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	1/16/2015		✓
18	Santa Rosa Beach, FL - 30a	174 Watercolor Way, Suite 101	Santa Rosa Beach	Florida	AS Fit, LLC	174 Watercolor Way, Suite 101, Santa Rosa Beach, FL 32459	Ashley Singleton (850) 231-0147	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/29/2015		
19	Scottsdale, AZ	10050 North Scottsdale Road, Suite 107	Scottsdale	Arizona	Weyand Enterprises, LLC	10050 N. Scottsdale Road, Suite 107, Scottsdale, AZ 85253	Marirose Anne Weyand (989) 529-8170	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	2/25/2015		✓
20	Chattanooga, TN - East Brainerd	1414 Jenkins Road, Suite 122	Chattanooga	Tennessee	Amanda Harkins Holmes	1414 Jenkins Rd., Chattanooga TN, 37421	Amanda Harkins Holmes (423) 468-4960	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	6/27/2010		
21	Austin, TX - Westlake	3267 Bee Caves Road	Austin	Texas	Anani Star, LLC	6661 Valley Park Dr., Nashville TN, 37221	Rashanna Moss-Laury (512) 574-8644	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/12/2010		✓
22	Atlanta, GA - Buckhead	3145 Peachtree Road NE	Atlanta	Georgia	Mo Deck LLC	301 Maybelle Lane, Nashville, TN 97205	Kady Decker (615) 504-6520	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/10/2015		✓
23	Denver, CO - Greenwood Village	5375 Landmark Place, Suite 109	Greenwood Village	Colorado	B Studios, LLC	5375 Landmark Place #109 Greenwood Village, CO 80111	Briget Russomanno (303) 953-9367	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/16/2015		✓
24	Germantown, TN	7820 Poplar Avenue, Suite 12	Germantown	Tennessee	Laurenzi & Morgan, LLC	800 Dent Rd, Eads, TN 38028	Kimberly Morgan (901) 484-0705	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	6/5/2010		
25	Las Vegas, NV	3330 S. Hualapai Way #140	Las Vegas	Nevada	L.E.X. Barre, LLC	2635 Cottonwillow St, Las Vegas, NV 89135	Lauren O'Nan (702) 525-3454	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/29/2015		✓
26	Chapel Hill, NC	608 Meadowmont Village Circle	Chapel Hill	North Carolina	PB Apex, LLC	15 Pilling Place, Durham, NC 27707	Lynn Toms (919) 419-1361	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	6/24/2010		✓
27	Denver, CO - Highlands	3420 West 32nd Ave	Denver	Colorado	LJGirardot Highlands, LLC	3420 West 32nd Avenue, Denver, CO 80211	Lindsey Girardot Teets (720) 276-1493	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/3/2015		✓
28	Raleigh, NC	4209-134 Lassiter Mill Road	Raleigh	North Carolina	PB Apex LLC	507 Guilford Circle, Raleigh, NC 27608	Ami Desai Seier & Denise Alala (919) 896-7464	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/20/2015		✓
29	Atlanta, GA - Dunwoody	5539 Chamblee Dunwoody Road	Dunwoody	Georgia	Mo Deck LLC	150 Saddleview Run, Atlanta GA, 30350	Deb Perlstein (404) 931-9643	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	1/31/2014		✓
30	Bellevue, WA	909 112th Avenue NE, Suite 107	Bellevue	Washington	IMAS Holdings	349 NE 54th st, Seattle, WA 98105	Sami Dinsmore Sweeney (206) 595-2092	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	9/16/2010		✓
31	Huntington Beach, CA	7101 Yorktown Avenue, Suite 101	Huntington Beach	California	Mr Pommier, Inc.	234 E. 17th Street, Suite 116, Costa Mesa, CA 92627	Monica Pommier Grubin (858) 663-0554	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/15/2014		✓
32	Boulder, CO	1750 29th Street, Suite 2026	Boulder	Colorado	Suzanne Suzanne LLC	1750 29th Street # 2026, Boulder, CO 80301	Michelle Metz & Shalisa Pouw (303) 443-3054	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	5/29/2015		
33	Vail, CO	216 Main Street, Suite C-103	Edwards	Colorado	JAAG LLC	216 Main Street, Unit C-103, Edwards, CO 81632	Rebecca Pellican (720) 810-5488	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/5/2014		
34	Louisville, KY - Westport Village	1321 Herr Lane, Suite 180	Louisville	Kentucky	2 Chicks & A Nickel, LLC	517 Culpepper Rd, Lexington, KY 40502	Karen Handel (859) 559-1106	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	9/28/2010		✓
35	Charlotte, NC - Ballantyne	8430 Rea Road, Suite 120	Charlotte	North Carolina	PB Ballentyne LLC	5250 Virginia Way, Suite 100, Brentwood, TN 37027	Bratschi Johnson (615) 429-0886	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	8/18/2010		
36	New Orleans, LA	3923 Magazine Street	New Orleans	Louisiana	Studio J, L.L.C.	3923 Magazine st, New Orelans, LA 70115	Jennifer L Thomas (985) 707-5686	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	10/14/2010		✓
37	Auburn, AL	2415 Moores Mill Road, Suite 240	Auburn	Alabama	Barre Investments, LLC	2415 Moores Mill Road, Suite 240, Auburn, AL 36830	Ashley Caldwell (334) 887-0007	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/14/2015		
38	Columbus, OH - Grandview Heights	960 West 5th Avenue	Columbus	Ohio	Pure Barre Columbus, LLC	960 W. Fifth Ave, Columbus OH, 43212	Emily C. Johnson (989) 450-1189	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	10/25/2010		
39	Denver, CO - Lone Tree	9360 Station Street, Suite 150	Lone Tree	Colorado	Lindsey Girardot	3420 W. 32ND Ave, Denver, CO 80211	Lindsey Girardot (720) 276-1493	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/10/2010		✓
40	Ridgeland, MS	201 Northlake Avenue, Suite 107	Ridgeland	Mississippi	SMK Dining LLC	1922 West End Avenue, Nashville, TN, 37203	Heidi Hogrefe (615) 500-9574	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	10/18/2010		
41	Huntsville, AL	4769 Whitesburg Drive S, Suite 201	Huntsville	Alabama	Pure Hunt, LLC	4769 Whitesburg Drive, Suite 201, Huntsville, AL 35802	Meredith Davis (330) 607-7270	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	12/13/2010		
42	Birmingham, AL - 280	5426 Highway 280 East, Suite 6	Hoover	Alabama	dlain280, LLC	2415 Agnew St, Montgomery, AL 36106	Deanna Pizitz 205-994-1343	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	12/2/2010		
43	San Diego, CA - Hillcrest	3650 5th Avenue, Suite 102	San Diego	California	Pure Barre Hillcrest, LLC	3650 Fifth Avenue, Suite 102, San Diego, CA 92103	Christina Douglas (760) 887-9945	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/27/2014		
44	Newton, MA	1300 Centre Street	Newton	Massachusetts	Rachel Roberts LLC	1300 Centre Street, Newtown MA, 02459	Rachel Roberts (508) 733-4777	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	12/9/2010		
45	Broomfield, CO	11961 Bradburn Boulevard, Suite 500	Westminster	Colorado	Carrie Ray	3230 Balsam St., Wheat Ridge, CO 80033	Carrie Ray (720) 480-7396	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	5/13/2010		

46	Phoenix, AZ	4219 E. Indian School Road, Suite 101	Phoenix	Arizona	Weyand Enterprises, LLC	9590 E Ironwood Square Drive, STE 105, Scottsdale, AZ 85258	Marirose A Weyand (989) 529-8170	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/26/2011		✓
47	Redondo Beach, CA	403 North Pacific Coast Highway, Suite 200	Renondo Beach	California	Beach Wilson Partners, LLC	409 N. Pacific Coast Highway, #576, Redondo Beach, CA 90277	Keri Wilson (310) 415-3662	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/6/2013	2/7/2016	
48	Jackson, MS	4500 I-55 North, Suite 235-A	Jackson	Mississippi	SMK Dining LLC	1922 West End Avenue, Nashville, TN, 37203	Heidi Hogrefe (615) 500-9574	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/31/2011		
49	Austin, TX - Arboretum	10710 Research Boulevard, Suite 316	Austin	Texas	Anani Star, LLC	2215 Abbot Martin Rd, Apt 111, Nashville, TN 37215	Rashanna Moss-Laury (512) 574-8644	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	2/13/2011		
50	Westfield, NJ	708 North Avenue	Westfield	New Jersey	Pure Venture, LLC	524 Cary Place, Westfield, NJ 07090	Elizabeth M Flynn (732) 995-4083	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	11/15/2010		
51	Sarasota, FL	3800 S. Tamiami Trail, Suite 16	Sarasota	Florida	PB SRQ, LLC	3800 S. Tamiami Trail, Unit #16, Sarasota, FL 34239	Jodi H Bearman (205) 936-9377	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/1/2014		✓
52	Mandeville, LA	1814 North Causeway Boulevard, Suite 8	Mandeville	Louisiana	Studio 116, LLC	1814 North Causeway Boulevard, Suite 8, Mandeville, LA 79448	Hope Clay (601) 201-8153	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/18/2014		
53	Anaheim Hills, CA	5655 E La Palma Avenue, Suite 145	Anaheim Hills	California	Michele Fitness, Inc	7700 E Misty Glen CT, Anaheim, CA 92808	Michele McCutcheon (949) 735-9980	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/29/2011		
54	Hollywood, CA	7519 Sunset Boulevard	Los Angeles	California	PB Hollywood, LLC	7519 W. Sunset Blvd, Los Angeles, CA 90046	Vanessa Henderson (760) 822-2001	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/5/2014		✓
55	Okemos, MI	3544 Meridian Crossings Drive, Suite 160	Okemos	Michigan	Glowen, LLC	915 N. Michigan Ave, Howell, MI 48843	Dana Owen (269) 275-9875	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/8/2014		
56	Ft. Wright, KY	3420 Valley Plaza Parkway	Ft. Wright	Kentucky	Greater Cincinnati Pure Barre, LLC	321 Albany Road, Lexington, KY 40502	Kelly Dicken (859) 983-4969	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	5/17/2011		
57	Cincinnati, OH	3083 Madison Road	Cincinnati	Ohio	The Ranini Group	NA	Lea Warner (859) 221 8487	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	6/15/2011		
58	Mobile, AL	9 Du Rhu Drive, Suite 368	Mobile	Alabama	Pure Bay, LLC	2415 Agnew St, Montgomery, AL 36106	Ashlye Hix (251) 786-3639	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/25/2011		
59	Beverly Hills, CA	231 S. La Cienega Boulevard	Beverly Hills	California	KW Health	1155 S. Brand Ave, #2204, Los Angeles, CA	Kelsey J. Rood (310) 469-3787	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/22/2011		
60	Charleston, SC - Mt. Pleasant	919 Houston Northcutt Blvd	Mt. Pleasant	South Carolina	Pure Barre Charleston LLC	2 Office Park Court, Columbia, SC 29223	Jenn Vannatta (843) 725-8546	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/26/2011		
61	Philadelphia, PA - Main Line	1701 Walnut Street, 4th Floor	Philadelphia	Pennsylvania	elleon, LLC	1703 Addison Street, Philadelphia, PA 19146	Noelle Zane (267) 234-7825	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/19/2011		✓
62	Memphis, TN	4700 Spottswood Avenue	Memphis	Tennessee	Pure Barre Germanto	NA	Kim Morgan (901) 484-0705	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/12/2011		
63	Mason, OH	5939 Deerfield Boulevard, Suite 103	Mason	Ohio	Greater Cincinnati Fitness, LLC	5939 Deerfield Blvd, Mason, OH 45040	Kelly Dicken Newman (513) 204-1978	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	2/11/2015		
64	New York, NY (Upper West Side (Columb	1841 Broadway, Suite 330	New York	New York	Pure Barre Manhattan, LLC	1010 Northern Boulevard, Suite 322, Great Neck, NY 11021	Kaitlin Vandura (704) 651-9381	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/22/2011		✓
65	Aspen, CO	620 East Hyman Street	Aspen	Colorado	Jordan Bullock	NA	Jordan Bullock (720) 331-8878	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	6/28/2011		
66	Grand Rapids, MI	2107 E Beltline Avenue NE	Grand Rapids	Michigan	Studio Elza-Kemp LLC	2107 E. Bettline Ave NE, Suite C, Grand Rapids, MI 49525	Kiersten Kemp (989) 488-8883	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	8/29/2011		
67	Southlake, TX*	480 W. Southlake Boulevard, Suite 131	Southlake	Texas	PL Blondie LLC	5900 Lovell Ave, Suite A, Fort Worth, TX 76107	Lindsey White (214) 718-9424	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	7/11/2011		
68	Palo Alto, CA	299 California Ave, Palo Alto, CA 94306	Palo Alto	California	Emily's Health & Fitness LLC	46 W Santa Clara St., San Jose, CA 95113	Emily Najour [Pearl] (408) 458-6811	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	12/28/2011		
69	Indianapolis, IN - Carmel*	726 Adams Street, Suite 130	Carmel	Indiana	Rebecca J. Retrum	NA	Rebecca J. Retrum (317) 331-5128	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	10/8/2011		
70	Minneapolis, MN - St. Louis Park*	5620A W. 36th Street	Minneapolis	Minnesota	RK Healthy and Wellness LLC	4929 5th Ave S, Minneapolis, MN 55419	Kelsey Rood (310) 469-3787	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	7/18/2011		
71	Pasadena, CA*	107 South Fair Oaks Avenue, Suite 109	Pasadena	California	Harden & Goedhart, LLC	1200 Highland Dr, Newport Beach, CA 92660	Alexis Hovden (714) 642-1009	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	9/12/2011		
72	Bozeman, MT	34 East Mendenhall Street, Suite R-6	Bozeman	Montana	Unsinkable LLC	300 N. Wilson Ave, Suite 3004, Bozeman, MT 59715	R Brooke Amini (406) 581-9591	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/23/2014		
73	Bradenton, FL - Lakewood Ranch	5275 University Parkway, Suite 131	Bradenton	Florida	Pure Barre Lakewood Ranch LLC	5275 University Parkway, Suite 131, Bradenton, FL 34201	Meg Wittmer (941) 320-4005	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/31/2014		
74	Houston, TX - Voss Road	1379 South Voss Road, Suite B	Houston	Texas	Anani Houston, LLC	2215 Abbot Martin Rd, Apt 111, Nashville, TN 37215	Kathryn Holleman (832) 788-8246	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	2/1/2012		
75	Columbus, OH - Dublin	3650 W. Dublin-Granville Road	Columbus	Ohio	Pure Barre Columbus	960 W. Fifth Ave, Columbus OH, 43212	Emily C. Johnson (989) 450-1189	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	11/11/2011		
76	Charlottesville, VA	2200 Old Ivy Road	Charlottesville	Virginia	Pure Barre Charlottesville, LLC	603 Providence RD, Charlotte, NC 28207	G.H. Christianson, II (980) 329-4640	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/24/2012		
77	Draper, UT*	280 East 12300 South, Suite 104	Draper	Utah	Stephanie Blodgett	NA	Stephanie Blodgett (801) 243-9677	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	12/19/2011		
78	Jacksonville Beach, FL	1056 3rd Street North	Jacksonville Beach	Florida	The Wallace Group, LLC	214 North Tryon Street, Charlotte, NC, 28202	Lacey Wallace (904) 412-8806	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/13/2012		
79	Baton Rouge, LA*	3033 Perkins Road, Suite B	Baton Rouge	Louisiana	Pure Passion BR-1 LLC	3033 Perkins Road, Suite B, Baton Rouge, LA 70808	Amy M Parkman (205) 790-1060	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	11/16/2011		
80	Greenville, SC - Augusta Road	1922 Augusta Street, Suite 113	Greenville	South Carolina	Barre 3, LLC	111 Williams Street, Greenville, SC 29601	Lauren Wilson (704) 975-9540	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/16/2012		
81	Louisville, KY - Summit*	4284 Summit Plaza Drive	Louisville	Kentucky	Barre Kentucky LLC	3800-A Springhurst Blvd., Louisville, KY 40241	Annie S Locke (270) 313-5636	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/9/2012		
82	Tuscaloosa, AL	1520 McFarland Boulevard North	Tuscaloosa	Alabama	PBT-TOWN, LLC	3344 Sandhurst Road, Birmingham, AL 35223	Jodi Bearman (205) 936-9377	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	5/7/2012		
83	Atlanta, GA - Johns Creek	9810 Medlock Bridge Road, Suite 500	Duluth	Georgia	Mo Deck LLC	896 Beaverbrook Dr. Atlanta, GA 30318	Philip Russ (Burton Franchising, LLC) (404) 822-0675	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/25/2014		✓
84	Miami, FL - Coral Gables	205 Altara Avenue	Miami	Florida	PB Miami LLC	7 Trinity Drive, Lumboroton, NC 28358	Ami Seier (303) 918-3889	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	8/10/2011		✓
85	Chattanooga, TN - North Shore	214 Manufacturers Boulevard	Chattanooga	Tennessee	Amanda Holmes	NA	Amanda J Holmes (423) 468-4960	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	6/13/2012		
86	New York, NY - Union Square	78 Fifth Avenue, 4th Floor	New York	New York	Pure Barre Fifth Avenue, LLC	1841 Broadway, Room 330, New York, NY 10023	Kaitlin Vandura (704) 651-9381	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	7/12/2012		✓
87	Cary, NC	1412 Village Market Place	Cary	North Carolina	PB Apex, LLC	507 Guilford Circle, Raleigh, NC 27608	Ami Seier (303) 918-3889	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	5/10/2012	4/17/2015	
88	Pittsburgh, PA - Shadyside	5986 Penn Circle South, Suite 202	Pittsburgh	Pennsylvania	LGD Studios	5986 Penn Circle South, Suite 202 Pittsburgh, PA 15206	Laura Dick (412) 427-1234	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/20/2012		✓
89	Seattle, WA - Queen Anne	500 Mercer Street	Seattle	Washington	IMAS Holdings, LLC	349 NE 54th st, Seattle, WA 98105	Sami Sweeney (206) 595-2092	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/19/2012		✓
90	Winston-Salem, NC - Reynolda Village	114K Reynolda Village	Winston-Salem	North Carolina	Pure Barre Piedmont Triad, LLC	925 Euclid Ave. Suite 2020 Cleveland, OH 44115	Carolyn Hern (202) 538-4980	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	5/12/2012		
91	South Tampa, FL	3830 West Neptune Street, Suite C5	Tampa	Florida	Pure Barre Tampa, LLC	3830 West neptune St, Ste. C5, Tampa, FL 33629	Eleanor McComb (941) 323-6111	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/9/2012		

92	Madison, AL*	14 Main Street, Suite A	Madison	Alabama	PureMad, LLC	1009 Springtime Blvd., Huntsville, AL 35802	Meredith Davis (330) 607-7270	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/16/2012		
93	Marin, CA	800 Redwood Highway Frontage Road, Suite 616	Mill Valley	California	MG-Elliot, LLC	NA	Margaret Elliott (970) 471-4544	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/23/2012		
94	Columbia, MO	124 E Nifong Boulevard	Columbia	Missouri	Pure Barre Columbia	3050 Ridley Wood Street, Columbia, MO 65203	Gayla Miller (573) 268-4070	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	6/25/2012		
95	Columbia, SC - Five Points	2123A Greene Street	Columbia	South Carolina	Afar, LLC	607 Baker Mill Lake Lane, Gaston, SC 29053	Addie Fairey (803) 292-1730	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/20/2012		
96	Wilmington, NC*	1123-B Military Cutoff Road	Wilmington	North Carolina	ADK Barre LLC	NA	Alexandra O'Rourke (919)-332-9428	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	6/29/2012		✓

Schedule 9.27(a)
Dated: June 10, 2015

	Location	Street	City	State	Franchisee Entity Name	Franchisee entity address	Franchisee Phone(s)	Royalty Rate on Services Sales	Royalty Rate on Product Sales	Ad Fee Rate	Minimum Monthly Royalty	Minimum Cumulative Royalties	Franchise Agreement ("FA") Sign Date	Renewal Date (if not 5 Years after FA Sign Date)	Signed Amendment
97	Burlington, MA	82 Burlington Mall Road	Burlington	Massachusetts	Jessica Grasso LLC	82 Burlington mall Rd, Burlington MA, 01803	Jessica J. Grasso (617) 233-3386	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	6/22/2012		
98	Savannah, GA*	5521 Abercorn Street, Suite 500	Savannah	Georgia	Pure Barre Savannah, LLC	215 Fair View Drive, Richmond Hill, GA 31324	Ashley Brook Nash (706) 340-3451	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	5/8/2012		
99	Austin, TX - Lakeway	2300 Lohman's Spur, Suite 186	Austin	Texas	Sierra Barre, LLC	103 Black Wolf Run, Austin TX 78738	Denyse Kroll (512) 771-5711	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/6/2012		
100	Overland Park, KS	4945 West 119th Street, Suite 24	Overland Park	Kansas	PureKC	6630 W 109 St., Apt. B, Leawood, KS 66211	Katie Conger (913) 777-9564	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/30/2012		
101	Metairie, LA*	701 Metairie Road, Suite 101-2A	Metarie	Louisiana	Studio J, LLC	3923 Magazine st, New Orelans, LA 70115	Jennifer Thomas (985) 707-5686	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	8/1/2012		
102	Hudson, OH*	50 W. Streetsboro Street, Suite 3 & 4	Hudson	Ohio	Pure Hud, LLC	NA	Meredith Davis (330) 607-7270	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	7/13/2012		
103	Sherman Oaks, CA	13559 Ventura Boulevard	Sherman Oaks	California	Pure Barre Sherman Oaks, LLC	390 S Sepulveda BLVD, Apt 301, Los Angeles, CA 90049	Jamie Wells (310) 625-7585	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	4/30/2012		
104	Dayton/Centerville, OH	62 W. Franklin Street	Dayton	Ohio	Pure Barre Dayton, LLC	NA	Janna Williams (513) 464-0300	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	8/24/2012		
105	San Francisco, CA - Marina	3727 Buchanan Street	San Francisco	California	Pure Partners, LLC	2400 Pacific Ave, #510, San Francisco, CA 94349	Kara Kokorelis (415) 309-3026	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	11/16/2011		
106	Greenwich, CT*	280 Railroad Avenue, 1st Floor	Greenwich	Connecticut	Asheley Kate Pure Barre Studios LLC	280 Railroad Ave, Greenwich, CT 06830	Ashley Allen (508) 361-8638	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	8/1/2012		
107	Boston, MA*	350 Newbury Street	Boston	Massachusetts	Boom LLC	32 Shady Hill Rd., Weston, MA 02493	Lauren Marett Sherman (617) 633-1096	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	2/28/2012		✓
108	Eastern Shore, AL	1802 US Highway 98	Daphne	Alabama	Bay Barre	713 Belrose Avenue, Daphne, AL 36526	Ashlye Hix (251) 786-3639	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	9/5/2012		
109	Glendale, AZ	19420 N. 59th Avenue, Suite C122	Glendale	Arizona	KoCap Investment, LLC	301 Deer Valley, Phoenix, AZ 85027	Gena Kohner (602) 689-6544	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	9/30/2012		
110	Wellesley, MA	200 Linden Square	Wellesley	Massachusetts	PB Wellesley LLC	1300 Centre Street, Newtown MA, 02459	Rachel Roberts (508) 733-4777	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	7/26/2012		
111	Pittsburgh, PA - Mt. Lebanon	1612 Cochran Road	Pittsburgh	Pennsylvania	Three Puppies, LLC	1414 Council Place, Jefferson Hills, PA 15025	Melissa Evancic (412) 260-3237	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	7/16/2012		✓
112	Charleston, SC - Downtown	164 Market Street, Suite C	Charleston	South Carolina	Pure Barre Downtown LLC	2 Office Park Court, Columbia, SC 29223	Jenn Vannatta (843) 725-8546	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	10/6/2012		✓
113	Westlake/Avon, OH	33576 Detroit Road	Avon	Ohio	Penelope Lane, Inc	NA	Lori Standen (440) 773-6251	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	9/10/2012		
114	Tampa - Carrollwood, FL	12921 N. Dale Mabry Highway	Tampa	Florida	Pure Barre TPA, LLC	12921 N. Dale Mabry Hwy, Tampa, FL 33618	Shannon O'Brien (941) 737-5153	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	7/3/2012		
115	Montgomery, AL	507 Cloverdale Road, Suite 102	Montgomery	Alabama	Kathryn Lee Lowder	NA	Kathryn Lee Lowder (334) 322-6248	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	7/20/2012		
116	Brighton, MI	9418 Village Place Boulevard	Brighton	Michigan	Bedford-Weyand, LLC	Bedford-Weyand, LLC, 3544 Meridian Crossing Dr. #160, Okem	Allison Weyand (989) 992-0840	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	11/7/2012		
117	Woodland Hills, CA	21728 Ventura Boulevard	Woodland Hills	California	Woodland Pure, LLC	810 Fernwood Pacific Dr., Topanga, CA 90290	Marni Rosenthal Chaikin (310) 463-7873	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	11/20/2012		✓
118	Plano, TX	3450 E Hebron Parkway, Suite 116	Carrollton	Texas	Running on Joy, LLC	3900 Grapevine Mills pkwy Unit 1725, Grapevine, TX 76051	Jill LaMonica (614) 562-1831	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	6/12/2012		✓
119	Little Rock, AR	11525 Cantrell Road, Suite 306	Little Rock	Arkansas	Michele Fitness, Inc	7700 E. Misty Glen Court, Anaheim Hills, CA 92808	Lindsey Newton (501) 804-8326	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/15/2013		
120	Chandler, AZ	2055 W Frye Road, Suite 5	Chandler	Arizona	Weyand Enterprises, LLC	9590 E Ironwood Square Drive, STE 105, Scottsdale, AZ 85258	Marirose Weyand (989) 529-8170	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	10/4/2012		✓
121	Arlington, TX	2500 NE Green Oaks Boulevard, Suite 128	Arlington	Texas	Studio Firm, LLC	9900 Spectrum Dr., Austin, TX 78717	Deshanda Firmin (985) 703-1858	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	8/17/2012		✓
122	Spartanburg, SC	1200 E. Main Street, Suite 7	Spartanburg	South Carolina	Emerge Pilates, LLC	519 South Helena ST, Roebuck, SC 29376	Carol E Corson (864) 909-0216	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	11/15/2012		✓
123	Washington, DC - Dupont Circle	2130 P Street NW	Washington	DC	District PB, LLC	2033 Huidekoper Place NW, Washington, DC 20007	Michelle Davidson (239) 269-6095	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	8/18/2012		✓
124	Red Bank, NJ	127 Broad Street	Red Bank	New Jersey	M Two Fitness, LLC	175 Helen Street, Fanwood, NJ 07023	Melanie Coleman (201) 736-6036	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/22/2013		
125	South Jersey, NJ - Haddonfield	112 Kings Highway East	Haddonfield	New Jersey	elleon, LLC	105 S. 18th Street, Unit 3A, Philadelphia, PA 19103	Noelle A Zane (267) 234-7825	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	6/27/2012		✓
126	Lake Norman, NC - Birkdale	16815 Carnlyn Road, Suite A	Huntersville	North Carolina	LKN Barre, LLC	17247 Pennington Drive, Huntersville, NC 28070	Katie Moscovitch (203) 994-2914	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	11/20/2012		✓
127	South Tulsa, OK	8921 S. Yale Avenue, Suite C	Tulsa	Oklahoma	MJMK, LLC	3503 W. 106th Street South, Jenks, OK 74037	Katrina Morgan (256) 337-2917	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/15/2013		✓
128	Fort Worth, TX	6333 Camp Bowie Boulevard, Suite 220	Fort Worth	Texas	Steber PB, LLC	815 Mercury Avenue, Duncanville, TX 75137	Kelsey Tortorigi (205) 902-2974	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/15/2013		
129	Virginia Beach, VA	741 First Colonial Road, Suite 104	Virginia Beach	Virginia	Barre One, LLC	7608 Atlantic Avenue, Virginia Beach, VA 23451	Deanna Graham (757) 287-7869	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	2/27/2013		
130	Spring Lake, NJ	1200 Third Avenue	Spring Lake	New Jersey	Pure Venture, LLC	708 North Ave, Barlwood, NJ 07027	Beth Flynn (312) 404-2384	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	11/14/2012		
131	Greenville, SC - Pelham Road	3722 Pelham Road	Greenville	South Carolina	Jackson Hughes, Lauren Wilson, and Stephanie Reynold	601 Cleveland St, 7A, Greenville, SC 29601	Lauren Wilson (704) 975-9540	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/20/2013		
132	Madison, WI - Hilldale	702 N. Midvale Boulevard	Madison	Wisconsin	Pure Madison, LLC	PO Box 3524, Spartanburg, SC 29304	Susanna Presnell Johnson (864) 590-6947	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/24/2013		
133	Chicago, IL - Lakeview	3245 N Ashland Avenue, Suite 1	Chicago	Illinois	HNV Lakeview, LLC	408 Jackson Blvd., Nashville, TN 37205	Hanah Vinson (615) 319-9023	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/15/2013		✓
134	Fort Collins, CO	2948 Council Tree Avenue, Suite 119	Ft. Collins	Colorado	SS Holdings, Inc.	2370 Andrew Drive, Superior, CO 80027	Stephanie Spalding (303) 884-4220	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/25/2013		
135	Lubbock, TX	4505 98th Street, Suite 240	Lubbock	Texas	Lemon Barre, LLC	3317 22nd Street, Lubbock, TX 79410	Laura Marie Staron (502) 418-8366	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/18/2013		
136	Chicago, IL - Bucktown Wicker Park	1837 W North Avenue	Chicago	Illinois	Pure Bucktown, LLC	100 Dunbar Street, Suite 400, Spartanburg, SC 29306	Susanna Presnell Johnson (864) 590-6947	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/2/2013		
137	Evanston, IL	910 Church Street	Evanston	Illinois	Pure Evanston, LLC	PO Box 3524, Spartanburg, SC 29304	Susanna Presnell Johnson (864) 590-6947	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/24/2013		
138	Greensboro, NC	1310 Westover Terrace, Suite 105	Greensboro	North Carolina	GCPB, LLC	1909 Lafayette Avenue, Greensboro, NC 27408	Christina Cromwell (336) 402-1881	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/30/2013		
139	Chicago, IL - River North	1 E. Huron Street, 2nd Floor	Chicago	Illinois	Orson, LLC	3186 Parthenon Avenue, Unit H, Nashville, TN, 37203	Emily Henson (615) 604-5034	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/18/2013		
140	Atlanta, GA - Druid Hills	2951 N. Druid Hills Road	Atlanta	Georgia	ATL PB Toco Hills, LLC	896 Beaverbook Drive, Atlanta GA, 30318	Philip Russ (404) 822-0675	7.0%	7.0%	1.0%	$1,000	No less than $15,750 in year 1, $17,500 for the TTM after 18 months, $22,750 in year 2	12/14/2013		
141	Athens, GA	191 Alps Road, Suite 17	Athens	Georgia	Costance C. Popwell	2285 Plaster Avenue, Atlanta GA, 30305	Constance C Popwell (901) 356-7316	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/14/2013		✓

142	Westford, MA	9 Cornerstone Square	Westford	Massachusetts	PB Westford, LLC	25 Lois Lane, Lexington, MA 02420	Jessica Grasso (617) 233-3386	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/20/2013		
143	Cranston, RI	2000 Chapel View Boulevard, Suite 125	Cranston	Rhode Island	PBRI, LLC	One Financial Plaza, Suite 1800, Providence RI, 02903	Alexandra York (774) 238-6420	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/7/2013		
144	Asheville, NC	1865 Hendersonville Road, Suite 114	Asheville	North Carolina	Asheville PB 01, LLC	310 McDaniel Ave, Greenville SC 29601	Flavia Harton (864) 477-8312	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/7/2013		✓
145	Macon, GA	4420 Forsyth Rd, Suite 140	Macon	Georgia	Healthy Living Partners, LLC	61 Jennifer Drive, Forsyth, GA 31029	Whitney R Berry (770) 312-3672	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/27/2013		✓
146	Billings, MT	1595 Grand Avenue, Suite 200	Billings	Montana	HighSeats, LLC	4332 Ridgewood Ln S, Billings MT, 59106	Kaitlyn Kurn (858) 228-0003	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/22/2013		
147	Fairfax, VA	4201 Ridge Top Road	Fairfax	Virginia	PB Fairfax, LLC	269 Lkerd Drive SE, Concord, NC 28025	Ashleigh Brooke Sides (704) 796-2982	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/18/2013		✓
148	Wexford, PA	12091 Perry Highway	Wexford	Pennsylvania	LGD Stuidios, LLC	136 Kissel Springs Road, Ligonier, PA 15658	Laura G Dick (412) 427-1234	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/8/2013		✓
149	Naples, FL	1410 Pine Ridge Road, Suite 10	Naples	Florida	OLLE, Inc	7755 Ionio Court, Naples, FL 34114	Lenka Valigurska (239) 250-6467	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/17/2013		
150	Beachwood, OH - Pepper Pike	31100 Pinetree Road, Suite 115	Pepper Pike	Ohio	Purebeach LLC	1003 Rison Ave NE, Huntsville AL 35801	Meredith Davis (330) 607-7270	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/12/2013		✓
151	Roanoke, VA	5036 Keagy Road, Suite 202	Roanoke	Virginia	Dancing Turtle, LLC	4870 Sadler Road, Glen Allen, VA 23060	Traci Dority-Shanklin (310) 418-2433	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/27/2013		
152	Westport, CT	275 Post Road East	Wesport	Connecticut	Westport Barre, LLC	2 Pinehurst Rd, Coventry, RI 02816	Laura A Laboissonniere (401) 578-2678	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/7/2013		✓
153	Spokane, WA	13910 E Indiana Avenue, Suite E	Spokane Valley	Washington	KT. WOOD, LLC	509 E 31st St, Bryan TX, 77803	Katie Wood (509) 710-2353	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/12/2013		✓
154	Atlanta, GA - Vinings	4300 Paces Ferry Road SE, Suite 476	Atlanta	Georgia	ATL PB Vinings, LLC	896 Beaverbook Drive, Atlanta GA, 30318	Philip Russ (404) 822-0675	7.0%	7.0%	1.0%	$1,000	No less than $15,750 in year 1, $17,500 for the TTM after 18 months, $22,750 in year 2	7/23/2013		✓
155	Columbus, OH - New Albany	180 Market Street, Suite D	New Albany	Ohio	Pure Barre Columbus, LLC	960 West 5th Ave, Columbus, OH 43212	Emily C. Johnson (989) 450-1189	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	2/21/2013		
156	Jacksonville, FL - Riverside	1661 Riverside Avenue, Suite 125	Jacksonville	Florida	The Koster Group, Inc.	113 Findhorn Court, St John's, FL32259	Victoria Koster (205) 401-2960	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/3/2013		✓
157	Boise, ID	550 S. Broadway, Suite 110	Boise	Idaho	Bucci Barre, LLC	1393 W. Villa Norte, Boise ID 83702	Lorain Banducci (208) 250-8666	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/6/2013		
158	Birmingham, AL - Riverchase	1870 Chase Drive, Suite 100	Birmingham	Alabama	Landie, Inc	1336 Legacy Drive, Birmingham, AL 35242	Shelly W. Smith (205) 914-3131	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/23/2013		✓
159	Annapolis, MD	2484 Solomons Island Road	Annapolis	Maryland	Greer Hancock, LLC	115 Cedar Road, Severna Park, MD 21146	Anne Hancock Fava (410) 236-7131	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/25/2013		✓
160	Burlingame, CA	1440 Chapin Avenue, Suite 100	Burlingame	California	Alyssa Bothman	20385 Iron Springs Road, Los Gatos, CA 95033	Alyssa Bothman (917) 344-9175	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/15/2013		
161	St. Petersburg, FL	3637 Fourth Street North	St. Petersburg	Florida	St. Pete Barre	1124 North Lake Shore Drive, Sarasota FL, 34231	Elleanor McComb (941) 323-6111	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/22/2013		
162	Indianapolis, IN - Fishers	11501 Geist Pavilion Drive, Suite 112	Fishers	Indiana	Curly Top, LLC	278 Providence Blvd, Carmel, IN 46032	Rbecca Retrum (317) 331-5128	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/1/2013		✓
163	Buffalo, NY	7660 Transit Road	Buffalo	New York	S.R. McKie, LLC	561 Bird Avenue, Buffalo, New York 14222	Shayna R. McKie (315) 436-0304	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/21/2013		✓
164	Chicago, IL - Old Town	1350 N. Wells Street, Suite 1200	Chicago	Illinois	True Form, LLC	1660 N. LaSalle Drive, Apt 1708, Chicago IL, 60614	Rachel Reisman True (312) 649-9069	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/22/2013		✓
165	Sonoma, CA	201 W. Napa Street, Suite 15	Sonoma	California	MG-Elliot, LLC	800 Redwood Highway, Suite 616, Mill Valley, CA 94941	Margaret G. Elliott (970) 471-4544	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/30/2013		✓
166	Greenville, DE	3801 Kennett Pike, Building E, Suite 209	Greenville	Delaware	M2 Yoga Productions, LLC	1 Heatherwood Drive, Malvern, PA 19355	Maura Markley (610) 348-3825	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/8/2013		
167	Geneva, IL	500 S Third Street, Suite 123	Geneva	Illinois	Stuido 26, LLC	210 Logan Avenue, Geneva, IL 60134	Brynn Hanson (630) 254-7228	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/28/2013		✓
168	Tampa, FL - Westchase	12233 West Linebaugh Avenue	Tampa	Florida	PB Florida, LLC	336 Orchid Drive South, Ellenton, FL 34222	Aimee O'Neil (813) 760-7298	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/6/2013		✓
169	Wheaton, IL	33 Rice Lake Square	Wheaton	Illinois	Pure Wheaton, LLC	100 Dunbar Street, Suite 400, Spartanburg, SC 29306	Susanna Presnell Johnson (864) 590-6947	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/12/2013		
170	Santa Margarita, CA	22411 Antonio Parkway, Suite C150	Rancho Santa Margarita	California	Vicencia Fitness, LLC	7707 E Margaret Drive, Anaheim, CA 92808	Kerry Vicencia (714) 269-3249	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/8/2013		✓
171	Brooklyn, NY - Cobble Hill	266 Court Street	Brooklyn	New York	Studio TC, LLC	82 Congress Street, Apt 4, Brooklyn NY, 11201	Tiffany N. Currid (850) 502-0100	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	1/30/2013		✓
172	Atlanta, GA - Virginia Highlands	1402-4 North Highland Avenue NE	Atlanta	Georgia	Goot Gibson, LLC	435 10th Street #16, Atlanta, GA 30309	Ashley Goot (864) 616-3766	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/9/2013		✓
173	Novi, MI	42972 Grand River Avenue	Novi	Michigan	Bedford-Weyand, LLC	8612 Hornbeam, Saginaw, MI 48603	Allison Weyand (989) 992-0840	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/29/2013		
174	Jacksonville, FL - Tapestry Park	4828 Deer Lake Drive West	Jacksonville	Florida	Pure Aptitude, LLC	319 North Roscoe Blvd. Ponte Vedra Beach, Florida 32082	Rachel Robertson (904) 710-6450	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/18/2013		✓
175	Seattle, WA - Capitol Hill	1222 E Pine Street, Suite B	Seattle	Washington	IMAs Holdings, LLC	345 NE 54th St., Seattle, WA 98105	Sami Dinsmore Sweeney (206) 595-2092	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/23/2013		✓
176	Flower Mound, TX	5801 Long Prairie Road, Suite 820	Flower Mound	Texas	LTB FM, LLC	1303 Cheyenne Trail, Corinth, TX 76210	Amanda Lewis (832) 928-6174	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/4/2013		✓
177	Rockville, MD	402 King Farm Boulevard, Suite 140	Rockville	Maryland	JCD Fitness LLC	2222 Q Street NW, Apartmnet 43, Washington, DC 20008	Jill DeNinno (412) 680-6648	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/26/2013		✓
178	Kildeer, IL - Deer Park	20771 North Rand Road	Kildeer	Illinois	Pure Barre Kildeer, LLC	100 Dunbar Street, Suite 400, Spartanburg, SC 29306	Susanna Johnson 864-590-6947	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/15/2013		
179	Rocky River, OH	19940 Detroit Road	Rocky River	Ohio	Penny Lane, Inc.	31027 Walden Drive, Westlake, OH 44145	Lori Standen (440) 773-6251	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/30/2013		✓
180	Bethesda, MD	4930 Hampden Lane	Bethesda	Maryland	Chip Christianson	7516 Hwy. 70 So., Suite 100, Nashville TN, 37221	Chip Christianson (615) 300-8787	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/20/2013		✓
181	North Raleigh, NC	9660 Falls of Neuse Road, Suite 149	Raleigh	North Carolina	PB Apex, LLC	507 Guilford Circle, Raleigh, NC 27608	Ami Seier (303) 918-3889	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/6/2013		
182	Manhasset, NY	1681 Northern Boulevard	Manhasset	New York	Pure Results Long Island, LLC	147 Bayview Ave., Port Washington, NY 11050	Deena Cavalli (516) 365-9090	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/19/2013		✓
183	Syracuse, NY	6789 E. Genesee Street	Fayetteville	New York	Cathy McKie	7586 Calvary Circle, Manlius, NY 13104	Cathy McKie (315) 436-0276	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/14/2013		✓
184	Pure Barre - Richmond - Short Pump	4017 Lauderdale Drive	Richmond	Virginia	G.H. Christianson, II	5000 Harding Place, Nashville, TN 37211	Chip Christianson (615) 300-8787	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/6/2013		
185	Brookline, MA	1333 Beacon Street	Brookline	Massachusetts	PB Brookline, LLC	1300 Centre Street, Newtown MA, 02459	Lauren Sherman (617) 633-1096	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/17/2013		
186	Irmo, SC	1230 B3A Bower Parkway, Columbia, SC 29212	Columbia	South Carolina	AFAR 2 LLC	607 Baker Mill Lake Lane, Gaston, SC 29053	Addie Fairey (803) 292-1730	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/15/2013		✓
187	Durham, NC	737 Ninth Street, Suite 260	Durham	North Carolina	PB Partners, LLC	15 Piling Place, Durham NC 27707	Charlotte Jones (919) 949-1302	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/6/2013		
188	Peters Township, PA	4000 Washington Road, Suite 108	McMurray	Pennsylvania	Kaylee Barre, LLC	1414 Council Place, Jefferson Hills, PA 15025	Melissa Evancic (412) 260-3237	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/13/2013		✓
189	Santa Monica, CA	201 Wilshire Boulevard	Santa Monica	California	Marni Chaikin and Kayla Allen	11819 Wilshire Boulevard, Suite 213, Los Angeles, CA 90025	Kayla Allen (310) 745-8500	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/7/2013		✓
190	San Francisco, CA - West Portal	162 West Portal Avenue	San Francisco	California	Huntley Fike PB, LLC	45 Lark Place, Alamo, CA 94507	Lauren Fike (925) 389-0038	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	10/29/2013		✓
191	Atlanta, GA - Westside	1100 Howell Mill Road, Suite A07	Atlanta	Georgia	ATL PB 1, LLC	896 Beaverbook Drive, Atlanta GA, 30318	Philip Russ (404) 822-0675	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/1/2013		✓
192	McLean, VA	6825 Redmond Drive, Suite E	Mclean	Virginia	G.H. Christianson, II	7516 Hwy 70 So., Suite 150, Nashville, TN 37221	G.H. Christianson, II (615) 300-8787	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/1/2014		✓
193	West Palm Beach, FL	501 Fern Street	West Palm Beach	Florida	MLH Fitness, Inc.	7732 Sandhill Court, West Palm Beach, FL 33412	Melissa Hirsch (856) 685-8075	7.0%	7.0%	1.0%	$1,000	No less than $14,000 in year 1, $17,500 for the TTM after 21 months, $21,000 for the TTM a	6/25/2013		✓
194	Naperville, IL	144 W Jefferson Avenue	Naperville	Illinois	Pure Naperville, LLC	100 Dunbar Street, Suite 400, Spartanburg, SC 29306	Susanna Presnell Johnson (864) 590-6947	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/15/2013		

195	Frisco, TX	5570 FM 423, Suite 500	Frisco	Texas	Jesler Group, LLC	4571 Siena Drive, Frisco TX, 75033	Jessica Miller (469) 662-4686	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/18/2013		✓
196	Knoxville, TN	133 S. Forest Park Boulevard	Knoxville	Tennessee	PB Knoxville, LLC	4902 Timberhill Drive, Nashville, TN 37211	Lauren Luftman (859) 608-2043	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/19/2013		✓

Schedule 9.27(a)
Dated: June 10, 2015

	Location	Street	City	State	Franchisee Entity Name	Franchisee entity address	Franchisee Phone(s)	Royalty Rate on Services Sales	Royalty Rate on Product Sales	Ad Fee Rate	Minimum Monthly Royalty	Minimum Cumulative Royalties	Franchise Agreement ("FA") Sign Date	Renewal Date (if not 5 Years after FA Sign Date)	Signed Amendment
197	Deerfield, IL	720 Waukegan Rd, Suite J	Deerfield	Illinois	Pure Deerfield, LLC	100 Dunbar Street, Suite 400, Spartanburg, SC 29306	Susanna Presnell Johnson (864) 590-6947	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/8/2013		
198	Alexandria, VA	429 John Carlyle Street	Alexandria	Virginia	Mary Beth Coleman, Katie Shearin and G.H. Christians	5000 Harding Place, Nashville, TN 37211	Chip Christianson (615) 300-8787	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/27/2013		✓
199	Washington, DC - Capitol Hill	407 8th Street SE	Washington	DC	PB CAP HILL, LLC	2033 Huidekoper Place NW, Washington, DC 20007	Michelle Davidson (239) 269-6095	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/21/2013		✓
200	The Woodlands, TX	8000 Research Forest Drive, Suite 110	The Woodlands	Texas	Monies, LLC	8000 Research Forrest Drive, Suite 123, The Woodlands, TX 773	Heather Berntone Sanders (832) 722-7767	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/16/2014		
201	Roswell, GA	1115 Woodstock Road, Suite 705	Roswell	Georgia	ATL PB Roswell, LLC	869 Beaverbrook Drive, Atlanta, GA 30318	Philip Russ (404) 822-0675	7.0%	7.0%	1.0%	$1,000	No less than $15,750 in year 1, $17,500 for the TTM after 18 months, $22,750 in year 2	10/30/2013		
202	New Tampa, FL	18091 Highwoods Preserve Parkway, Suite 3	Tampa	Florida	PB New Tampa, LLC	10325 OrangeGrove Drive, Tampa, FL 33618	Casey Neubert (727) 422-2713	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/13/2013		✓
203	Wellington, FL	11924 West Forest Hill Boulevard, Suite 22	Wellington	Florida	MLH Fitness, Inc.	480 Hibiscus Street Apt 709, West Palm Beach, FL 33401	Melissa Hirsch (856) 685-8075	7.0%	7.0%	1.0%	$1,000	No less than $14,000 in year 1, $17,500 for the TTM after 21 months, $21,000 for the TTM a	11/20/2013		
204	Brooklyn, NY - Williamsburg	204 Wythe Avenue	Williamsburg	New York	Portside Group, LLC	719 8th Avenue 1A, Brooklyn, NY 11215	Rebecca Fagan (303) 961-4502	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/2/2013		✓
205	Tulsa, OK - Midtown	3807 South Peoria Avenue, Suite M	Tulsa	Oklahoma	MJMK, LLC	3503 W. 106th Street South, Jenks, OK 74037	Katrina Morgan (256) 337-2917	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/30/2013		✓
206	Oxford, MS	265 North Lamar Boulevard, Suite E	Oxford	Mississippi	XOLTB, LLC	232 Private Road 3049, Oxford, MS 38665	Kelly Waite (949) 500-3717	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/20/2013		
207	Snellville, GA	1350 Scenic Hwy, Suite 808	Snellville	Georgia	PB Snellville, LLC	1350 Scenic Highway, Snellvile, GA 30078	Keisha Hayes (678) 570-7996	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/19/2013		
208	Owensboro, KY	2680 Frederica Street	Owensboro	Kentucky	Andrea McCrary	229 Taylor Drive B, Lexington, KY 40511	Andrea McCrary (270) 313-5636	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	2/6/2014		✓
209	Franklin, TN	1556 West McEwen Drive	Franklin	Tennessee	Barre Fitness, LLC	4906 Maymanor Circle, Nashville, TN 37205	Martha Nemer (615) 481-8400	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	1/9/2014		✓
210	Peachtree City, GA	405 City Circle, Suite 1620	Peachtree City	Georgia	PTCbarre, LLC	26 Audubon Place, Newnan, GA 30265	Bronwyn Williams (770) 632-8855	7.0%	7.0%	1.0%	$1,000	No less than $15,750 in year 1, $17,500 for the TTM after 18 months, $22,750 in year 2	6/2/2015		
211	Jupiter, FL	6240 West Indiantown Road, Suite 6	Jupiter	Florida	MLH Fitness, Inc.	380 Hibiscus St, Apt 709, West Palm Beach, FL 33401	Melissa L Hirsch (856) 685-8075	7.0%	7.0%	1.0%	$1,000	No less than $14,000 in year 1, $17,500 for the TTM after 21 months, $21,000 for the TTM a	11/19/2013		
212	East Greenwich, RI	1000 Division Street, Suite 16	East Greenwich	Rhode Island	PBRI-II, LLC	One Financial Plaza, Suite 1800, Providence RI, 02903	Jaime Sweeney (401) 248-1408	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/20/2014		✓
213	Manalapan, NJ	357 Route 9 South	Manalapan	New Jersey	Pure Partners Limited Liability Company	524 Cory Place, Westfield, NJ 07090	Beth Flynn (312) 404-2384	7.0%	7.0%	1.0%	$1,000	No less than (50%) of system average in year 1, (60%) in year 2, (70%) in year 3	3/21/2013		
214	Fairfield, CT	1275 Post Road	Fairfield	Connecticut	Fairfield Barre LLC	1275 Post Road, Suite A3, Fairfield, CT, 06824	Laura Laboissonniere (401) 578-2678	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/10/2014		✓
215	Norfolk, VA	320 West 21st Street	Norfolk	Virginia	Barre One, LLC	7608 Atlantic Avenue, Virginia Beach, VA 23451	Deanna Graham (757) 287-7869	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/27/2013		✓
216	Destin, FL	34940 Emerald Coast Parkway, Suite 186	Destin	Florida	AS Fit, LLC	174 Watercolor Way #3208, Santa Rosa Beach, FL 32459	Ashley Singleton (850) 231-0147	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/7/2013		✓
217	Richmond, VA - Near West End	6235 River Road	Richmond	Virginia	RVA Barre, LLC	256 Silver Sloop Way, Carolina Beach, NC 28428	Carlca C. Brown (703) 323-0776	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	10/15/2013		✓
218	Palm Beach Gardens, FL	11290 Legacy Avenue, Suite K120	Palm Beach Gardens	Florida	MLH Fitness, Inc.	450 Hibiscus St., Apt. 709, West Palm Beach, FL 33401	Melissa Hirsch (856) 685-8075	7.0%	7.0%	1.0%	$1,000	No less than $14,000 in year 1, $17,500 for the TTM after 21 months, $21,000 for the TTM a	12/4/2013		
219	Southampton, NY	5 Windmill Lane, Suite 4	Southampton	New York	PB Southhampton, LLC	78 Fifth avenue, 4th floor, New York, NY 10011	Kaitlin Vandura (704) 651-9381	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/10/2014		✓
220	Bend, OR	520 SW Powerhouse Drive, Suite 150	Bend	Oregon	Erin Anderson Griffith	70 SW Century Drive, Suity 100-460, Bend OR 97702	Erin Anderson Griffith (406) 570-1646	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	10/11/2013		
221	Cumming, GA	410 Peachtree Pkwy, Suite 216	Cumming	Georgia	ATL PB Cumming, LLC	896 Beaverbrook Drive, Atlanta Ga 30318	Philip Russ (404) 822-0675	7.0%	7.0%	1.0%	$1,000	No less than $15,750 in year 1, $17,500 for the TTM after 18 months, $22,750 in year 2	11/19/2013		
222	Orlando, FL - Dr. Phillips	7339 West Sand Lake Road, Suite 412	Orlando	Florida	Pure Dr. Phillips, LLC	1008 Glendalyn Circle, Spartanburg, SC 29302	Ann Hopkins (864) 590-1972	7.0%	7.0%	1.0%	$1,000	No less than $15,750 in year 1, $17,500 for the TTM after 18 months, $22,750 in year 2	11/26/2013		
223	Hingham, MA	18 Shipyard Drive, Suite 1C	Hingham	Massachusetts	PBH Studio, LLC	21 Parker Road, Wellsley, MA 02481	Tracie Reynolds (508) 479-1748	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/7/2013		✓
224	Atlanta, GA - Inman Park	240 North Highland Avenue, Building 3, Suite B-2	Atlanta	Georgia	ATL PB Inman, LLC	896 Beaverbrook Dr., Atlanta, GA 30318	Philip Russ (404) 822-0675	7.0%	7.0%	1.0%	$1,000	No less than $15,750 in year 1, $17,500 for the TTM after 18 months, $22,750 in year 2	3/25/2014		
225	San Antonio, TX - Stone Oak	21019 US Highway 281 North, Suite 33	San Antonio	Texas	Santon & Price, LLC	18723 Keegan's Bluff, San Antonio, TX 78258	Kelly Price (901) 428-5593	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	10/11/2013		✓
226	San Rafael, CA	315 3rd Street	San Rafael	California	Shannon Piro	31 McNear Drive, San Rafael, CA 94901	Shannon Piro (925) 324-3251	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	1/15/2014		✓
227	Seattle, WA - Green Lake	406 NE 71st Street	Seattle	Washington	IMAs Holdings, LLC	345 NE 54th St., Seattle, WA 98105	Sami Dinsmore Sweeney (206) 595-2092	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/22/2013		
228	Lake Norman, NC - Mooresville	129 Market Place Drive, Suite C	Mooresville	North Carolina	LKN Barre, LLC	17247 Pennington Drive, Huntersville, NC 28070	Katheryn Moscovitch (203) 994-2914	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/31/2013		✓
229	Arlington, VA	1024 North Garfield Street	Arlington	Virginia	G.H. Christianson, II	7516 Highway 70 South, Suite 100, Nashville, TN 37221	G.H. Christianson, II (615) 300-8787	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/19/2013		
230	Orlando, FL - Mills Park	1430 North Mills Avenue, Suite 160	Orlando	Florida	Pure Lake Mary, LLC	1008 Glendalyn Circle, Spartanburg, SC 29302	Ann Johnson Hopkins (864) 590-1972	7.0%	7.0%	1.0%	$1,000	No less than $15,750 in year 1, $17,500 for the TTM after 18 months, $22,750 in year 2	10/21/2013		✓
231	Rossmoor, CA - Seal Beach	12501 Seal Beach Boulevard	Seal Beach	California	L&M Fitness, LLC	19172 Lindsay Lane, Hungtington Beach, CA 92646	Alexandria Martinez (714) 323-7569	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/11/2013		✓
232	Allen, TX	972 Village Green Drive	Allen	Texas	Amanda Kovach	3430 McFarlin Boulevard #4, Dallas TX, 73205	Amanda Kovach (832) 928-6174	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	2/14/2014		
233	Grosse Pointe MI	75 Kercheval Avenue, Suite 301	Grosse Pointe Farms	Michigan	Lia Amine and Renae Lange	5718 Meadowview Street, Ypsilanti, MI 48197	Lia Amine (248) 633-5310	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	2/27/2014		✓
234	West Omaha, NE	577 North 155th Plaza	Omaha	Nebraska	Emma's PB, LLC	12925 West Dodge Road, Suite 102, Omaha, NE 68154	Emma Sodoro (402) 690-4056	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	2/27/2014		✓

235	Murfreesboro, TN	1970 Medical Center Parkway, Suite C	Murfreesboro	Tennessee	PB Murfreesboro, LLC	3444 Deerview Drive, Murfreesboro, TN 37128	Sunshine Burns (615) 944-4335	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/18/2013		✓
236	Chesapeake, VA	733 Eden Way North, Suite 406	Chesapeake	Virginia	Erin Rhamstine	1444 S. Veaux Loop, Norfolk VA, 23509	Erin Rhamstine (757) 620-5735	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	1/6/2014		✓
237	Tucson, AZ - Casas Adobes	7121 North Oracle Road	Tucson	Arizona	Briana Acuna and Vanessa Palestino	3342 North Sierra Springs Drive, Tucson, AZ 85716	Briana Acuna (619) 806-7410	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	2/6/2014		✓
238	Dallas, TX - Preston Hollow	6025 Royal Lane, Suite 203	Dallas	Texas	Pure Lakewood, LLC	2402 College Hills, San Angelo, TX 76904	Britta Lofgren (612) 310-1500	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/4/2013		✓
239	Houston, TX - River Oaks	1948A West Gray Street	Houston	Texas	Taylored Dietetics LLC d/b/a Barre Lots	4310 Dunlavy Street, #443, Houston, TX 77006	Taylor Larson (281) 660-5964	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	10/9/2014		✓
240	Clemmons, NC	6252 Towncenter Drive, Suite 104 & 105	Clemmons	NC	PB Piedmont Triad, LLC	114K Reynolda Village, Winston-Salem NC, 27106	Carolyn Hern (202) 538-4980	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/17/2014		✓
241	Rancho Cucamonga, CA	8792 19th Street, Alta Loma Square	Rancho Cucamonga	California	PB Rancho Cucamonga, LLC	301 N. Lake Avenue, 7th Floor, Pasadena, CA 91101	Ashley Sinkeldam (858) 254-1674	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/6/2014		✓
242	Seattle, WA - Redmond	16015 Cleveland Street	Redmond	Washington	IMAs Holdings, LLC	1420 Delridge Way, Seattle, WA 98108	Sami Dinsmore Sweeney (206) 595-2092	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/7/2014		✓
243	Sudbury, MA	435 Boston Post Road	Sudbury	Massachusetts	Studio Thirty-Three, LLC	6 Wintergreen Court, Lunenberg, MA 01462	Elizabeth Tuzzolo (978) 758-8626	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/13/2014		✓
244	Napa, CA	3632 Bel Aire Plaza	Napa	California	Wine Country Sculpt, LLC	2125 Inglewood Avenue, St. helena, CA 94574	Shelley Nicole Sinegal (425) 891-3245	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/6/2014		
245	St. Louis, MO - Ladue	8885F Ladue Road	St. Louis	Missouri	HEJ Fund, LLC	35 Briarcliff St, St. Louis, MO 63124	Ellie Williams (314) 567-7786	7.0%	7.0%	1.0%	$1,000	No less than $15,750 in year 1, $17,500 for the TTM after 18 months, $22,750 in year 2	1/30/2014		✓
246	Chicago, IL - Lincoln Park	2058 North Halsted Street	Chicago	Illinois	Double A Fitness Lincoln Park, LLC	600 N McClurg St, Apt 3502A, Chicago, IL 60611	Ashley Paro (630) 965-1175	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/8/2014		✓
247	Hilton Head Island, SC	38 Shelter Cove Lane, Suite 129	Hilton Head Island	South Carolina	PB Hilton Head, LLC	1297 May River Road, #324, Bluffton, SC 29910	Kara Brandis Letien (803) 468-3950	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/10/2014		✓
248	Portland, OR - Lloyd	1504 NE Broadway Street	Portland	Oregon	Richen PB LLC	2437 N. Alberta Street, Portland, OR 97217	Stephanie Richen (206) 427-8386	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/22/2014		✓
249	Minneapolis, MN - Edina	7101 France Avenue South, Suite 201	Edina	Minnesota	PB Twin Cities LLC	4122 Linden Hills Boulevard, Minneapolis, MN 55410	Margo McCarthy Farrell (612) 655-4281	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/24/2014		
250	Katy, TX	23501 Cinco Ranch Boulevard, Suite D120	Katy	Texas	Queen Tiye Wellness, Inc.	3100 Hazy Park Drive, Houston, TX 77082	Tonia M Jones (310) 612-8296	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/23/2014		
251	Darien, CT	313 Heights Road	Darien	Connecticut	Darien Barre LLC	158 Holmes Avenue, Darien, CT 06820	Kristin McClutchy (203) 247-0165	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/11/2014		
252	Houston, TX - The Heights	1436 Studewood Street	Houston	Texas	PB The Heights, LLC	2121 Mid Lane, #515, Houston, TX 77027	Dorinda M Blackey (713) 396-9851	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/17/2014		✓
253	Park City, UT	1708 Uinta Way, Suite F-2	Park City	Utah	Haase-Eubank Resources LLC	8136 N. Ranch Club Trail, Park City Utah, 84099	Susanna Eubank (859) 806-8801	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/28/2014		✓
254	West Hattiesburg, MS	163 Turtle Creek Drive	Hattiesburg	Mississippi	BRP Enterprises LLC	5 North Bridle Bend, Hattiesburg MS, 39402	Brittany Price (601) 596-3183	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/28/2014		
255	Columbia, MD	8801-1 Centre Park Drive	Columbia	Maryland	LTB Columbia, LLC	5620 44th Avenue, Hyattsville MD, 20781	Carmel McGuire (202) 422-4147	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/13/2014		✓
256	Omaha, NE - Loveland Centre	2501 South 90th Street, Suite 118	Omaha	Nebraska	PBK Enterprises, LLC	702 N 57th Avenue, Omaha, NE 68132	Kristen Papenfuss (402) 332-8551	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	2/28/2014		✓
257	Colorado Springs, CO	5262 North Nevada Avenue, Suite 120	Colorado Springs	Colorado	PB Colorado Springs LLC	301 Delaney Woods Road, Nicholasville, KY 40356	Griffin Wendt (859) 221-1552	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/20/2014		✓
258	Dallas, TX - Uptown	3700 McKinney Avenue, Suite 130	Dallas	Texas	PB UPTOWN, LLC	7035 Orchid Lane, Dallas, TX 75230	Elizabeth Slough (214) 361-2882	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/27/2014		
259	Pleasanton, CA	6750 Bernal Avenue, Suite 730	Pleasanton	California	PB Studios LLC	6750 Bernal Avenue, #730, Pleasanton, CA 94566	Adrienne Richmond (530) 965-0611	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/25/2014		✓
260	Burlington, VT	150 Dorset Street South	Burlington	Vermont	PB Burlington, LLC	83 Tracy Drive, Burlington VT, 05408	Anna-Bridgette Shorten (330) 618-1586	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/8/2014		✓
261	Doylestown, PA	1745 South Easton Road	Doylestown	Pennsylvania	Tradewinds Capital, LLC	4503 Everview Drive, Doylestown, Pennsylvania 18902	Michele Hartung (267) 935-925	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/19/2014		✓
262	El Paso, TX	5610 North Desert Boulevard	El Paso	Texas	PB EP, LLC	877 Forest Willow Circle, El Paso, TX 79922	Joey D'Adarno-Hass (609) 638-2345	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/20/2014		✓
263	Portland, OR - Pearl District	1124 NW 13th Street	Portland	Oregon	PDX Wolfpack, LLc	520 SW Yamhill, Suite 212, Portland, OR 97204	Richard Bourland (808) 264-6933	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/22/2014		✓
264	Fort Mill, SC	734 Stockbridge Drive	Fort Mill	South Carolina	LTBSC, LLC	100 N Tryon Street, 42nd Floor, Charlotte, NC 28202	Jane E. Robinson - Jones (864) 266-8684	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/24/2014		✓
265	Pensacola, FL	6 S Palafox Place	Pensacola	Florida	PB Pensacola, LLC	741 Forgotten Creek Lane, Pensacola, FL 32514	Catalina J Soto-Aguilar (251) 635-9149	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/24/2014		✓
266	Los Angeles, CA - Downtown	740 South Olive Street, Suite 106	Los Angeles	California	K Tini, LLC	1330 California Avenue #303, Santa Monica CA, 90403	Katelin Thompson (310) 923-0496	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/27/2013		✓
267	Vancouver, WA - Grand Central	2410 Columbia House Boulevard, Suite 102	Vancouver	Washington	VanderHouwen Fitness, LLC	24320 NE 132nd Circle, Brush Prairie, WA 98606	Cynthia Vanderhouwen (503) 789-6219	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/28/2014		✓
268	Whitefish Bay, WI	418 East Silver Spring Drive	Whitefish Bay	Wisconsin	JHS Holdings, LLC	2217 E. Ivanhoe Place, Milwaukee, WI 53202	Jess H Stark (414) 870-3771	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	10/8/2014		✓
269	Greenville, NC	420 East Arlington Boulevard, Unit J	Greenville	North Carolina	LTB Greenville LLC	500 Cottonport Drive, Grimesland, NC 27837	Jennifer Robinson (801) 502-9146	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/29/2014		✓
270	Addison, TX	5000 Belt Line Road, Suite 200	Dallas	Texas	Giselle Gafford	11272 Russwood Circle, Dallas TX 75229	Giselle Gafford (469) 323-7353	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/5/2014		
271	San Clemente, CA	1041 Avenida Pico, Suite A	San Clemente	California	PB San Clemente, LLC	21731 Rushford Drive, Lake Forrest, CA 92630	Erica McGinley (650) 533-1770	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/17/2014		✓
272	Brooklyn, NY - Park Slope	178 5th Avenue	Brooklyn	New York	Studio TS, LLC	178 5th Avenue, Brooklyn, NY 11217	Tiffany Currid (850) 502-0100	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/22/2014		✓
273	Estero, FL	21740 South Tamiami Trail, Suite 113	Estero	Florida	PB Estero, LLC	7755 Ionio Court, Naples, FL 34114	Jessie Stevens (720) 854-9053	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/5/2014		✓
274	Bradenton, FL	6745 Manatee Avenue West	Bradenton	Florida	Bradenton Barre, LLC	2828 S. Tamiami Trail, Sarasota, FL 34239	Eleanor McComb (941) 323-6111	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/14/2014		✓
275	Berkeley, CA	2055 Center Street, Suite C	Berkeley	California	PB Berkeley LLC	117 Michele Circle, Novato CA 94947	Alexandra Tartour (415) 497-7633	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/25/2014		✓
276	Short Hills, NJ	255 Millburn Avenue	Millburn	New Jersey	M Two Fitness, LLC	175 Helen Street, Fanwood, NJ 07023	Molly D'Allesio (908) 938-0449	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/3/2014		
277	Nashville, TN - White Bridge	21 White Bridge Road, Suite 210	Nashville	Tennessee	Modecktn, LLC	2207 Crestmoor Road, Suite 203; Nashville, TN 37215	Kathryn Decker (615) 504-6520	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/30/2014		✓
278	Jacksonville, FL - San Marco	1988 San Marco Boulevard	Jacksonville	Florida	The Koster Group, Inc.	3612 Eastbury Drive, Jacksonville, FL 32224	Victoria Koster (205) 401-2960	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/18/2014		

279	Fort Myers, FL	7381 College Parkway, Suite 100	Fort Myers	Florida	PB RSW, LLC	5516 Montilla Drive, Fort Myers, FL 33919	Jennifer Hissam (239) 560-8023	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/28/2014		✓
280	Youngstown, OH	1393 Boardman-Canfield Road, Suite J	Boardman	Ohio	Starry Night by Sela, LLC	7432 Christopher Drive, Poland OH, 44514	Beth Klingensmith Karzmer and Jonah Karzmer (330) 518-8187	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/22/2014		
281	Charleston, SC - West Ashley	1300 Savannah Highway, Suite 5	Charleston	South Carolina	PB West Ashley LLC	1054 Anna Knapp Blvd, Unit 4G, Mount Pleasant, SC 29464	Jennifer Vannatta (843) 725-8546	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/24/2014		✓
282	Nashua, NH	112 Spit Brook Road	Nashua	New Hampshire	KBOSS, LLC	10 Viau Road, Windham, NH 03087	Adrienne Boss (780) 881-6107	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/1/2014		
283	Maui, HI-Kahului	70E Kaahumanu Avenue	Kahului	Hawaii	PB Studios Hawaii, LLC	P.O. Box 171, Paauilo, HI 96776	Kris Batalona Thomas (808) 989-8414	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/24/2013		✓
284	Clearwater, FL	2524A North McCullen Booth Road	Clearwater	Florida	Lauren McComb; Elle McComb	1124 North Lake Shore Drive, Sarasota FL, 34231	Elle McComb (941) 323-6111	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/25/2014		✓
285	Augusta, GA	2907 Washington Road	Augusta	Georgia	Jill Kraft	811 Stevens Creek Road, Augusta GA, 30907	Jill Kraft (480) 321-6500	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	1/31/2014		✓
286	Tallahassee, FL - North	3425 Thomasville Road, Suite 8	Tallahassee	Florida	Connie Popwell	1075 Baxter St., Unit A303, Athens, GA 30606	Connie Popwell (901) 356-7316	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/19/2014		
287	Weston, FL	4575 Weston Road	Davie	Florida	PBJ Weston, LLC	2505 Eagle Run Drive, Weston FL, 33327	Nicole Anders (954) 612-9579	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/22/2014		✓
288	Atlanta, GA-Decatur	2951 North Druid Hills Road	Atlanta	Georgia	GG Decatur, LLC	1402 North Highland Avenue, Atlanta, GA 30306	Katy Bayless (803) 331-9099	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	7/22/2014		✓
289	New Providence, NJ	1260 Springfield Avenue, Suite 9	New Providence	New Jersey	Wellness Essentials, Limited Liability Company	114 Ashwood Avenue, Summit, NJ 07901	LaRonda Gumm (908) 273-0730	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/28/2014		
290	North Hollywood, CA	4929 Lankershim Boulevard, Suite D	North Hollywood	California	Brittany Egbert LLC	6261 Surfpoint Circle, Huntington Beach, CA 92648	Brittany Egbert (714) 277-6093	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/9/2014		✓
291	Eagle, ID	6700 North Linder Rd. #174	Meridian	Idaho	Bucci Barre, LLC	1393 W. Villa Norte, Boise ID 83702	Lorain Gibson Banducci (208) 250-8666	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/9/2014		
292	Denville, NJ	20 West Main St	Denville	New Jersey	Healthy Investments LLC	2 Oakwood Court, Morris Plains NJ, 07950	Elizabeth Billmeier (732) 995-4083	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/23/2014		✓
293	New York, NY - Upper West Side	412 Columbus Ave.	New York	New York	PB TURNING POINT LLC	5713 Rockhill Road, Forth Worth, TX 76112	Margo McCann (817) 721-8966	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/14/2014		
294	Cincinnati, OH-Kenwood	8154 Montgomery Rd #102	Cincinnati	Ohio	The Ranieri Grou, LLC	2517 Pascoli Place, Lexington, TN 40509	Lea Ranier-Warner 859 221 8487	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/12/2014		
295	Denton, TX	1400 Loop 288 S Suite 116	Denton	Texas	LTB Guhn Enterprises LLC	1312 Wildflower Lane, Flower Mound, TX 75028	Rita Guhn (214) 914-2934	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/5/2014		
296	North Scottsdale, AZ	7000 East Mayo Blvd. #3	Phoenix	Arizona	Weyand Enterprises, LLC	8311 E. Via De Ventura, Scottsdale, AZ 85258	Veronica L Weyand (989) 239-9048	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/18/2014		✓

Schedule 9.27(a)
Dated: June 10, 2015

	Location	Street	City	State	Franchisee Entity Name	Franchisee entity address	Franchisee Phone(s)	Royalty Rate on Services Sales	Royalty Rate on Product Sales	Ad Fee Rate	Minimum Monthly Royalty	Minimum Cumulative Royalties	Franchise Agreement ("FA") Sign Date	Renewal Date (if not 5 Years after FA Sign Date)	Signed Amendment
297	New York, NY - Upper East Side	141 East 88th Street	New York	New York	PB UPPER EAST SIDE, LLC	78 Fifth avenue, 4th floor, New York, NY 10011	Kaitlin T. Vandura (704) 651-9381	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/13/2014		✓
298	Washington, DC - Cathedral Commons	3308 Wisconsin Avenue NW	Washington	DC	PB Cathedral LLC	2033 Huidekoper Place NW, Washington, DC 20007	Michelle Davidson (239) 269-6095	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/6/2014		✓
299	Del Mar, CA	5965 Village Haven Trail #202	San Diego	California	Mandofit LLC	76181 Shawnee Circle, Indian Wells CA, 92210	Amanda Eisenhart (760) 625-2535	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/14/2014		
300	Birmingham, MI	--------- *No Lease, Signed Franchise Agreement* ---------			Bedford-Weywand, LLC	5140 State Street, Suite 200, Saginaw, MI 48603	Allison Weyand (989) 992-0840	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	1/15/2015		
301	New York City, NY-Financial District	80 Pine Street	New York	New York	Surrey PB, LLC	40 Fulton Street, 6th Floor, New York, NY 10038	Edward Silvera (732) 740-3415	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/29/2014		✓
302	Reston, VA	12975 Highland Crossing Dr.	Herndon	Virginia	PB Fairfax, LLC	4201 Ridge Top Road, Fairfax, VA 22030	Ashleigh Brooke Sides (704) 796-2982	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/3/2014		✓
303	Murrysville, PA	203 Blue Spruce Way	Murrysville	Pennsylvania	6 Dogs, LLC	5544 Darlington Road, Pittsburgh, PA 15217	Lisa Acquaviva (412) 551 2373	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	2/6/2015		
304	Brooklyn, NY- Green Point	225 Franklin St.	Brooklyn	New York	Portside Group, LLC	204 Wythe Avenue, Brooklyn, NY 11249	Rebecca McCarthy (303) 961-4502	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/14/2014		✓
305	Coppell, TX	230 North Denton Tap Rd. #106a	Coppell	Texas	Minimal Movement, LLC	301 Eastland Drive, Lewisville TX 75056	Karen M Rector (214) 435-1974	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/11/2015		
306	Tustin, CA	17245 17th Street	Tustin	California	Christan Schiefelbein	107 Preakness Drive, Placentia, CA 92870	Christan Schiefelbein (714) 293-5949	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	1/9/2014		✓
307	Pittsburgh, PA-Fox Chapel	1121 Freeport Rd.	Pittsburgh	Pennsylvania	DSP Fitness LLC	1336 James Street, Pittsburgh, PA 15212	Danielle Scott Petrina (724) 322-4152	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/17/2014		
308	Olive Branch, MS	5338 Goodman Road, Suite #TBD	Olive Branch	Mississippi	Laurenzi & Morgan Olive Branch, LLC	7820 Poplar Avenue, Suite 12, Germantown, TN 38138	Lindsey Laurenzi (901) 484-0705	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/22/2014		✓
309	St. Louis, MO- Central West End	4931 Lindell Blvd. #100	Saint Louis	Missouri	HEJ Fund II, LLC	35 Briarcliff St, St. Louis, MO 63124	Julie Belz (901) 484-1326	7.0%	7.0%	1.0%	$1,000	No less than $15,750 in year 1, $17,500 for the TTM after 18 months, $22,750 in year 2	12/22/2014		✓
310	Malibu, CA	--------- *No Lease, Signed Franchise Agreement* ---------			Pure Malibu, LLC	801 Yale Street, Santa Monica, CA 90403	Cynthia Webb (310) 617-3609	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/6/2014		
311	Chicago, IL- West Loop	1170 West Madison St.	Chicago	Illinois	Warner Hudson Corp.	910 S. Michigan Avenue, #1702, Chicago IL, 60605	Susan Parsons Rothman (859) 948-7777	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	10/8/2014		
312	Cambridge, MA	--------- *No Lease, Signed Franchise Agreement* ---------			Lauren Sherman and Rachel Roberts	1300 Centre Street, Newtown MA, 02459	Rachel Roberts (508) 733-4777	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/31/2014		
313	E. Gilbert, AZ	1854 South Val Vista Dr. #108	Mesa	Arizona	Christine Pacheco	3946 N. Pinnacle Hills Circle, Mesa, AZ 85207	Christine Pacheco (480) 213-6748	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	9/30/2014		
314	New York City, NY- West Village	101 Perry Street	New York	New York	2H Investments, LLC	45 Christopher Street Apt 3F, New York, NY 10014	Katharine Hamlin (610) 420-9767	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/26/2014		
315	The Woodlands, TX II	--------- *No Lease, Signed Franchise Agreement* ---------			Barre Monies LLC	8000 Research Forrest Drive, Suite 123, The Woodlands, TX 773	Heather Sanders (832) 722-7767	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	11/9/2014		
316	Florham Park, NJ	--------- *No Lease, Signed Franchise Agreement* ---------			PB Hoboken, LLC	115 Clinton Street, No.5, Hoboken, NJ 07030	Ashley Resto (201) 787-9109	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	8/29/2014		✓
317	Nashville, TN- The Gulch	--------- *No Lease, Signed Franchise Agreement* ---------			Modecktn, LLC	4209A Lone Oak Rd., Nashville, TN 37215	Sarah Moats (615) 500-4670	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/3/2014		✓
318	Ashburn, VA	Lease signed-Final Street Address TBD	Ashburn	Virginia	L & M Stuidos, LLC	12818 Framingham Court, Herndon VA 20171	Courtney E. Miller (908) 339-7097	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	12/20/2014		
319	Lafayette, LA	4247 Ambassador Caffery Pkway#117	Lafayette	Louisiana	Raferty Domingue, LLC	103 Quinlin Drive, Lafayette, LA 70508	Laura Dominque Rafferty (337) 501-6699	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	1/21/2015		
320	Vienna, VA	218 Maple Avenue West	Vienna	Virginia	PB Vienna LLC	10523 Braddock Road, Suite A, Fairfax, VA 22032	Nicholette Dunleavy (443) 987-8741	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	1/30/2015		
321	Lincoln, NE	2900 Pine Lake Rd	Lincoln	Nebraska	Emma & Brittany, LLC	12925 West Dodge Road, #102, Omaha, NE 68154	Patrick Sodoro (402) 504-9346	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	2/12/2015		
322	Philadelphia, PA- Ardmore	--------- *No Lease, Signed Franchise Agreement* ---------			P.S. Tenacity, LLC	644 N. Valley Forge Road, Devon PA 19333	Laura Sloane (215) 266-9348	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	2/20/2015		
323	McKinney, TX	6840 Virginia Parkway #135	McKinney	Texas	Amanda Kovach	1.. 6 Audrey Way, Allen, TX 75013	Amanda Kovach (832) 928-6174	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/3/2015		
324	Brea, CA	--------- *No Lease, Signed Franchise Agreement* ---------			A&M Fitness, Inc.	7700 E. Misty Glen Court, Anaheim Hills, CA 92808	Michele McCutcheon (949) 735-9980	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/3/2015		
325	Rochester, MI	439 South Main Street	Rochester	Michigan	PB Rochester, LLC	46936 Edgewater Drive, Macomb, MI 48044	Melanie Brown (616) 477-3211	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/3/2015		
326	Minneapolis, MN- Eden Prairie	--------- *No Lease, Signed Franchise Agreement* ---------			M and R Corporation	4605 Wooddale Ave, South Edina MN, 55424	Michele A. Hall (858) 344-7211	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/4/2015		✓
327	St. Louis, MO-Chesterfield	1740 Clarkson Road #7	Chesterfield	Missouri	TBAAB, LLC	504 Belinda Alley Court, Columbia MO 65203	Lauren Matteson (636) 236-4830	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/18/2015		
328	Toronto, ON-The Annex	--------- *No Lease, Signed Franchise Agreement* ---------			Pak Toronto, Inc	1123-B Military Cutoff Road, Wilmington NC, 28405	Ramsey Paige Carper (910) 617-4528	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	3/24/2015		
329	Columbus, GA	--------- *No Lease, Signed Franchise Agreement* ---------			Penny B & ME LLC	481 S. Main Street, Shiloh, GA 31826	William Burns (706) 577-7326	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/8/2015		
330	E. Wichita, KS	1423 N. Webb Road, Suite 119	Wichita	Kansas	Wichita barre LLC	419 N. St. Francis, Wichita, KS 67202	Courtney Somes (970) 471-4150	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/8/2015		
331	Starkville, MS	87 Cotton Mill Drive, Suite 5	Starkville	Mississippi	SGH Enterprises LLC	87 Cotton Mill Drive, Suite 5, Starkville, MS 39759	Sarah Harrelson (662) 574-5611	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/8/2015		
332	Northampton, MA	--------- *No Lease, Signed Franchise Agreement* ---------			Elizabeth Roberts, Kathey Roberts	7 Fox Run Easthampton, MA 01027	Elizabeth Roberts (339) 225-0432	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/14/2015		
333	Hinsdale, IL	--------- *No Lease, Signed Franchise Agreement* ---------			Double A Fitness Hinsdale LLC	558 West Webster Avenue, Unit 202, Chicago, IL 60614	Ashley Paro (630) 965-1175	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/14/2015		
334	Crofton, MD	1153 Maryland 3 #70,	Gambrills	Maryland	Graves Lyate LLC	424 Neale Avenue, Silver Spring, MD 20909	Laura Graves (301) 928-4693	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/15/2015		
335	Littleton, CO	--------- *No Lease, Signed Franchise Agreement* ---------			Bankord Studios, LLC	8568 W. Dartmouth Place, Lakewood, CO 80227	Collette(303)834-0643 & Carson Bankord(303)903-4570	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/27/2015		✓
336	Evansville, IN	--------- *No Lease, Signed Franchise Agreement* ---------			Frame Road Fitness LLC	5311 Frame Road, Newburgh, IN 47630	Jamie Riedford (812) 455-7268	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/28/2015		✓
337	Pinecrest, FL	--------- *No Lease, Signed Franchise Agreement* ---------			Pure Pinecrest AR, LLC	200 South Biscayne Blvd, 6th Floor, Miami, FL 33130	Allison Abreu(978)886-0532 & Ryann Dickinson(305)389-7088	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	4/30/2015		
338	East Montgomery, AL	--------- *No Lease, Signed Franchise Agreement* ---------			PB East, LLC	5009 Moxon Street, Montgomery, AL 36116	Tiffany Bell(334)462-2747 & Katie Lee Lowder(334)322-6248	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/6/2015		
339	Cedar Park, TX	--------- *No Lease, Signed Franchise Agreement* ---------			Barre Dunn, LLC	300 Navigator Drive, Austin, TX 78717	Rebecca Dunn(512) 944-4488	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/11/2015		
340	North Plano, TX	--------- *No Lease, Signed Franchise Agreement* ---------			JPS Stone, LLC	6149 Choctaw Place, Frisco, TX 75034	Jill & Patrick LaMonica (614) 562-1831	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/12/2015		
341	Vancouver, BC-Kitsilano	--------- *No Lease, Signed Franchise Agreement* ---------			Pacific Spirit Movement, Inc.	1275 W 15th, Suite 105, Vancouver, BC V6H1R9	Tanya Schneider(604)314-2433 & Zack Ross(778)385-4505	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/13/2015		

342	Irving, TX	--------- *No Lease, Signed Franchise Agreement* ---------	NBNK Investments, LLC	1032 Saint Francis Lane, Flower Mound, TX 75028	Niki(214)422-1197 & Brian Claeys(214)422-1203	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/14/2015		
343	Belmont, MA	--------- *No Lease, Signed Franchise Agreement* ---------	PB Tuzzolo, LLC	435 Boston Post Rd, Suite 10, Sudbury, MA 01776	Elizabeth Tuzzolo (978) 758-8626	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/18/2015		
344	San Tan Village, AZ	--------- *No Lease, Signed Franchise Agreement* ---------	PB San Tan Village, LLC	4380 S. Rosemary Pl, Chandler, AZ 85248	Nicole Hines (602) 750-5357	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/19/2015		
345	West Cobb, GA	--------- *No Lease, Signed Franchise Agreement* ---------	Purposeful Living, LLC	125 Horseshoe Bend Court, Macon, GA 31211	Natalie Singletary(843)817-2733 & Whitney Berry(770)312-3672	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/26/2015		
346	Henderson, NV	--------- *No Lease, Signed Franchise Agreement* ---------	Raise The Barre, LLC	3700 Christopher Day Road, Doylestown, PA 18902	Cassie O'Neal (702) 686-4097 & Michelle Clinger (908) 295-8745	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/28/2015		
347	Gainesville, FL	--------- *No Lease, Signed Franchise Agreement* ---------	November Enterprises, LLC	701 SW 62nd Blvd, Apt CC-21D, Gainesville, FL 32607	Moana (904) 613-8333 & Marshall Tucker (904) 861-8709	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/29/2015		
348	West Hartford, CT	--------- *No Lease, Signed Franchise Agreement* ---------	SML Studios, LLC	14 Westmont Road, Wethersfield, CT 06109	Stephanie Lin (860)794-7040	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/29/2015		
349	High Point, NC	--------- *No Lease, Signed Franchise Agreement* ---------	PBHP, LLC	1511 Pinehurst Drive, High Point, NC 27262	Melody Emerson (336) 314-0981	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/29/2015		
350	Cypress, TX	--------- *No Lease, Signed Franchise Agreement* ---------	Queen Nefertiti Wellness, Inc	3306 Parkwood Drive, Houston, TX 77021	Tonia Jones (310) 612-8296	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	5/29/2015		
351	Walnut Creek, CA	--------- *No Lease, Signed Franchise Agreement* ---------	Mombo Fitness, LLC	555 Ygnacio Valley Rd,Unit 411, Walnut Creek, CA 94596	Melissa Heinrich (925) 389-0034	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/5/2015		
352	Williamsburg, VA	--------- *No Lease, Signed Franchise Agreement* ---------	C.W. Barre LLC	10610 Merchant Hope Rd,North Prince George, VA 23860	Amy Perkinson (804) 691-2320 & Terri Perkinson (804)691-8285	7.0%	7.0%	1.0%	$1,000	$14,000 over rolling 12 months	6/5/2015		

*Denotes a potential discrepancy regarding the definition of the Franchisee's exclusive territory (refer to the Franchise Agreement file for further details).

The Company has not conceded, and does not concede, that the Franchise Agreements have been amended in that respect but recognizes that the Franchisees under those agreements might assert otherwise.

The Franchise Agreements identified in #328 to #350 (inclusive) on the above list were executed during the period from March 19, 2015 until June 1, 2015. This is the period after a nonbinding letter of intent was executed regarding a potential change in ownership of the Pure Barre franchisor, but possibly prior to the franchisee receiving an amended FDD that described the change in ownership of Franchisor or its parents following the transaction that closed on May 1, 2015. These Franchise Agreements may be subject claims, whether valid or invalid, justified or not, regarding compliance with franchise disclosure rules in connection with the disclosure of the potential change in ownership

(b) CycleBar Area Representative Agreements have been signed with the following parties:

Agreement	**Franchisor**	**Area Rep.**	**Eff. Date**	**Address of Area Representative**	**Territory**	**No. of franchises in Territory***
CycleBar Area Representative Agreement	CBF. LLC	CB-AR, LLC	6/15/17	135 E. Martin St. Suite 201 Raleigh, NC 27601	Dallas, TX Fort Worth, TX Arlington, TX	1
CycleBar Area Representative Agreement	CBF. LLC	CB-AR, LLC	6/15/17	135 E. Martin St. Suite 201 Raleigh, NC 27601	Atlanta, GA Sandy Springs, GA Roswell, GA	1
CycleBar Area Representative Agreement	CBF. LLC	CB-AR, LLC	6/15/17	135 E. Martin St. Suite 201 Raleigh, NC 27601	Seattle, WA Tacoma, WA Bellevue, WA	1
CycleBar Area Representative Agreement	CBF. LLC	CB-AR, LLC	6/15/17	135 E. Martin St. Suite 201 Raleigh, NC 27601	Charlotte, NC Concorde, NC Gastonia, NC	1
CycleBar Area Representative Agreement	CBF. LLC	CB-AR, LLC	6/15/17	135 E. Martin St. Suite 201 Raleigh, NC 27601	Raleigh, NC Durham, NC Chapel Hill, NC	1
CycleBar Area Representative Agreement	CBF. LLC	CB-AR, LLC	6/15/17	135 E. Martin St. Suite 201 Raleigh, NC 27601	Richmond, VA Charlottesville, VA	1
CycleBar Area Representative Agreement	CBF. LLC	CB-AR, LLC	6/15/17	135 E. Martin St. Suite 201 Raleigh, NC	Knoxville, TN	1

				27601		
CycleBar Area Representative Agreement	CBF. LLC	CB-AR, LLC	6/15/17	135 E. Martin St. Suite 201 Raleigh, NC 27601	Greensboro, NC Highpoint, NC Winston-Salem, NC	1
CycleBar Area Representative Agreement	CBF. LLC	CB-AR, LLC	6/15/17	135 E. Martin St. Suite 201 Raleigh, NC 27601	Boise, ID	1
CycleBar Area Representative Agreement	CBF. LLC	CB-AR, LLC	6/20/17	135 E. Martin St. Suite 201 Raleigh, NC 27601	Portland, OR Hillsboro, OR Vancouver, WA	1
CycleBar Area Representative Agreement	CBF. LLC	Pedal Launch, LLC		4290 S. Hudson Parkway, Cherry Hills, CO 80113	The State of Colorado	23

*The structure of each Area Representative Agreement listed above requires CB-AR, LLC to maintain, or in the alternative have access to, a CycleBar studio for the purposes of performing those certain services to CycleBar franchisees as outlined in the Area Representative Agreement. There is no minimum number of studios to be developed or maintained in each Territory.

1. Development Agreements have been signed with the below parties:
    a. Development Agreement – 4 Units – Dan Murphy - JCN Corporation dated March 5, 2015
    b. Development Agreement – 3 Units – Joel and Shirelle Vilmenay - Crescent City Cycle, LLC dated March 5, 2015
    c. Development Agreement – 3 Units – Patrick and Anna Walsh - RYR Colorado, LLC dated March 5, 2015
    d. Development Agreement – 3 Units – Marc & Lisa Palmer - Charlotte Cycle, Inc. dated March 25, 2015
    e. Development Agreement – 3 Units – Joe Rothchild - GHM CB, LLC dated April 6, 2015
    f. Development Agreement – 4 Units – David Safai dated April 9, 2015
    g. Development Agreement – 3 Units – Bryan Lively and Anne & Nick Monigold dated April 16, 2015
    h. Development Agreement – 8 Units – A. David Davis & Jacob Davis & John Krumdieck - MdG Partners, LLC dated April 23, 2015
    i. Development Agreement – 3 Units – Tejal Kamdar & Jason Snyder & Meera Kamdar dated April 29, 2015

j. Development Agreement – 3 Units – Joe Cece & MaryLaurie Cece dated May 6, 2015
k. Development Agreement – 3 Units – Brad Spivey & Trish Harrison - H&S Music City Holdings, Inc. dated July 15, 2015
l. Development Agreement – 3 Units – Jeff Wayne - CB Michigan, LLC dated July 15, 2015
m. Development Agreement – 4 Units – Torsten Schermer & Bob Lee & Catherine Lee - ScherLeeUBike, LLC dated August 6, 2015
n. Development Agreement – 3 Units – Don Dasher & Lisa Hazen - Dog's Breath Inn, Inc. dated September 10, 2015
o. Development Agreement – 3 Units – Ekpedme Udoh & Brandon Grier - LGR LIFESTYLE, LLC dated September 18, 2015
p. Development Agreement – 3 Units – Patty Harte dated October 9, 2015
q. Development Agreement – 3 Units – Lee Oesterling & Kirsten Rickers - Atlanta Cycle Studios, LLC dated October 19, 2015
r. Development Agreement – 10 Units – Joseph Bouhadana & Moshe Klainbaum & Dan Schachtel & Michael Shalom - SFL Cycle, LLC dated September 11, 2015
s. Development Agreement – 3 Units – John Fleming & Barbara Fleming - Corones, Inc. dated November 27, 2015
t. Development Agreement – 3 Units – Lee Williams & Christine Williams dated December 8, 2015
u. Development Agreement – 4 Units – J. Scott McBride & Chris Sommer - HighRev Lifestyle, Inc. & McBride-5 Enterprise, LLC dated January 8, 2016 Development Agreement – 3 Units – Fred Ryser & Katie Ryser - PACKWOLF, LLC dated January 18, 2016
v. Development Agreement – 2 Units – Hayley Killam dated March 9, 2016
w. Development Agreement – 3 Units – Paul Schnapp & Anita Schnapp - Schnapp Enterprises, Inc. dated March 31, 2016
x. Development Agreement – 3 Units – Mike Harris dated April 8, 2016
y. Development Agreement – 3 Units – Kathleen Boss dated April 13, 2016
z. Development Agreement – 4 Units – John Janszen & Michael Olander – JCM Kentucky Cycle, LLC dated April 6, 2016
aa. Development Agreement – 12 Units – Bill McComb & Peter Wolf – CICLO Management, LLC dated April 29, 2015
bb. Development Agreement – 2 Units – Dione & Tom Bailey dated November 24, 2015
cc. Development Agreement – 3 Units – David Busker & David Batschelett – DB2 Fitness One, LLC dated April 18, 2016
dd. Development Agreement – 4 Units – Ryan & Dennis Hardiman – Granny Gear Management, LLC dated August 31, 2016
ee. Development Agreement – 3 Units – David Pelsue – DWP Enterprises, LLC dated October 7, 2016
ff. Development Agreement – 3 Units – Mark Van Kirk dated November 3, 2016
gg. Development Agreement – 3 Units – John & Becky Wick – Wicked Spinning, LLC dated March 1, 2017

hh. Development Agreement – 3 Units – Tony Virella dated March 9, 2017
ii. Development Agreement – 4 Units – Saul & Lisa Locker dated March 10, 2017
jj. Development Agreement – 3 Units – Loma & Bassam Ammar dated April 11, 2017
kk. Development Agreement – 2 Units – Marty & Craig Coffey dated May 17, 2017
ll. Development Agreement – 3 Units – Patrick Hickey dated May 31, 2017
mm. Development Agreement – 3 Units – April Amory & Kevin Grubb dated August 31, 2017
nn. Development Agreement – 3 Units – Jay Smith & Rod King dated October 31, 2017
oo. Development Agreement - 3 Units Joseph E. McGuire – dated 03-08-2018
pp. Development Agreement - 3 Units - Raymond J. Wicks and Joanne Diaz dated 05-01-2018
qq. Development Agreement - 3 Units - Tracy A. Young and Daryl G. Young dated 05-25-2018

CBF has entered into the following Development Agreements since December 31, 2016:

1) Development Agreement - CBF - Wicked Spinning, LLC Eff. 03-01-2017
2) Development Agreement - CBF - Anthony Virella - Socal Spin Group-1, LLC – Eff. 03-09-2017
3) Development Agreement - CBF – Saul & Lisa Locker - Eff. 03-10-2017
4) Development Agreement CBF Canada, ULC – Loma Ammar & Bobby Ammar - Maverick Fitness Corp. – Eff. 04-11 - 2017
5) Development Agreement - CBF – Patrick Hickey – Eff. 05-31-2017
6) Development Agreement - CBF – April Amory & Kevin Grubb – Eff. 08-31-2017
7) Development Agreement – CBF – Jay Smith & Rod King – Eff. 10-31-2017
8) Development Agreement - CBF - Joseph E. McGuire – Eff. 03-08-2018
9) Development Agreement - CBF - Raymond J. Wicks and Joanne Diaz - Eff.05-01-2018
10) Development Agreement - CBF - Tracy A. Young and Daryl G. Young - Eff. 05-25-2018

2. Master Franchise Agreements have been signed with the following parties:
   a. Master Franchise Agreement – 5 Units – Jeet Khanchandani – JSK Fitness, L.L.C. dated August 22, 2016
   b. Master Franchise Agreement – 30 Units – Oliver Chipp – Elan Fitness Ltd. dated March 2, 2017

3. CBF Franchise Agreements and Development Agreements have been amended, modified, accelerated, cancelled, or terminated since December 31, 2016 as follows

1) CycleBar Termination Letter- Patrick Hickey (05-17-2018)
2) CycleBar Guarantor Release- Kathryn Maguire (eff. 04-13-2018)
3) CycleBar and Anthony Bonidy- Resale Assistance Agreement (ex. 04-11-2018)
4) CycleBar and Scott Openshaw- Opening Deadline Amendment (ex. 04-04-2018)
5) CycleBar and Sharon Elizabeth- Resale Assistance Agreement (ex. 04-03-2018)
6) CycleBar and Amy Snow- Resale Assistance Agreement (ex. 03-30-2018)
7) CycleBar and 313 Fitness- Resale Assistance Agreement (ex. 03-29-2018)
8) CycleBar and CB-AR APA eff. 03-21-2018
9) Interim Studio Operations Agreement _CBF_M.D. Dolenc Enterprise_Eff. 7/27/17
10) Territory Swap Amendment - CBF_M.D. Dolenc Enterprise_Eff. 12/2/15
11) Development Agreement Amendment - CBF_RYR Colorado_Eff. 3/8/17
12) Resale Agreement - CBF_GHM_Eff. 3/16/17
13) Interim Studio Operations Agreement Renewal - CBF_Finition Inc._Eff. 4/25/17
14) Studio A/V Modification Agreement - CBF_Cycle Syndicate_Eff. 1/25/17
15) Transfer and Assignment Control (change of ownership transfer)- CBF_CICLO 3_Josabella_Eff. 7/10/17 (transferring CycleBar Winter Park to Matthew and Lauren Steinberg)
16) Transfer and Assignment Non-control transfer (entity transfer) - CBF_M.Schneider_CB Westend_Eff. 1/10/17
17) Interim Studio Operations Agreement - CBF_Simjah Inc._Eff. 1/3/17
18) Transfer and Assignment Control (change of ownership transfer)- CBF_Simjah Inc._CB-DO, LLC_Eff. 7/16/17 (transfer to Olander)
19) Termination Agreement - CBF_CB Raleigh_Eff. 4/3/17
20) Transfer and Assignment Control (change of ownership transfer)- CBF_CB Raleigh_CBBrier, LLC_Eff. 4/3/17 (transfer to Olander)
21) Construction Modification Agreement - CBF_7Knots_Eff. 5/3/17
22) Territory Swap Amendment (2) - CBF_CB Michigan_Eff. 6/27/17
23) Studio A/V Modification Agreement - CBF_Philly Cycle Inc._Eff. 5/19/17
24) Studio A/V Modification Agreement - CBF_Sloboda Inc._Eff. 1/31/17
25) Studio A/V Modification Agreement - CBF_K&K Cycling_Eff. 4/10/17
26) Studio A/V Modification Agreement - CBF_LiquiD RVA_Eff. 3/14/17
27) Opening Deadline Extension and Release (2) - CBF_D.Dasher & L.Hazen_Eff. 3/12/17
28) Termination Agreement - CBF_LGR LIFESTYLE_Eff. 1/31/17
29) Transfer and Assignment Control (change of ownership transfer)- CBF_K.Hoss & F.Clark_L.Lewis_Eff. 8/7/17 (transfer to Lisa Lewis)

30) Opening Deadline Extension and Release (4) - CBF_JMT Fitness Hillcrest_Eff. 1/20/17
31) Studio A/V Modification Agreement - CBF_Fit Endeavors I_Eff. 6/12/17
32) Studio A/V Modification Agreement - CBF_JM Cycle_Eff. 2/22/17
33) Termination Agreement - CBF_C.Goutal & C.Galle_Eff. 5/8/17
34) Site Acquisition Extension and Release - CBF_TDW Properties_Eff. 7/14/17
35) Resale Agreement - CBF_Next Level Cycling_Eff. 6/5/17
36) Resale Agreement - CBF_A.Rath & R.Rath_Eff. 1/27/17
37) Transfer and Assignment Non-control (entity transfer)- CBF_R.Korabik & E.Korabik_HTC Wellness_Eff. 3/20/17
38) Studio A/V Modification Agreement - CBF-Dev-Pro_Eff. 2/28/17
39) Transfer and Assignment Control (change of ownership transfer)- CBF_HighRev Lifestyle_HighRev Lifestyle2_Eff. 2/16/17 (transfer to new entity)
40) Termination Agreement - CBF_DalKor_Eff. 1/20/17
41) Opening Deadline Extension and Release - CBF_Fit Investments_Eff. 1/5/17
42) Opening Deadline Extension and Release - CBF_Schnapp Enterprises_Eff. 1/5/17
43) Studio A/V Modification Agreement - CBF_Schnapp Enterprises_Eff. 7/27/17
44) Opening Deadline Extension and Release - CBF_RockStrong Texas_Eff. 2/23/17
45) Studio A/V Modification Agreement - CBF_RockStrong Texas_Eff. 5/10/17
46) Opening Deadline Extension and Release - CBF_M.Harris_Eff. 2/28/17
47) Opening Deadline Extension and Release - CBF_A.Telford_Eff. 2/22/17
48) Studio A/V Modification Agreement - CBF_A.Telford_Eff. 3/3/17
49) Studio A/V Modification Agreement - CBF_JCM Kentucky Cycle_Eff. 3/3/17
50) Opening Deadline Extension and Release - CBF_K.Boss_Eff. 3/1/17
51) Opening Deadline Extension and Release - CBF_DB2 Fitness One_Eff. 2/22/17
52) Termination Agreement - CBF_D.Conway_Eff. 1/20/17
53) Opening Deadline Extension and Release - CBF_N.Fennell & C.Shill_Eff. 2/28/17
54) Opening Deadline Extension and Release - CBF_S.Zubrzycki & Jane Zubrzycki_Eff. 2/23/17
55) Transfer and Assignment Non-control transfer (entity transfer) - CBF_S.Zubrzycki & Jane Zubrzycki_Cycle Revolution Inc._Eff. 3/7/17
56) Opening Deadline Extension and Release - CBF_G.Venbrux & N.Venbrux_Eff. 2/23/17
57) Transfer and Assignment Non-control transfer (entity transfer) - CBF_C.Yates_Elevate Partners_Eff. 2/14/17
58) Opening Deadline Extension and Release - CBF_Elevate Partners_Eff. 2/23/17
59) Opening Deadline Extension and Release - CBF_Cycle City_Eff. 2/22/17
60) Opening Deadline Extension and Release - CBF_Off Islander_Eff. 2/23/17

61) Termination Agreement Extension - CBF_L.Smith-Emeri & B.Emeri_Eff. 6/5/17
62) Opening Deadline Extension and Release - CBF_T.D.Douglas_Eff. 2/22/17
63) Transfer and Assignment Non-control transfer (entity transfer)- CBF_T.D.Douglas_Cycle WS_Eff. 5/24/17
64) Opening Deadline Extension and Release - CBF_Echappe_Eff. 3/14/17
65) Opening Deadline Extension and Release - CBF_Spinenergy_Eff. 3/10/17
66) Termination Agreement - CBF_C.Gentry & C.Gentry & K.Wison-Torres_Eff. 8/14/17
67) Opening Deadline Extension and Release - CBF_L.Barela & G.Barela & J.Thornton_Eff. 3/23/17
68) Opening Deadline Extension and Release - CBF_J.Lundberg & E.Lundberg_Eff. 3/9/17
69) Site Acquisition Extension and Release - CBF_S.McCaulley & J.Lanigan_Eff. 1/10/17
70) Opening Deadline Extension and Release - CBF_C.Powell_Eff. 6/22/17
71) Opening Deadline Extension and Release - CBF_The Sharda Group_Eff. 5/24/17
72) Opening Deadline Extension and Release - CBF_MAGM Fitness_Eff. 8/14/17
73) Studio A/V Modification Agreement - CBF_MAGM Fitness_Eff. 5/15/17
74) Termination Agreement - CBF_B.Crell & E.Crell_Eff. 1/25/17
75) Site Acquisition Extension and Release - CBF_J.DiChiaro & K.DiChiaro_Eff. 1/10/17
76) Opening Deadline Extension and Release - CBF_J.DiChiaro & K.DiChiaro_Eff. 8/8/17
77) Transfer and Assignment Non-control transfer (entity transfer)- CBF_D.Bland_Positive Spin, LLC_Eff. 1/17/17
78) Site Acquisition Extension and Release - CBF_D.Bland_Eff. 1/5/17
79) Opening Deadline Extension and Release - CBF_Positive Spin_8/7/17
80) Transfer and Assignment Non-control transfer (entity transfer)- CBF_S.Sklar-Mulcahy_On Your Left Side_Eff. 6/26/17
81) Site Acquisition Extension and Release - CBF_KaiNir_Eff. 1/10/17
82) Opening Deadline Extension and Release - CBF_KaiNir_Eff. 8/8/17
83) Transfer and Assignment Non-control transfer (entity transfer)- CBF_R.Giese & L.Sumner_Ideal Cadence_Eff. 3/9/17
84) Site Acquisition Extension and Release - CBF_R.Giese & L.Sumner_Eff. 2/22/17
85) Site Acquisition Extension and Release - CBF_DWP Enterprises_Eff. 2/27/17
86) Site Acquisition Extension and Release - CBF_Hatfield Spinco_Eff. 3/1/17
87) Opening Deadline Extension and Release - CBF_Hatfield Spinco_Eff. 8/16/17
88) Site Acquisition Extension and Release - CBF_K&K FIT 4 LIFE_Eff. 2/28/17
89) Site Acquisition Extension and Release - CBF_M.Van Kirk_Eff. 3/8/17
90) Site Acquisition Extension and Release - CBF_Challenger 728_Eff. 2/23/17
91) Site Acquisition Extension and Release - CBF_MNM VENTURES_Eff. 3/6/17
92) Site Acquisition Extension and Release - CBF_A.Smith & N.Smith_Eff. 2/28/17

93) Site Acquisition Extension and Release - CBF_Desert Ventures CB1_Eff. 3/12/17
94) Site Acquisition Extension and Release - CBF_I&C Cycle_Eff. 3/15/17
95) Site Acquisition Extension and Release - CBF_L.Aquino_Eff. 5/23/17
96) Transfer and Assignment Non-control transfer (entity transfer)- CBF_K.Anderson & E.Anderson_Lucky4_Eff. 8/1/17
97) Site Acquisition Extension and Release - CBF_K.Anderson & E.Anderson_Eff. 5/24/17
98) Site Acquisition Extension and Release - CBF_S.Stelmach_Eff. 6/5/17
99) Site Acquisition Extension and Release - CBF_A.Virella_Eff. 8/7/17
100) Transfer and Assignment Non-control transfer (entity transfer)- CBF_A.Virella_Socal Spin Group-1_Eff. 8/7/17
101) Site Acquisition Extension and Release - CBF_S.Locker & L.Locker_Eff. 8/2/17
102) Site Acquisition Extension and Release - CBF_ Mind Body Innovations_Eff. 8/7/17
103) Site Acquisition Extension and Release - CBF_Marshall CB_Eff. 8/2/17
104) Transfer and Assignment Non-control transfer (entity transfer)- CBF_T.Lotzer & J.Lotzer_Spinsation_Eff. 6/6/17
105) Site Acquisition Extension and Release - CBF_Horology New_Eff. 8/10/17
106) Site Acquisition Extension and Release - CBCanadaF_Maverick Fitness Corp._Eff. 8/12/17
107) Site Acquisition Extension and Release - CBF_I.Pross & L.Pross_Eff. 8/14/17
108) Site Acquisition Extension and Release - CBF_E.Schiller_Eff. 8/8/17
109) Site Acquisition Extension and Release - CBF_H.Pool & K.Boynton_Eff 8/15/17
110) Site Acquisition Extension and Release - CBF_ALWAYS4WARD_Eff. 8/16/17
111) Transfer and Assignment Non-control transfer (entity transfer)- CBF_ M.Coffey_Coffey Bar_Eff. 7/16/17
112) Site Acquisition Extension and Release - CBF_Coffey Bar_Eff. 8/16/17
113) Transfer and Assignment Non-control transfer (entity transfer)- CBF_J.Bass_J Bass Inc._Eff. 7/10/17
114) Site Acquisition Extension and Release - CBF_J Bass Inc._Eff. 8/21/17
115) Site Acquisition Extension and Release - CBF_C.Straughan & K.Droby_Eff. 8/16/17
116) Transfer and Assignment Control (change of ownership transfer)-CBF_K.Hoss & F.Clark_It's Cyclical_Eff. 8/7/17 (transfer of FA from Kim Hoss and Frances Clark to Lisa Lewis)
117) Studio A/V Modification Agreement - CBF_Heather Sommers, LLC_Eff. 4/10/17
118) Studio A/V Modification Agreement - CBF_Alpha Team Holdings LLC_Eff. 4/24/17
119) Studio A/V Modification Agreement - CBF_CB3 LLC_Eff. 5/30/17
120) Studio A/V Modification Agreement - CBF_Ohana Fitness, Inc._Eff. 9/7/17
121) Studio A/V Modification Agreement - CBF_Kraken Cycleworks, LLC_Eff. 9/11/17
122) Studio A/V Modification Agreement - CBF_Positive Spin, LLC_Eff. 9/13/17

123) Transfer and Assignment Control (change of ownership transfer)- CBF_Patricia Harte to Peak Cycle Holdings_Eff. 10/13/17 (transfer to new entity)
124) Termination Agreement- Wicked Spinning Eff. 10/18/2017
125) Opening Deadline Extension and Release - CBF_Desert Ventures CBI_Eff. 10/16/17
126) Opening Deadline Extension and Release - CBF_Challenger 728, LLC Eff. 10/16/17
127) Opening Deadline Extension and Release - CBF_Laura Aquino Eff. 10/16/17
128) Site Acquisition Extension and Release - CBF_Velo Fitness LLC Eff. 10/30/17
129) Transfer and Assignment Non-control transfer (entity transfer)- CBF_ K. Boss & S. Pineault to Novaturient_Eff. 10/30/17
130) Studio A/V Modification Agreement - CBF_Dev-Pro, LLC_Eff. 10/30/17
131) Termination Agreement - CBF_Eminence 3 Holdings_Eff. 10/30/17
132) Opening Deadline Extension and Release - CBF_I & C Cycle, LLC Eff. 10/31/17
133) Opening Deadline Extension and Release - CBF_VK2, LLC Eff. 11/3/17
134) Site Acquisition Extension and Release - CBF_ Minty, Minesh, Davesh Patel Eff. 11/3/17
135) Site Acquisition Extension and Release - CBF_ Breathe Fitness, LLC Eff. 11/3/17
136) Opening Deadline Extension and Release - CBF_K. & E. Anderson Eff. 11/3/17
137) Resale Assistance Agreement – Holm Family Holdings_Eff. 11/13/17
138) Resale Assistance Agreement – Next Level Cycling_Eff. 11/13/17
139) Interim Studio Operations Agreement - CBF_MD Dolenc._Eff. 11/15/17
140) Studio A/V Modification Agreement - CBF_ MdG Seville, LLC_Eff. 11/15/17
141) Termination Agreement - CBF_S. & J. Jonietz Eff. 11/17/17
142) Transfer and Assignment Control (change of ownership transfer)- CBF_Eminence3 Holdings, LLC to CBBrier, LLC_Eff. 11/20/17 (transfer to new entity)
143) Transfer and Assignment Non-control transfer (entity transfer)- CBF_ Avante-garde Fitness to AG3_Eff. 11/22/17
144) Studio A/V Modification Agreement - CBF_ Zellman_Eff. 12/1/17
145) Transfer and Assignment Control (change of ownership transfer)- CBF_DCL Fitness, Inc. to JCM Kentucky Cycle, LLC_Eff. 12/15/17 (transfer to new entity)
146) Termination Agreement - CBF_Smith-Emeri Eff. 12/15/17
147) Studio A/V Modification Agreement - CBF_ JCM Kentucky, LLC_Eff. 12/15/17
148) Transfer and Assignment Control (change of ownership transfer)- CBF_Deep Enterprises Eff. 12/18/17 (added new owner-Bernstein)
149) Studio A/V Modification Agreement – CBF Spinergy_Eff. 1/3/18

150) Studio A/V Modification Agreement – CBF Benson_Eff. 1/4/18
151) Transfer and Assignment Non-control transfer (entity transfer)- CBF_ Williams to LJW74, Inc._Eff. 1/19/18
152) Transfer and Assignment Control (change of ownership transfer)- CBF_ RYR Colorado to Locker Fit Lifestyle DTC Eff. 2/2/18 (transfer to new entity)
153) Transfer and Assignment Control (change of ownership transfer)- CBF_ RYR Colorado to Locker Fit Lifestyle LoHi Eff. 2/2/18 (transfer to new entity)
154) Termination Agreement - CBF_N. & A. Smith Eff. 2/22/18

(c)

Area Development Agreement (ADA Summary) - excluding terminations

	As of:	06/18			Franchisee Information								Studio Information						
	Area Name	State	Owner ID	CP License	Last Name	First Name	Franchisee Phone	Franchisee Email	ADA Date	Total # Studios in ADA	Development Fee	# Studios Open (PreSale)	Street	City	State	Zip	Studio Phone	Development Schedule	# Add'l Studios to be Opened
1	Stamford	CT	7001	1297	Ackerman	Scott	917.692.8894	scott.ackerman@clubpilates.com	10/25/16	6	$210,000	2	1063 Boston Post Road	Darien	CT	6880		03/25/17	4
			7001	1299									427 Post Road East	Westport	CT	6880	203-990-1011	01/25/18	
			7001	1298														08/25/17	
			7001	1300														06/25/18	
			7001	1301														11/25/18	
			7001	1302														04/25/19	
2	Manhattan	NY	7002	1392	Acquista	Dominick	Dom: 917.774.2853	dominick.acquista@clubpilates.com	01/31/17	3	$125,000	1	47 Murray Street	New York	NY	10007	646-289-5099	12/04/16	2

			7002	1393														01/31/18	
			7002	1394														07/31/18	
3	Renton	WA	7003	1036	Adams	Nikki	(253) 709-1446	nikki.adams @clubpilates.com; paul.adams @clubpilates.com	12/04/14	4	n/a - pre-acquisition	3	124 4th Ave South	Kent	WA	98032	253. 709. 1446	12/04/16	1
			7003	1180									13382 Newcastle Commons Dr	Newcastle	WA	98059	253-499-2233	12/30/16	
			7003	1035									143 106th Ave NE	Bellevue	WA	98004	253-709-1446	08/17/15	
			7003	1037														12/04/17	
4	South Carolina	SC	7004	1430	Agnoff	Steve & Mindy	910-313-0230	steve.agnoff @clubpilates.com; mindy.agnoff @clubpilates.com	03/08/17	3	$125,000	2	1121-F Military Cutoff Rd.,	Wilmington	NC	28405	910. 408. 2630	09/08/17	1
			7004	1431									1407 Barclay Pointe Blvd, Suite 403	Wilmington	NC	28412	(910) 260-5511	03/08/18	
			7004	1432														09/08/18	
5	Chicago	IL	7008	1303	Asbury	Janet	773. 983. 8165	janet.asbury @clubpilates.com	10/26/16	3	$125,000	2	1849 Green Bay Road, Suite 109	Highland Park	IL	60035	224. 707. 0171	04/26/17	1

			7008	1304									1442 Waukegan Rd.					10/26/17	
			7008	1305														04/26/18	
6	Madison	WI	7014	1329	Baldwin	Nathan & Erica	N: 608. 609. 5152	nathan.baldwin @clubpilates.com; erika.baldwin @clubpilates.com	11/18/16	3	$125,000	2	390 S Grand Ave	Madison	WI	53711	608-855-9132	05/18/18	1
			7014	1330									2623 Monroe St Suite 130	Sun Prairie	WI	53590	608-371-1901	11/18/17	
			7014	1328														05/18/18	
7	Chicago	IL	7014	1383	Baldwin	Nathan & Erica	N: 608. 609. 5152	nathan.baldwin @clubpilates.com; erika.baldwin @clubpilates.com	01/24/17	4	$165,000	2	901 W Madison St.					07/23/17	2
			7014	1384														01/23/18	
			7014	1385														07/23/18	
			7014	1386														01/23/19	
8	New Braunfels	TX	7020	1365	Becker	Lance & Sara	L: 512. 787. 3703	lance.becker @clubpilates.com; sarah.becker @clubpilates.com	12/16/16	4	$165,000	3	1935 W State Hwy 46, Suite 104	New Braunfels	TX	78132	830. 632. 9666	06/16/17	1

			7020	1367									20210 Stone Oak Parkway, Suite 105	San Antonio	TX	78258	866-808-1212	06/16/18	
			7020	1366									3300 East Broad St #130	Mansfield	TX	76063	817-592-2555	12/16/17	
			7020	1649														05/15/18	
9	Simi Valley	CA	7023	1209	Bloore	Ken & Allison	K: 818. 917. 8114	ken.bloore @clubpilates.com; allison.drury @clubpilates.com	08/17/16	3	$125,000	2	2955 Cochran St #B201	Simi Valley	CA	93065	805. 261. 1444	02/19/17	1
			7023	1210									4020 E. Main St. #B-1-2	Ventura	CA	93003	805. 856. 4424	08/19/17	
			7023	1211														02/19/18	
10	Savage	MN	7029	1276	Bounds	Steve & Angela	S: 303. 883. 4605	steve.bounds @clubpilates.com; angela.bounds @clubpilates.com	09/29/16	6	$210,000	3	14010 Highway 13 South	Minneapolis	MN	55378	952. 777. 5905	02/28/17	3
			7029	1277									16106 Pilot Knob Road, Suite 130	Minneapolis	MN	55345	(952) 467-8727	07/29/17	

			7029	1278									17760 MN-7, Minnetonka	Minnetonka	MN	55345	952-777-4440	12/29/17	
			7029	1279														05/29/18	
			7029	1280														10/29/18	
			7029	1281														03/29/19	
11	Plano	TX	7032	1140	Buck	Chris and Nathalie	N: 214.770.5525	nathalie.buck@clubpilates.com; chris.buck@clubpilates.com	04/11/16	3	$125,000	1	6959 Lebanon Road, Ste 121	Frisco	TX	75034	469.701.1252	10/12/16	2
			7032	1141														04/12/17	
			7032	1142														10/12/17	
12	Richmond	VA	7033	1452	Burleigh	Brian	804-402-0353	bryan.burleigh@clubpilates.com	04/10/17	3	$125,000	1	5454 Wyndham Forest Drive	Glen Allen	VA	23059	804-250-5170	10/10/17	2
			7033	1453														04/10/18	
			7033	1454														10/10/18	
13	Highlands Ranch West	CO	7034	1574	Busse	Mary	Mary (760) 801-9416	mary.busse@clubpilates.com	09/17/13	3	n/a - pre-acquisition	3	200 Quebec, Bldg. 500, Unit 109	Denver	CO	80230		02/15/18	-

			7034	1066									2229 Wildcat Reserve Parkway	Highlands Ranch	CO	80129	720.557.9606	01/10/16	
			7034	1017									3033 E 1st Ave Suite 102	Denver	CO	80206	720-233-1352	02/15/18	
14	Colorado State	CO	7034	1575	Busse	Mary	Mary (760) 801-9416	mary.busse @clubpilates.com	03/31/14	2	$99,000	-						08/15/18	2
			7034	1576														02/15/19	
15	Norfolk	VA	7045	1455	Celia	Joe	917-991-0400	joe.celia @clubpilates.com	04/10/17	3	$125,000	1	4640 Casey Blvd Suite 110	Williamsburg	VA	23188	757-772-6316	10/10/17	2
			7045	1456														04/10/18	
			7045	1457														10/10/18	
16	Tulsa	OK	7048	1372	Clark	Curt	918.740.0777	curt.clark @clubpilates.com; victoria.clark @clubpilates.com	12/19/16	3	$125,000	2	11476 S Union Ave Ste 102	Jenks	OK	74037	918.291.1420	12/19/17	1
			7048	1371									9130 S Sheridan Rd	Tulsa	OK	74133	918-770-7391	06/19/17	
			7048	1373														06/19/18	

17	Short Hills	NJ	7052	1125	Collins	Caroline & Dennis	C: 917. 796. 9618	caroline.collins @clubpilates.com; dennis.collins @clubpilates.com	03/23/16	3	$125,000	3	53 Main St	Madison	NJ	07940	973-765-6260	03/23/17	-
			7052	1124									770 Morris Turnpike	Short Hills	NJ	07078	973. 710. 4755	09/23/16	
			7052	1126									25 Mountainview Blvd.					09/23/17	
18	Missoula & Asheville	MT/ NC	7056	1449	Cropp	Kevin & Hadley	K: 919-593-0337	kevin.cropp @clubpilates.com; hadley.cropp @clubpilates.com	04/07/17	3	$125,000	1	One Town Square Blvd Ste 155	Asheville	NC	28803	828-318-8800	10/07/17	2
			7056	1450														04/07/18	
			7056	1451														10/07/18	
19	Lafayette	CA	7236	1102	Siva/Swift	Jan/Darrell	520. 289. 0439	jan.siva @clubpilates.com; darrel.swift @clubpilates.com	02/23/16	3	$125,000	1	3506 Mt. Diablo Blvd., Suite E	Lafayette,	CA	94549	925. 900. 5788	08/23/16	2
			7236	1103														02/17/17	
			7236	1104														08/16/17	
20	Naples	FL	7063	1400	Deutsch	Adam	614. 309. 9890	adam.deutsch @clubpilates.com	02/15/17	6	$210,000	-						07/15/17	6

			7063	1401														12/15/17	
			7063	1402														05/15/18	
			7063	1403														10/15/18	
			7063	1404														03/15/19	
			7063	1405														08/15/19	
21	Westfield	NJ	7007	1136	Dimitrios/ Helen / Arnold/Amy	Angelis / DeGarcia	D: 914. 772. 9973 A: 917. 921. 2595	dimitrios.angelis @clubpilates.com; helen.angelis @clubpilates.com; arnold.degarcia @clubpilates.com; amy.degarcia @clubpilates.com	03/31/16	3	$125,000	2	225 Broad Ave	Westfield	NJ	07090	908. 233. 0950	10/04/16	1
			7007	1137									277 Eisenhower Pkwy	Livingston	NJ	7039	973. 62a521	04/04/17	
			7007	1138														10/04/17	
22	Belmar	CO	7073	1069	Easterly	Kevin	760. 845. 5686	kevin.easterly @clubpilates.com	12/08/14	3	n/a - pre-acquisition	3	11757 West Ken Caryl Avenue, Suite G	Littleton	CO	80127	720. 579. 7285	01/00/00	-

			7073	1068									437 S Wadsworth Blvd, Suite F	Lakewood	CO	80226	720-789-1011	01/00/00	
			7073	1070									7600 Landmark Way, Suite B-106	Greenwood Village	CO	80111	720-546-2100	10/01/17	
23	Lehi	UT	7074	1346	Edmonds/Miller	Mike & Becky/Scott & Karie	801.707.5630	mike.edmonds@clubpilates.com; scott.miller@clubpilates.com	11/22/16	6	$210,000	3	1140 E. Brickyard Rd. #30	Salt Lake City	UT	84106	801-939-2300	09/29/17	3
			7074	1345									1881 W. Traverse Parkway, Ste B	Lehi	UT	84043	385-831-7077	04/29/17	
			7074	1347									530 W 500 S Suite D	Bountiful	UT	84010	801-317-1766	03/01/18	
			7074	1348														07/29/18	
			7074	1349														12/29/18	
			7074	1350														05/29/19	
24	Pembroke Pines	FL	7075	1288	Elgarresta / Harper	Ed / Christina	E: 305.606.6198	ed.elgarresta@clubpilates.com; christina.elgarresta@clubpilates.com	10/07/16	4	$165,000	2	10045 Cleary Blvd	Plantation	FL	33324	(954) 280-2582	10/11/17	2

			7075	1287									14954 Pines Blvd	Pembroke Pines	FL	33027	954-500-2582	04/11/17	
			7075	1289														04/11/18	
			7075	1290														10/11/18	
25	Klein	TX	7078	1087	Fichaud / Bryan	Chris / Susan	C: 713-254-0213 S: 713.882.8873	chris.fichaud @clubpilates.com; susan.bryan @clubpilates.com	11/30/15	3	$125,000	2	7316 Louetta Road #B302	Spring	TX	77379	(281) 607-2485	05/30/16	1
			7078	1088									9955 Barker Cypress Ste 215	Cypress	TX	77433	832-653-9419	11/30/16	
			7078	1089														05/30/17	
26	Indian Lake	TN	7079	1246	Fielder	Tom	615.579.3070	tom.fielder @clubpilates.com	09/22/16	6	$210,000	2	217 Indian Lake Blvd. Ste. 1002	Hendersonville	TN	37075	615.270.2470	02/23/17	4
			7079	1247									4326 Harding Pike, Suite 105	Nashville	TN	37205	615.988.4488	07/23/17	
			7079	1248														12/23/17	

			7079	1249														05/23/18	
			7079	1250														10/23/18	
			7079	1251														03/23/19	
27	Austin	TX	7081	1333	Fraser	Theresa & Glenn	T: 858. 750. 8595	theresa.fraser @clubpilates.com	11/21/16	3	$125,000	2	166 Hargraves Drive, Suite 500	Austin	TX	78737	512-212-7525	11/22/17	1
			7081	1332									2712 Bee Cave Rd	Austin	TX	78746	512. 515. 1440	05/22/17	
			7081	1334														05/22/18	
28	Cleveland	OH	7085	1425	Gage	Anita	330-714-6792	anita.gage @clubpilates.com	03/02/17	6	$210,000	4	311 Park Ave., Ste. 123	Orange	OH	44122	440-703-6077	01/07/18	2
			7085	1426									34348 Aurora Rd Unit 19	Solon	OH	44139	440-201-7064	06/07/18	
			7085	1424									8474 East Washington St. Unit 11	Chagrin Falls	OH	44023	440-804-5110	08/07/17	
			7085	1427									118 W Streetsboro St., Room 25					11/07/18	

			7085	1428														04/07/19	
			7085	1429														09/07/19	
29	Tucson	AZ	7087	1284	Garrison	Kathy	520. 444. 0163	kathy.garrison @clubpilates.com	10/06/16	3	$125,000	3	6872 EAST SUNRI SE DRIVE, #150	Tucson	AZ	85750	520. 428. 0130	04/06/17	-
			7087	1285									7972 N Oracle Rd	Oro Valley	AZ	85704	(520) 244- 3300	10/06/17	
			7087	1296									9245 Virginia Pkwy, Suite #200					04/06/18	
30	Scottsdale	AZ	7088	1153	Gatzemeier	Don & Emma	602. 663. 2049	don.gatzemeier @clubpilates.com	05/16/16	3	$125,000	2	16447 N. Scottsdale Rd. Suite 119	Scottsdale	AZ	85254	480. 447. 4044	11/17/16	1
			7088	1155									20910 N. Tatum Blvd., Suite 110	Phoenix	AZ	85050	480. 795. 3357	11/17/17	
			7088	1154														05/17/17	

31	New York	NY	7093	1357	Goldenberg	Louisa	646. 729. 3230	louisa.goldenberg @clubpilates. com; michael.goldenberg @clubpilates.com	12/12/16	3	$125,000	1	485 Kings Highway	Brooklyn	NY	11223	(718) 701-0109	06/12/17	2
			7093	1358														06/12/18	
			7093	1359														12/12/17	
32	Winter Park	FL	7094	1145	Goldman	Christine	321. 231. 5262	christine.goldman @clubpilates.com	04/15/16	3	$125,000	1	1222 N. Orange Ave. Ste B	Winter Park	FL	32789	407. 960. 7042	10/15/16	2
			7094	1147														10/15/17	
			7094	1689														10/15/17	
33	Sugar Land	TX	7098	1282	Gowens	Bret	832. 659. 4501	bret.gowens @clubpilates.com	09/29/16	2	$99,000	2	3157 Highway 6	Sugar Land	TX	77478	281. 369. 4977	03/29/17	-
			7098	1283									8740 Hwy 6 #100					09/29/17	
34	Jacksonville	FL	7099	1212	Graham	Rick & Dawn	R: 210. 559. 1732	rick.graham @clubpilates.com; dawn.graham @clubpilates.com	08/23/16	3	$125,000	2	14035 Beach Blvd. Suite G	Jacksonville	FL		904-289-8300	02/23/17	1
			7099	1213									11112 San Jose Blvd. # 6					08/23/17	
			7099	1214														02/23/18	

35	DC	VA	7100	1291	Grams	Michael	703-949-0378	michael.grams@clubpilates.com	10/10/16	3	$125,000	2	1101 S. Joyce St., Suite B14	Arlington	VA	22202	571-429-4690	04/12/17	1
			7100	1292									1521 Boyd Pointe Way Suite B					10/12/17	
			7100	1293														04/12/18	
36	St. Petersburg	FL	7103	1165	Griffin	Jim	224.436.0647	jim.griffin@clubpilates.com; catherine.griffin@clubpilates. com	05/31/16	6	$210,000	4	11677 San Vicente Blvd Ste, 304	Los Angeles	CA	90049	424-368-2650	11/31/16	2
			7103	1167									15230 Sunset Blvd	Pacific Palisades	CA	90272	424-252-9868	11/31/17	
			7103	1164									120 Central Avenue	St. Petersburg	FL	33701	(727) 550-0100	11/31/18	
			7103	1163									938 South Howard Ave	Tampa	FL	33606	813-607-2990	05/31/18	
			7103	1166														05/31/17	
			7103	1168														05/31/19	
37	Maryland	MD	7104	1318	Grover	Jan & Chuck	240.578.0093	jan.grover@clubpilates.com; chuck.grover@clubpilates.com	11/15/16	3	$125,000	1	4959 Westview Dr. Suite D	Frede rick	MD	21703	301-304-4880	05/16/17	2

			7104	1319														11/16/17	
			7104	1320														05/16/18	
38	Tempe	AZ	7108	1133	Guzick	Bill / Jennifer	J: 480. 695. 7116 Bill: 480. 826. 4181	jennifer.guzick @clubpilates.com; bill.guzick @clubpilates.com	03/31/16	3	$125,000	2	1825 East Guadalupe Ste F-102	Tempe	AZ	85283	480. 566. 0335	09/30/16	1
			7108	1134									4085 South Gilbert Road, Shops B - Suite 5	Chandler	AZ	85249	480. 771. 4459	03/31/17	
			7108	1135														09/30/17	
39	Orange County	CA	7109	1052	Hammett	Emily	Emily (626) 233- 9220	emily.hammett @clubpilates.com	03/04/15	4	$165,000	4	15080 Kensington Park Dr, Suite G300	Tustin	CA	92782	949. 529. 0704	10/23/16	-
			7109	1050									17767 Santiago Blvd., Suite 610	Villa Park	CA	92861	714. 202. 6404	01/00/00	

			7109	1051									21612 Plano Trabuco Road, Suite A	Trabuco Canyon	CA	92679	949. 534. 2023	10/23/16	
			7109	1053									802 Avenida Talega Ste 104	San Clemente	CA	92673	949-391-3704	05/15/17	
40	Charlotte	NC	7113	1169	Harris	Doug	704. 491. 6717	doug.harris @clubpilates.com; kris.harris @clubpilates.com	06/03/16	3	$125,000	2	10822 Providence Rd Ste 800	Charlotte	NC	28277	980. 272. 481	12/01/16	1
			7113	1170														06/01/17	
			7113	1171														12/01/17	
41	Longmont	CO	7115	1072	Hendricks	Joe	Joe 303-513-4498 Kelly 720-355-1954	kelly.hendricks @clubpilates.com	08/17/15	3	$125,000	3	2850 Baseline Road	Boulder	CO	80303	720-675-9435	02/07/17	-
			7115	1073									535 W south Boulder Rd.	Lafayette	CO	80026	720-442-0842	08/11/16	
			7115	1071									700 Ken Pratt Boulevard	Longmont	CO	80501	720. 442. 8385	02/13/16	

42	Austin	TX	7117	1336	Hernandez/Lindner	Hector / Molly	512. 593. 3652	hector.hernandez @clubpilates. com; molly.lindner @clubpilates.com	11/22/16	3	$125,000	2	2800 South IH-35, Suite 160	Round Rock	TX	78681	512- 399- 5216	11/23/17	1
			7117	1335									5001 183A Toll Road Suite G400	Cedar Park	TX	78613	512. 399. 5212	05/23/17	
			7117	1337														05/23/18	
43	Sacramento	CA	7120	1189	Holmes	Brian	B: 661. 332. 2233	brian.holmes @clubpilates.com; adrian.holmes @clubpilates.com	07/01/16	4	$165,000	3	2529 Fair Oaks Blvd	Sacramento	CA	95825	916. 400. 9225	07/01/17	1
			7120	1190									2766 E. Bidwell St. Suite 100	Folsom	CA	95630	916- 597- 0799	12/28/17	
			7120	1188									8235 Laguna Blvd. #120	Elk Grove	CA	95758	916. 936. 2582	01/02/17	
			7120	1191														06/26/18	
44	Hoboken	NJ	7122	1175	Horvath	Emese	770. 910. 2934	emese.horvath @clubpilates.com	06/20/16	3	$125,000	2	1400 Hudson Street Suite 3C	Hoboken	NJ	07030	201- 839- 6648	12/21/16	1

			7122	1176									45-4 Riverwalk Pl.,	West New York	NJ	07093	201. 875. 1550	06/21/17	
			7122	1177														12/21/17	
45	Scottsdale	AZ	7128	1205	Jacobs	Keith	K: 910-274-8201	keith.jacobs @clubpilates.com; yvette.jacobs @clubpilates.com	07/29/16	3	$125,000	3	3750 E. Indian School Road	Phoenix	AZ	85018	480. 372. 4692	01/29/18	-
			7128	1204									8787 N. Scottsdale Rd. Ste23 2	Scottsdale	AZ	85253	480-462-1299	07/29/17	
			7128	1203									9301 E. Shea Unit 104	Scottsdale	AZ	85260	480. 771. 3774	01/29/17	
46	Baltimore	MD	7133	1368	Kay / Bateman	Karla / Liana	717. 825. 6150	karla.kay @clubpilates.com; liana.bateman @clubpilates.com	12/16/16	3	$125,000	2	100 Shawan Rd. Suite C	Hunt Valley	MD	21030	443-541-5505	06/16/17	1
			7133	1369									10209 GRAND CENTRAL AVE., SUITE 110	Owings Mills	MD	21117	443. 541. 5424	12/16/17	

			7133	1370														06/16/18	
47	Ft. Lauderdale	FL	7136	1271	Kennedy	Kelly	305. 389. 5399	kelly.kennedy @clubpilates.com	09/22/16	3	$125,000	3	7050 W. Palmetto Park Rd #49/50	Boca Raton	FL	33433	561. 717. 2120	03/27/17	-
			7136	1270									Linton Blvd. & Lavers Ave.	Delray Beach	FL	33444	0	09/27/17	
			7136	1272									#N/A					03/27/18	
48	Sarasota	FL	7138	1462	Kilcullen / Keith	Peter / Gary	P: 727. 647. 0429	0	04/14/17	3	$125,000	2	5408 Lockwood Ridge Rd	Bradenton	FL	63385	636- 856- 5270	10/14/17	1
			7138	1463									8210 S. Tamiami Trail	Sarasota	FL	34238	941- 567- 6128	04/14/18	
			7138	1464														10/14/18	
49	Saratoga	CA	7141	1112	Ko/Wu	Ken/Jessie	k: 408. 641. 1511	ken.ko @clubpilates.com; jessie.wu @clubpilates.com	03/15/16	3	$125,000	2	14410 Big Basin Way, STE E	Saratoga	CA	95070	669. 256. 5200	09/16/16	1
			7141	1113									4338 Moorpark Ave	San Jose	CA	95129	669- 200- 5098	03/16/17	

			7141	1114														09/16/17	
50	Chicago	IL	7144	1433	Kohn	Eric & Kristin	773-580-9602	eric.kohn@clubpilates.com; kristin.kohn@clubpilates.com	03/08/17	6	$210,000	2	810 E. Ogden Ave., Unit 25	Westmont	IL	60559	630-538-7235	08/08/17	4
			7144	1434									708 Lake St.					01/08/18	
			7144	1435														06/08/18	
			7144	1436														11/08/18	
			7144	1437														04/08/19	
			7144	1438														09/08/19	
51	San Carlos	CA	7151	1184	Lance	Renata and Sean	Renata (650) 759-3283	renata.lance@clubpilates.com; sean.lance@clubpilates.com	05/12/14	3	n/a - pre-acquisition	3	1921 Douglas Boulevard, Suite 104	Roseville	CA	95661	916.318.9908	12/31/16	-
			7151	1019									490 South California Ave	Palo Alto	CA	94306	843-800-8991	02/01/16	
			7151	1018									50 El Camino Real, #50	San Carlos	CA	94070	650-722-4710	01/00/00	
			7151	1363														06/15/17	

52	Atlanta	GA	7155	1354	Ledford	Mandy	828.925.3263	mandy.ledford@clubpilates.com	11/30/16	3	$125,000	2	Church St & N Decauter Rd	Deautur	GA		(770) 299-9513	05/30/17	1
			7155	1355									2943 N. Druid Hills Rd. NE #460					11/30/17	
			7155	1356														05/30/18	
53	Alexandria	VA	7156	1439	Lee	Mindy	540-419-5079	mindy.lee@clubpilates.com	04/18/17	3	$125,000	-						09/13/17	3
			7156	1465														03/18/18	
			7156	1466														09/18/18	
54	New Hyde Park	NY	7160	1306	Lo	David	D: 646.379.0824 M: 516.527.4712	david.lo@clubpilates.com; michelle.lo@clubpilates.com	10/26/16	3	$125,000	1	1632 Marcus Ave.	New Hyde Park	NY	11040	516-654-6938	04/26/17	2
			7160	1307														10/26/17	
			7160	1308														04/26/18	
55	Brickell	FL	7106	1105	Maria Gutierrez	Tania Peck	T: 786.218.3572 M: 954.673.1536	Tania.peck@clubpilates.com; Mariaisabel.gutierrez@clubpilates.com	02/26/16	2	$99,000	2	117 SW 10th Ste #103	Miami	FL	33130	786.509.9831	08/24/16	-
			7106	1107									30 NW 34th St #2	Miami	FL	33127	(blank)	08/24/17	

			7106	1106									5855 SW 72 St	South Miami	FL	33143	(786) 577-9651	08/24/17	
56	Highland Village	TX	7168	1255	Martin	Todd & Debi	D: 972. 977. 7277	debi.martin @clubpilates.com; todd.martin @clubpilates.com	09/26/16	7	$300,000	4	2317 North Tarrant Parkway, Suite 423	Fort Worth	TX	76177	682. 312. 6030	05/23/18	3
			7168	1252									2540 Justin Rd. Suite 177	Highland Village	TX	75077	972. 597. 4275	02/23/17	
			7168	1253									4000 N. MacArthur Blvd. Ste #A122	Irving	TX	75038	469. 214. 4822	07/23/17	
			7168	1254									4701 Colleyville Blvd. Ste 430	Dallas	TX	76034	817. 409. 6970	12/23/17	
			7168	1256														10/23/18	
			7168	1257														03/23/19	
			7168	1258														08/23/19	
57	DFW	TX	7177	1259	Millwee	Sarah	310-795-7465	sarah.millwee @clubpilates.com	04/05/18	3	$30,000							10/05/18	

			7177	1260														04/05/19	
			7177	1261														10/05/19	
58	Portland	OR	7171	1421	McCartney	Alyssa	503-740-5025	alyssa.mccartney@clubpilates.com	03/02/17	3	$125,000	1	12900 SE 162nd Ave., Ste. 101	Happy Valley	OR	97086	(971) 236-7634	09/03/17	2
			7171	1422														03/03/18	
			7171	1423														09/03/18	
59	Emeryville	CA	7175	1118	Miller	Jerry & Melissa	M: 510. 919. 4484	melissa.miller@clubpilates.com; jerry.miller@clubpilates.com	03/18/16	3	$125,000	1	2651 Blanding Avenue, Suite D	Alameda	CA	94501	(510) 578-8593	09/18/16	2
			7175	1119														03/18/17	
			7175	1120														09/18/17	
60	Framingham	MA	7176	1221	Miller	Mike & Tammy	T: 860. 817. 8995	tammy.miller@clubpilates.com; mike.rizzo@clubpilates.com	08/25/16	6	$210,000	2	25 Prospect St	Framingham	MA	01701	774. 999. 0209	01/25/17	4
			7176	1222									389 Revolution Dr	Somerville	MA	02145	857-997-2580	06/25/17	
			7176	1223														11/25/17	

			7176	1224														04/25/18	
			7176	1225														09/25/18	
			7176	1226														02/25/19	
61	Miami	FL	7178	1243	Mochon / Rosentgberg	Daniela / Horacio	D 786. 301. 2759	daniela.mochon @clubpilates. com; horacio.rosentgberg @clubpilates.com	09/16/16	3	$125,000	2	16850 Collins Ave #113D	Sunny Isles Beach	FL	33160	786-765-4646	03/11/17	1
			7178	1244									19021 Biscayne Blvd.					09/11/17	
			7178	1245														03/11/18	
62	St. Paul	MN	7185	1339	Nelson	Topher	612. 723. 6075	topher.nelson @clubpilates.com	11/23/2016*	6	$210,000	3	3845 Lexington Avenue North, Suite 111	Arden Hills	MN	55126	651-383-4640	11/23/17	3
			7185	1338					**Amended* 11/21/17				4717 N. Highway 61	White Bear Lake	MN	51110	651. 505. 4200	05/23/17	
			7185	1340									10945 Club Westparkway NE Suite 150					05/23/18	

63			7185	1646														10/23/18	
			7185	1647														03/23/19	
			7185	1648														08/23/19	
64	Seattle	WA	7186	1441	Nicholson	Candi	206-661-7334	candi.nicholson@clubpilates.com	03/03/17	3	$125,000	1	124 Denny Way	Seattle	WA	98109	206-661-7334	09/14/17	2
			7186	1442									425 Fairview Ave N					03/14/18	
			7186	1443														09/14/18	
65	Santa Clarita	CA	7191	1458	Ovakimian	Sarkis / Esther	S: 818. 675. 5061	sarkis.ovakimian@clubpilates.com; ester.plavdjian@clubpilates.com	04/10/17	4	$165,000	2	27736 McBean Pkwy	Valencia	CA	91354	(661) 977-6622	10/10/17	2
			7191	1092									5077 Lankershim Boulevard Suite F	North Hollywood	CA	91601	818-2103 422	06/22/16	
			7191	1459														04/10/18	
			7191	1460														10/10/18	
66	Symmes Township	OH	7192	1115	Pallatroni	Bob	513. 225. 4475	bob.pallatroni@clubpilates.com	03/17/16	3	$125,000	1	12088 Montgomery Road	Cincinnati	OH	45249	513. 766. 9008	09/17/16	2

			7192	1116														03/17/17	
			7192	1117														09/17/17	
67	Mooresville	NC	7196	1262	Pennypacker	John	980.240.1792	john.pennypacker@clubpilates.com	09/20/16	3	$125,000	3	146 Mooresville Commons Way Unit 25	Mooresville	NC	28117	980.260.0000	03/23/17	-
			7196	1263									9525 Birkdale Crossing Drive Ste 102	Huntersville	NC	28078	704-631-5600	09/23/17	
			7196	1264									2373 Len Patterson Road Suite 103					03/23/18	
68	Lincoln Park	IL	7200	1127	Phelps	Abby	312.399.3256	abby.phelps@clubpilates.com	03/30/16	3	$125,000	2	2047 N. Clybourn Ave	Chicago	IL	60614	312.734.1069	09/30/16	1
			7200	1128									4023 N Lincoln Ave	Chicago	IL	60618	773-789-7507	03/30/17	
			7200	1129														09/30/17	

69	Carrollwood	FL	7201	1172	Philyaw	Nathan	904. 635. 0298	nathan.philyaw @clubpilates.com	06/03/16	3	$125,000	2	13158 N Dale Mabry Hwy	Tampa	FL	33618	813. 773. 3880	12/03/16	1
			7201	1173									28249 Paseo Drive #190	Wesley Chapel	FL	33543	813. 607. 6655	06/03/17	
			7201	1174														12/03/17	
70	Marin	CA	7203	1240	Poletti	Natalie	650. 302. 1285	natalie.poletti @clubpilates.com	08/30/16	3	$125,000	1	208 Vintage Way, Ste G-10	Novato	CA	94945	415. 761. 1315	03/02/17	2
			7203	1241														08/30/17	
			7203	1242														03/02/18	
71	Spring Valley	NV	7210	1028	Rechester	Victoria/ Emil	Victoria (323) 899- 7083	emil.rechester @clubpilates.com	11/06/14	4	n/a - pre- acquisition	3	10525 S. Eastern Ave. Ste 140	Henderson	NV	89052	702. 907. 2758	02/06/17	1
			7210	1027									5060 S Fort Apache Ste 115	Las Vegas	NV	89148	702- 608- 1396	01/00/00	
			7210	1029									7460 W Lake Mead Blvd. #E1	Las Vegas	NV	89108	702- 979- 2422	08/06/18	
			7210	1030														02/06/20	

72	Scarsdale	NY	7212	1192	Rhyu	Heather	310. 972. 8786	heather.rhyu @clubpilates.com	07/14/16	3	$125,000	2	365 Central Park Avenue	Scarsdale	NY	10583	914. 449. 4411	01/15/17	1
			7212	1193									875 Saw Mill River Rd	Ardsley	NY	10502	914- 292- 1292	07/15/17	
			7212	1194														01/15/18	
73	Louisville	KY	7217	1396	Ryser	Fred	F: 347. 997. 2052 K: 917. 597. 4334	fred.ryser @clubpilates.com; katie.ryser @clubpilates.com	01/31/17	3	$125,000	2	12955 Shelbyville Road, suite 102	Louisville	KY	40243	502- 907- 2364	01/31/18	1
			7217	1395									4600 Shelbyville Road, suite 104	Louisville	KY	40243	502- 907- 1577	07/31/17	
			7217	1397														07/31/18	
74	Portland	OR	7220	1228	Sander	Scott & Misty	S: 971. 998. 0279	scott.sander @clubpilates.com; misty.sander @clubpilates.com	08/25/16	3	$125,000	2	2725 SW Cedar Hills Blvd., Suite 100	Beaverton	OR	97005	205- 440- 2953	08/25/17	1
			7220	1227									7515 SW Barnes Rd. Ste 102	Portland	OR	97225	971. 249. 8555	02/25/17	

			7220	1229														02/25/18	
75	Paramus	NJ	7223	1090	Sapka	Allison / Chris	C: 201. 916. 3359 A: 973. 951. 2074	allison.sapka @clubpilates.com; chris.sapka @clubpilates.com	07/01/16	3	$125,000	3	525 Cedar Hill Ave	Wyckoff	NJ	07481	201. 447. 2500	06/22/16	-
			7223	1185									West Grand Aveand Mercedes Drive	Montvale	NJ	7645	201-822-5260	12/28/16	
			7223	1186									700 Paramus Park					06/26/17	
76	Chicago	IL	7225	1215	Schlichting	Steve & Robin	S: 815. 985. 1337	steve.schlichting @clubpilates.com; robin.schlichting @clubpilates.com	08/23/16	3	$125,000	2	3065 N. Perryville Rd., Ste #147	Rockford	IL	61114	815. 860. 0710	02/23/17	1
			7225	1216									2517 N. County Line Rd.					08/23/17	
			7225	1217														02/23/18	
77	Texas	TX	7228	1361	Schriever	Delma / Rick	281. 840. 0864	delma.schriever @clubpilates.com; rick.schriever @clubpilates.com;	12/14/16	3	$125,000	2	2323 Clear Lake City Blvd, Suite 183	Houston	TX	77062	832-584-4120	12/14/17	1

			7228	1360									3875 E. League City Pkwy	League City	TX	77573	832-920-3198	06/14/17	
			7228	1362														06/14/18	
78	North Raleigh	NC	7229	1230	Schuck/Smith/ Ruggieri	David / Jon / Joe	D: 336. 404. 7871	david.schuck @clubpilates.com; jon.smith @clubpilates.com; joe.ruggieri @clubpilates.com	08/25/16	6	$210,000	4	9400 Fallsof Neuse Rd	Raleigh	NC	27615	919. 670. 3077	01/25/17	2
			7229	1232									1800 E. Franklin Street #9	Chapel Hill	NC	27514	919. 781. 8089	06/25/17	
			7229	1234									1104 Parkside Main Street	Cary	NC	27519	919. 899. 9035	11/25/17	
			7229	1233										Raleigh	NC	27609	(707) 559-9110	04/25/18	
			7229	1231										Holly Springs	NC			09/25/18	
			7229	1235														02/25/19	

79	Pleasanton	CA	7232	1096	Shiraki	Robert/ Jessica	R: 650. 766. 5900	robert.shiraki @clubpilates.com; jessica.shiraki @clubpilates.com	02/15/16	6	$210,000	2	6766 Bernal Ave. Suite 530	Pleasonton	CA	94566	925. 255. 0880	03/28/17	4
			7232	1097									3418 Camino Tassajara	Danville	CA	94506	925 854 5500	09/28/17	
			7232	1098														03/28/18	
			7232	1099														02/15/18	
			7232	1100														08/15/18	
			7232	1101														02/15/19	
80	Dallas	TX	7242	1273	Springer	Bobby	615. 268. 9432	bobby.springer @clubpilates.com/ sonya.springer @clubpilates.com	09/21/16	3	$125,000	2	1221 Flower Mound Rd Ste 320	Flower Mound	TX	75028	817. 668. 0108	03/28/17	1
			7242	1274									480 W. Southlake Boulevard, suite 131	Southlake	TX	76092	817-668-0011	09/28/17	
			7242	1275														03/28/18	
81	San Francisco	CA	7243	1159	Srivastava	Amit & Seema	408. 202. 9619	seema.srivastava @clubpilates.com; amit.srivastava @clubpilates.com	05/20/16	3	$125,000	1						11/20/16	2

			7243	1160														05/20/17	
			7243	1161														11/20/17	
82	Brookhaven	GA	7245	1094	Stennett	Kellen	K: 404. 456. 4110 M: 609. 605. 4315	kellen.stennett @clubpilates.com; matt.omiatek @clubpilates.com	02/10/16	3	$125,000	3	2391 Peachtree Rd, NE Suite B3AB	Atlanta	GA	30305	470. 885. 0623	02/10/17	-
			7245	1093									5001 Peachtree Blvd Suite 630	Chamblee	GA	30341	(678) 996-1988	08/10/16	
			7245	1095									5968 Roswell Road					08/10/17	
83	Sherman Oaks	CA	7249	1238	Stromblad	Katya	818. 257. 3047	katya.stromblad @clubpilates.com	11/10/16	3	$125,000	2	10732 Jefferson Blvd.	Culver City	CA	90230	310. 424. 5290	02/28/17	1
			7249	1309									18741 Ventura Blvd	Tarzana	CA	91356	818-949-2727	08/28/17	
			7249	1310														02/28/18	
84	Temecula	CA	7255	1196	Teranchi	Shahin	951. 237. 2379	shahin.tehranchi @clubpilates.com; zohal.tehranchi @clubpilates.com	07/22/16	6	$210,000	3	33175 Temecula Pkwy Ste C	Temecula	CA	92562	951. 396. 7000	12/19/16	3

			7255	1197									341 E. Alessandro Blvd #2G	Riverside	CA	92508	951. 708. 3600	05/18/17	
			7255	1198									450 Stuart Ave. Suite D-120	Redlands	CA	92374	909-474-7470	10/15/17	
			7255	1199														03/14/18	
			7255	1200														08/11/18	
			7255	1201														01/08/19	
85	Carmel	IN	7259	1130	Thorpe	Ralph / Julie	317. 696. 4600	ralph.thorpe @clubpilates.com	03/30/16	3	$125,000	1	2482 E. 146th Street	Carmel	IN	46033	317) 565-4828	09/30/16	2
			7259	1711														09/02/18	
			7259	1712														09/30/17	
86	Boston	MA	7262	1444	Trauzzi / Hard	Christopher / Marjie	617-880-9987	chris.trauzzi @clubpilates.com; marjie.hard @clubpilates.com	03/14/17	3	$125,000	2	43 Middlesex Turnpike, Unit 12	Burlington	MA	01803	781-300-7525	09/16/17	1
			7262	1445									600 Market St., Suite 671	Lynnfield	MA	1940	781-342-0401	03/16/18	

			7262	1446														09/16/18	
87	Chino Hills	CA	7263	1109	Truong	Amy / Anthony	949. 278. 7719	amy.truong @clubpilates.com; tong.truong @clubpilates.com	02/26/16	3	$125,000	1	13920 City Center Drive Suite 4010	Chino Hills	CA	91709	909. 529. 1041	08/26/16	2
			7263	1110														02/26/17	
			7263	1111														08/26/17	
88	Wauwatosa	WI	7264	1149	Tsuchiyama	Robert & Beth	R: 404. 307. 5634	robert.tsuchiyama @clubpilates.com; beth.tsuchiyama @clubpilates.com	05/11/16	3	$125,000	2	6929 W. North Ave.	Wauwatosa	WI	53213	414- 395- 1122	11/11/16	1
			7264	1150														05/11/17	
			7264	1151									340 N. Milwaukee St.,					11/11/17	
89	New Jersey	NJ	7266	1343	Uku	Richard	917. 670. 7396	richard.uku @clubpilates.com	11/23/16	4	$165,000	3	3056 Route 10 West	Denville	NJ	7834	(blank)	11/25/17	1
			7266	1342									770 Bloomfield Ave.,	West Caldwell	NJ	07006	973- 787- 9074	05/25/17	
			7266	1344									170 Hanover Ave					05/25/18	
			7266	1414														11/25/18	

90	Englewood	NJ	7267	1267	Untener	Scott	914. 261. 1219	scott.untener @clubpilates.com	09/20/16	3	$125,000	2	269 Livingston Street Ste P	Northvale	NJ	7647	201-588-5403	09/23/17	1
			7267	1265									19 W. Palisade Ave.	Englewood	NJ	07631	201. 568. 1700	03/23/17	
			7267	1266														03/23/18	
91	Campbell	CA	7269	1078	Venkatatesan	Hema & Anathan	208. 863. 0943	hema.venkatesan @clubpilates.com; venkat.ananthan @clubpilates.com	11/20/15	3	$125,000	1	10 E Hamilton Ste# 300	Campbell	CA	95008	408. 412. 0130	05/20/16	2
			7269	1079														11/20/16	
			7269	1080														05/20/17	
92	Los Angeles	CA	7271	1056	Violas	Stephanie	(310)-489-9803	stephanie.violas @clubpilates.com	04/17/17	3	$125,000	2	1119 S. Hope Street	Los Angeles	CA	90015	213-204-6900	01/00/00	1
			7271	1468									200 S. Los Angeles Street, Suite E	Los Angeles	CA	90012	213 536 5203	10/20/17	
			7271	1469														04/20/18	
			7271	1470														10/20/18	
93	OC-LA	CA	7281	1009	Watson / Lombardi	Keely / Ed	Keely (619) 261-5898	keely.watson @clubpilates.com; ed.lombardi @clubpilates.com	12/31/14	5	n/a - pre-acquisition	5	33611 Del Obispo St.	Dana Point	CA	92692		01/00/00	-

			7281	1057									7318 Santa Monica Blvd. Suite #20	West Hollywood	CA	90046	323-774-2701	01/00/00	
			7281	1031									25800 Jeronimo Road Ste 404	Mission Viejo	CA	92691	949-446-8243	01/00/00	
			7281	1032									30100 Town Center Drive, Suite B-1	Laguna Niguel	CA	92677	949-257-2292	01/00/00	
			7281	1058									1720 West Sunset Blvd	Echo Park	CA	90026	323-505-4355	12/09/15	
94	Orange County	CA	7280	1322	Watson / Lombardi	Keely / Ed	Keely (619) 261-5898	keely.watson @clubpilates.com; ed.lombardi @clubpilates.com	11/16/16	3	$125,000	2						05/16/17	1
			7280	1324														11/16/17	
			7280	1323									1040 Bayside Drive					05/16/18	

95	Houston	TX	7284	1325	Wells	Daniela & David	832. 923. 0228	david.wells @clubpilates.com; daniela.wells @clubpilates.com	11/18/16	3	$125,000	2	16430 W. Lake Houston Pkwy., Suite 300-	Houston	TX	77044	832. 779. 2622	05/16/17	1
			7284	1326									730 Kingwood Dr.	Kingwood	TX	77399	(832) 592- 7953	11/16/17	
			7284	1327														05/16/18	
96	Long Island	NY	7287	1315	Wolk	David	914. 260. 7489	david.wolk @clubpilates.com	11/08/16	3	$125,000	1	6226 Jericho Turnpike	Commack	NY	11725	631- 600- 3072	05/09/17	2
			7287	1316														11/09/17	
			7287	1317														05/09/18	
97	Alpharetta	GA	7288	1218	Worley	Mark	678. 488. 0785	mark.worley @clubpilates.com	08/23/16	3	$125,000	2	3005 Old Alabama Rd	Alpharetta	GA	30022	678. 919. 8733	02/23/17	1
			7288	1219									7160 Avalon Blvd	Alpharetta	GA	30009	678- 996- 5336	08/23/17	
			7288	1220														02/23/18	
98	East Montgomery	AL	7030	1473	Brazell	Craig/Lanie	(334) 538- 8102	Craig.Brazell @clubpilates.com	05/19/17	3	$125,000	3	2311 Bent Creek RD STE 400	Auburn	AL	36830	334- 414- 4548	11/19/18	-

			7030	1472									2940 #D Zelda Rd	Montgomerty	AL	36106	334-328-2465	05/19/18	
			7030	1471									8143 Vaughn Rd	Montgomery	AL	36116	334-603-8055	11/19/17	
99	Tampa	FL	7140	1474	Kitchen/Erickson	Kim/Joe		Kim.Kitchen @clubpilates.com	05/19/17	3	$125,000	1	12454 State Rd 54	Odessa	FL	33556	(813) 563-5353	11/19/17	2
			7140	1475														05/19/18	
			7140	1476														11/19/18	
100	Napa	CA	7035	1477	Campton	Lois	(415) 722-8690	Lois.Campton @clubpilates.com	05/22/17	3	$125,000	1	289 N. McDowell Blvd	Petaluma	CA	94954		11/22/17	2
			7035	1478									7735 N Blackstone #101	Fresno	CA	93720		05/22/18	
			7035	1479														11/22/18	
101	Chicago	IL	7147	1480	Kulkarni	Pradnya	847. 630. 2081	Pradnya.Kulkarni @clubpilates.com	05/22/17	3	$125,000	2	388 half day road	buffalo grove	IL	60089	224 377 0305	11/22/17	1
			7147	1481									1614 S. Milwaukee Ave.,					05/22/18	
			7147	1482														11/22/18	
102	Plano	TX	7184	1483	Mullins	John	713. 598. 2785	John.Mullins @clubpilates.com	05/22/17	3	$125,000	1	6850 N Shiloh Rd Suite H1	garland	TX	75044		11/22/17	2

												00		Shiloh Rd Suite H1			4			
			7184	1484															05/22/18	
			7184	1485															11/22/18	
103	New Mexico	NM	7216	1486	Rule	Brian / Jessica	(505) 270-3494	Brian.Rule @clubpilates.com	05/22/17	6	$210,000	1	11000 Montgomery Blvd NE, Ste 3	Albuquerque	NM	87111	505-395-9511	11/22/17	5
			7216	1487															05/22/18	
			7216	1488															11/22/18	
			7216	1539															05/22/19	
			7216	1540															11/22/19	
			7216	1541															05/22/20	
104	Florida	FL	7000	1491	Abbe/Willits	Steve/Shannon		Steve.Abbe @clubpilates.com	05/23/17	2	$99,000	2	13211 McGregor Blvd, Suite 105-A	Fort Myers	FL	33919	239-603-7300	05/23/18	-
			7000	1490									13451 Brookshire Lake Blvd	Ft Myers	FL	33966	239-603-7300	11/23/17	
105	Rancho Mirage	CA	7066	1492	Dordell/ Fenske	Chris/Jason		Chris.Dordell @clubpilates.com	05/23/17	2	$99,000	2	42-440 Bob Hope Drive, Suite 42440 -1B	Rancho Mirage	CA	92270	760-209-9722	11/23/17	-

			7066	1493									425 S. Sunrise, Bldg H2A,	Palm Springs	CA	92262		05/23/18	
106	Park Ridge	IL	7089	1495	Gentner	Andy	(630) 329-9580	Andy.Gentner @clubpilates.com	05/23/17	3	$125,000	2	142 South 1st St.	St. Charles	IL	60174	630. 283. 3700	05/23/18	1
			7089	1494									70 N. Northwest Highway	Park Ridge	IL	60068	847-744-6464	11/23/17	
			7089	1496														11/23/18	
107	Sacramento	CA	7240	1498	Smith	Katie	(404) 210-2270	Katie.Smith @clubpilates.com	05/23/17	3	$125,000	1	2860 Del Paso Rd., Ste. 300	Sacramento	CA	95834	(916) 900-6473	11/23/17	2
			7240	1499														05/23/18	
			7240	1500														11/23/18	
108	Chicago	IL	7161	1504	London	Larry/Crystal	(708) 269-6964	Larry.London @clubpilates.com	05/25/17	3	$125,000	1	1107 N. Elmhurst Rd.					11/25/17	2
			7161	1505														05/25/18	
			7161	1506														11/25/18	

109	Charleston	FL	7291	1507	York/Schlobohm	Shaun/Zach		Shaun.York @clubpilates.com	05/25/17	3	$125,000	1	3438 Lithia Pinecrest Road,	Valrico	FL	33956	813-540-2425	11/25/17	2
			7291	1508														05/25/18	
			7291	1509														11/25/18	
110	Central NJ	NJ	7060	1510	Davis	Brennan	(973) 214-7810	Brennan.Davis @clubpilates.com	05/26/17	3	$125,000	1	12 Route 9 North	Marlboro	NJ	7751	732-984-9696	11/26/17	2
			7060	1511														05/26/18	
			7060	1512														11/26/18	
111	Red Bank	NJ	7149	1513	Laden	Gary	(347) 678-4141	Gary.Laden @clubpilates.com	05/26/17	3	$125,000	1	1377 Route 35	Middletown	NJ	7748	732-639-1046	11/26/17	2
			7149	1514														05/26/18	
			7149	1515														11/26/18	
112	New Jersey	NJ	7241	1516	Spidare	Todd & Karen	(513) 254-8407	Todd.Spidare @clubpilates.com	06/15/17	3	$125,000	2	100 Reaville Ave., Unit #5	Flemington	NJ	8822	908-483-7888	12/15/17	1
			7241	1517									334 Chimney Rock Rd.,					06/15/18	
			7241	1518														12/15/18	
			7241	1389														12/15/18	

113	San Antonio	TX	7246	1519	Stephens	Michelle	(512) 563-8040	Michelle.Stephens @clubpilates.com	06/15/17	3	$125,000	1	1150 N. Loop 1604 W., Suite 140	San Antonio	TX	78248	0	12/15/17	2
			7246	1520														06/15/18	
			7246	1521														12/15/18	
114	Charleston	SC	7086	1525	Garrett	Jim / Patty	(603) 491-7240	Jim.Garrett @clubpilates.com	06/19/17	6	$210,000	3	9512 Dorchester Rd, Suite 150	Sumerville	SC	29485	843-800-8990	06/19/18	3
			7086	1524									1739 Maybank Hwy, Suite L	Charleston	SC	29412	843-800-8986	12/19/17	
			7086	1526										Mt Pleasant	SC	29464	0	12/19/18	
			7086	1527														06/19/19	
			7086	1528														12/19/19	
			7086	1529														06/19/20	
115	Winchester	MA	7062	1533	Day	Tim	(857) 488-0989	Tim.Day @clubpilates.com	06/20/17	2	$99,000	-						12/20/17	2
			7062	1534														06/20/18	

116	Phoenix	AZ	7110	1535	Hansen	Peter	(218) 349-9728	Peter.Hansen @clubpilates.com	06/27/17	3	$125,000	3	3130 N. Recker Road Suite 103	Mesa	AZ	85215	480-562-3501	12/27/17	-
			7110	1536														06/27/18	
			7110	1388									2122 East Baseline Rd, Ste 3	Mesa	AZ	85204	480-795-5916	12/26/18	
117	Seattle	WA	7231	1543	Shah	Vishrut		Vishrut.Shah @clubpilates.com	07/21/17	3	$125,000	2	2601 76th Ave SE	Mercer Island	WA	98040	(206) 227-4343	01/21/18	1
			7231	1544									213 Park Lane					07/21/18	
			7231	1545														01/21/19	
118	Greenville	SC	7194	1546	Patterson / Cole	John / Daniel		John.Patterson @clubpilates.com	07/26/17	3	$125,000	1	2107 Augusta St	Greenville	SC	29605	864-469-2330	01/26/18	2
			7194	1547														07/26/18	
			7194	1548														01/26/19	
119	Virginia Beach	VA	7069	1530	Dunn	Ray	(757) 449-0434	Ray.Dunn @clubpilates.com	07/28/17	3	$125,000	1	237 Hanbury Rd. East, Suite 12					01/28/18	2
			7069	1532														07/28/18	
			7069	1551														01/28/19	

120	North Dallas	TX	7083	1552	Furniss	Mike	(734) 634-5979	Mike.Furniss @clubpilates.com	07/28/17	3	$125,000	1	3301 N Goliad St. Suite 103	Rockwall	TX	75087		12/28/17	2
			7083	1553														07/28/18	
			7083	1554														12/28/18	
121	Bethesda	MD	7092	1555	Goldberg	Sue / Phil		Sue.Goldberg @clubpilates.com	07/28/17	3	$125,000	1	4959 Elm Street,	Bethesada	MD	20814	301-541-8807	01/28/18	2
			7092	1556														12/28/17	
			7092	1557														07/28/18	
122	DFW	TX	7125	1558	Howard	Kendall	(806) 438. 0840	Kendall.Howard @clubpilates.com	07/28/17	6	$210,000	2	821 E Lamar Blvd					12/28/17	4
			7125	1559														05/28/18	
			7125	1560									3220 Teasley					10/28/18	
			7125	1561														03/28/19	
			7125	1562														08/28/19	
			7125	1563														01/28/20	
123	Ridgefield	CT	7077	1566	Fay	Ken & Jennifer	(203) 253-3980	Ken.Fay @clubpilates.com	08/09/17	3	$125,000	1	85 Mill Plain Rd V1	Fairfield	CT	6824	(203) 659-0090	02/09/18	2
			7077	1567														08/09/18	

			7077	1568													02/09/19	
124	DFW & Santa Barbara	TX/ CA	7261	1570	Tortolani	Cynthia	214. 558. 1075	Cynthia.Tortolani @clubpilates.com	08/09/17	3	$125,000	1	3951 State Street	Santa Barbara	CA	93105	805- 618- 1012	02/09/18	2
			7261	1571														08/09/18	
			7261	1569														02/09/19	
125	Manhattan	NY	7290	1572	Yang / Barletta	John / Renee		John.Yang @clubpilates.com	08/09/17	2	$99,000	-						02/09/18	2
			7290	1573														08/09/18	
126	Dayton	OH	7234	1577	Shumway	Jeff & Lisa	(937) 545- 5114	Jeff.Shumway @clubpilates.com	08/15/17	3	$125,000	1	2451 Lakeview Dr., Ste. 104	Beavercreek	OH	45431	(937) 365- 2929	02/15/18	2
			7234	1578														08/15/18	
			7234	1579														02/15/19	
127	Central NJ	NJ	7105	1580	Guirguess	David	(201) 341- 9001	David.Guirguess @clubpilates.com	08/17/17	3	$125,000	-						02/17/18	3
			7105	1581														08/17/18	
			7105	1582														02/17/19	

128	Pittsburgh	PA	7129	1584	Johansen	Trey & Christina	(412) 992-7641	Trey.Johansen @clubpilates.com	08/17/17	3	$125,000	2	8013 McKnight Rd, 200B	Pittsburg	PA	15237	412. 278. 7435	02/17/18	1
			7129	1583														08/17/18	
			7129	1585														02/17/19	
129	Billings	MT	7143	1586	Koeplin	David & Kristin	(406) 579-2237	David.Koeplin @clubpilates.com	08/24/17	5	$175,000	1	7901 NE 6th Ave., Suite 109					06/24/18	4
			7143	1587														11/24/18	
			7143	1588														04/24/19	
			7143	1589														09/24/19	
			7143	1590														01/24/18	
130	Rockville	MD	7252	1592	Swingler	Kevin	(301) 379-3998	Kevin.Swingler @clubpilates.com	08/28/17	3	$125,000	1	18119 Town Center Drive					02/28/18	2
			7251	1591														08/28/18	
			7251	1593														02/28/19	
131	Atlanta	GA	7209	1601	Rebala	Sekhar		Sekhar.Rebala @clubpilates.com	08/31/17	3	$125,000	-						02/28/18	3
			7209	1602														08/31/18	
			7209	1603														02/28/19	

132	Colorado	CO	7044	1607	Cavanaugh	Josh & Elizabeth	303-915-2372	Josh.Cavanaugh @clubpilates. com		4	$210,000	1	5935 Dublin Blvd.	Colorado Springs	CO	80923		02/15/18	3
			7044	1608														07/15/18	
			7044	1609														12/15/18	
			7044	1610														05/15/19	
133	Oklahoma City	OK	7055	1613	Creecy	David & Janelle	(405) 370-7538	David.Creecy @clubpilates.com	09/15/17	3	$125,000	2	7550 N. May Ave., #100	Oklahoma City	OK	73116	405-607-3355	03/15/18	1
			7055	1614									15124 Lleyton Court, Ste. 105	Edmond	OK	73013		09/15/18	
			7055	1615														03/15/19	
134	Carmel/ Central CA	CA	7080	1690	Foster	Michele & Dale	(310) 373-2292	Michele.Foster @clubpilates.com		2	$125,000	-						02/22/19	2
			7080	1691														08/24/18	
135	West Boston	MA	7031	1663	Bruce	Jeff / Michaela	(508) 981-8181	michaela.bruce @clubpilates.com	12/22/2017	6	$210,000	1					0	05/22/18	5
			7031	1664														10/22/18	
			7031	1665														03/22/19	

			7031	1666														08/22/19	
			7031	1667														01/22/20	
			7031	1668														06/22/20	
136	New York	NY	7042	1680	Cavallo	Jason/Darin	(917) 698-2739	jason.cavallo @clubpilates.com	01/25/18	3	$125,000	-						06/25/18	3
			7042	1681														12/25/18	
			7042	1682														06/25/19	
137	Atlanta	GA	7065	1631	Devos	Jack / Teresa	(404) 824-7229	teresa.devos @clubpilates.com	10/23/17	3	$125,000	1	5552- B Chamblee Dunwoody RD	Dunwoody	GA	30338	770-573-0241	04/24/18	2
			7065	1632													770-573-0241	10/24/18	
			7065	1633														10/24/18	
138	Ft Collins	CO	7070	1623	Durand	Jordan	(970) 381-3736	jordan.durand @clubpilates.com	10/2/2017	2	$99,000	2	244 North College Ave Suite 125	Fort Collins	CO	80524	970-300-9707	04/03/18	-
			7070	1624									2720 Council Tree Avenue, Suite 102	Fort Collins	CO	80525	970-999-0150	10/03/18	

139	Brooklyn	NY	7091	1352	Gevinski	Sarah	(646) 425-8244	sarah.gevinski @clubpilates.com	11/30/16	4	$165,000	1	30 E Main St					05/30/18	3
			7091	1650														11/30/18	
			7091	1651														05/30/19	
			7091	1652														11/30/19	
			7091	1653														11/30/19	
140	Columbus	OH	7173	1694	McTigue	Caitlin	(614) 832-5985	caitlin.mctigue @clubpilates.com	02/06/18	3	$125,000	-						08/08/18	3
			7173	1695														02/07/19	
			7173	1696														08/09/19	
141	Cave Creek	AZ	7202	1497	Pickens	Kim	(602) 790-0769	kim.pickens @clubpilates.com	05/23/17	3	$125,000	1	31313 N Scottsdale Rd.	Scottsdale	AZ	85266	480-900-7278	11/23/17	2
			7202	1671														06/28/18	
			7202	1672														12/28/18	
142	Long Island	NJ	7213	1643	Rosenbluth	Allen & Pamela	(516) 432-7704	pamela.rosenbluth @clubpilates.com	11/13/17	3	$125,000	1	3197 Long Beach Rd.					05/13/18	2
			7213	1644														11/13/18	
			7213	1645														05/13/19	

143	Long Beach	CA	7214	1351	Rubin	Michael & Alyssa	(562) 754-4204	Michael.Rubin @clubpilates.com	11/29/16	2	$99,000	1	5939 E. Spring Street,					04/20/18	1
			7214	1630														10/20/18	
144	Avon	OH	7222	1656	Sapitro	Jim & Dianne	(440) 665-7941	jim.sapitro @clubpilates.com	11/15/17	6	$210,000	1						05/15/18	5
			7222	1657									4223 East Royalton Rd					10/15/18	
			7222	1658														03/15/19	
			7222	1659														08/15/20	
			7222	1673														01/15/21	
			7222	1678														06/15/21	
145	Ann Arbor	MI	7272	1178	Vogel	Nick	(989) 992-8422	nick.vogel @clubpilates.com	06/28/16	2	$99,000	1	3372 Washtenaw Ave	Ann Arbor	MI	48104	734. 887. 1938	02/24/19	1
			7272	1697														08/26/19	
			7272	1698														08/26/19	
146	Miami- Ft. Lauderdale	FL	7277	1683	Wance/Caneppa/ Cazzani/ Morais	Felipe/Felipe/ Fabian/guilherme	(954) 544-0609	felipe.wance @clubpilates.com	01/30/18	3	$125,000	-						12/28/18	3
			7277	1684														06/28/19	
			7277	1685														12/28/19	

147			7289	1091	Wynkoop	Dan	(503) 720-9556	dan.wynkoop @clubpilates.com	12/22/15	3	$125,000	2	12305 SW Horizon Blvd Suite J207	Beaverton	OR	97007	(503) 605-1453	06/22/16	1
			7289	1202									21370 SW Langer Pkwy. Ste.14 4	Sherwood	OR	97140	503-352-4543	01/28/17	
			7289	1744														11/30/18	
***148**	DC	DC	7017	1713	Beale	Will	202-868-1545	will.beale @clubpilates.com	03/29/18	3	$125,000	-						09/29/18	3
			7017	1714														02/28/19	
			7017	1715														08/29/19	
149	Fresno	CA	7058	1594	Danzig		248-561-1641	dan.danzig @clubpilates.com	04/05/18	3	$125,000	-						09/05/18	3
			7058	1595														05/05/19	
			7058	1596														11/05/19	
150	Long Island		7061	1724	Davis/ Stalek	Martin/ Rebecca		martin.davis @clubpilates.com	05/11/18	3	$125,000	-						11/11/18	3
			7061	1725														05/11/19	
			7061	1726														11/11/19	

151	Jacksonville	FL	7071	1705	Durbin	Josh & Elizabeth	(843) 408-1675	josh.durbin @clubpilates.com	03/02/18	3	$125,000	-						09/03/18	3
			7071	1706														02/03/19	
			7071	1707														08/03/19	
152	Long Island	NY	7095	1597	Goldstein	David	516-527-4040	david.goldstein @clubpilates.com	04/05/18	3	$125,000	-						10/02/18	3
			7095	1598														04/05/19	
			7095	1599														10/05/19	
153	Houston	TX	7265	1721	Uffelman	Brian	281-630-3484	brian.uffelman @clubpilates.com	05/03/18	3	$125,000	-						11/02/18	3
			7265	1722														11/03/19	
			7265	1723														11/03/20	
154	Lexington		7170	1716	McCarter		(859)-552-8055	rob.mccarter @clubpilates.com	05/31/18	2	$99,000	-						09/30/18	2
			7170	1738														03/30/19	
155	Indianapolis	IN	7259	1711	Thorpe	Ralph/Julie	(317) 696-4600	ralph.thorpe @clubpilates.com	03/02/18	2	$99,000	-						09/02/18	2
			7259	1712														09/29/18	
156	Arkansas	AK	7254	1727	Teater/Neblett	Bryce		bryce.teater @clubpilates.com	05/21/18	6	$210,000	-						10/21/18	6
			7254	1728														03/21/19	
			72	17														08/2	
			54	29														1/19	

		7254	1730														01/21/20		
		7254	1731														06/21/20		
		7254	1732														09/21/20		
157	Denver	CO	7268	1741	Van Horn	Erik	605-645-1465	erik.vanhorn@clubpilates.com	05/31/18	3	$125,000	-						11/30/18	3
			7268	1742														05/31/19	
			7268	1743														11/30/19	

(d)

1. Pursuant to the terms of that certain Asset Purchase Agreement (the "AKT Purchase Agreement") between AKT Franchise, LLC (the "Licensor"), AKT inMotion Inc., (the "Licensee") and certain other parties thereto, Licensor licenses its intellectual property to the Licensee (which was purchased by the Licensor from the Licensee pursuant to the Purchase Agreement) for Licensee to use in its operation of "AKT" studios. Such arrangement will remain in place until the Licensor and the Licensee enter separate written Franchise Agreements (collectively this disclosure is referred to herein as the "License Arrangement").

2. Pursuant to the terms of that certain Asset Purchase Agreement (the "Row House Purchase Agreement") dated December 8, 2017 between Row House Franchise, LLC (the "Row House Licensor"), Row House Holdings, Inc., (the "Row House Licensee") and certain other parties thereto, the Row House Licensor licenses its intellectual property to the Row House Licensee (which was purchased by the Row House Licensor from Row House Licensee pursuant to the Row House Purchase Agreement) for Row House Licensee to use in its operation of "Row House" studios. Such arrangement will remain in place until the Row House Licensor and Row House Licensee enter separate written Franchise Agreements (collectively this disclosure is referred to herein as the "Row House License Arrangement").

3. Pursuant to the terms of that certain Asset Purchase Agreement (the "Stretch Lab Purchase Agreement") dated November 15, 2017 between Stretch Lab Franchise, LLC (the "Stretch Lab Licensor"), Stretch Lab, LLC (the "Stretch Lab Licensee") and certain other parties thereto, the Stretch Lab Licensor licenses its intellectual property to the Stretch Lab Licensee (which was purchased by the Stretch Lab Licensor from Stretch Lab Licensee pursuant to the Stretch Lab Purchase Agreement) for Stretch Lab Licensee to use in its operation of "Stretch Lab" studios. Such arrangement will remain in place until the Stretch Lab Licensor and Stretch Lab Licensee enter separate written Franchise Agreements (collectively this disclosure is referred to herein as the "Stretch Lab License Arrangement").

4. Pursuant to the terms of that certain Asset Purchase Agreement (the "Yoga Six Purchase Agreement") dated July 26, 2018 between Yoga Six Franchise, LLC (the "Yoga Six Licensor"), and Yoga 6 Company, LLC (the "Yoga Six Licensee") Yoga Six Licensor licenses its intellectual property to the Yoga Six Licensee (which was purchased by the Yoga Six Licensor from the Yoga Six Licensee pursuant to the Purchase Agreement) for Yoga Six Licensee to use in its operation of "Yoga Six" studios. Such arrangement will remain in place until the Yoga Six Licensor and the Yoga Six Licensee enter separate written Franchise Agreements (collectively this disclosure is referred to herein as the "Yoga Six License Arrangement").

Pure Barre

5. PB Franchising, LLC Franchise Disclosure Document, Issuance Date: October 2012
6. PB Franchising, LLC Franchise Disclosure Document, Issuance Date: March 27, 2013
7. PB Franchising, LLC Franchise Disclosure Document, Issuance Date: March 26, 2014
8. PB Franchising, LLC Franchise Disclosure Document, Issuance Date: March 18, 2015

9. PB Franchising, LLC Franchise Disclosure Document, Issuance Date: March 18, 2015, as amended May 7, 2015
10. Disclosure Document of PB Franchising, LLC [Canada], Issuance Date: May 9, 2014
11. Statement of Material Change to the Disclosure Document of PB Franchising, LLC [Canada] dated May 9, 2014, Issuance Date: September 4, 2014.

(e)

As of the Closing Date, no Franchise Agreements have been signed for FCF.

As of the Closing Date, LBF Franchise Agreements and S415 Franchise Agreements have been granted to the following franchisees:

LBF

Robert Palazzi and Diane Palazzi
Business Entity: Diane Palazzi One, LLC
Agreement: LBF Franchise Agreement_LBF_Diane Palazzi One, LLC_Eff. 06/26/17
Territory: Northern New Jersey
Address: 59 May Dr., Chatham, NJ 07928
Phone: (973) 408-9019

Carl Kirkham Peacock and Pamela J. Tanase
Business Entity: N/A
Agreement: LBF Franchise Agreement_LBF_C.Peacock&P.Tanase_Eff. 4/20/17
Territory: Los Angeles, CA
Address: 220 Salido del Sol, Santa Barbara, CA 93109
Phone: (805) 455-5983

Daniel S. van Zeyl
Business Entity: N/A
Agreement: LBF Franchise Agreement_LBF_D.vanZeyl_Eff. 12/28/16
Territory: Miami, FL
Address: 950 Brickell Bay Dr., Unit 510 Miami, FL 33131
Phone: (305) 753-7434

Lezlie A. Snoozy-Kaitfors and Michael B. Kaitfors
Business Entity: N/A
Agreement: LBF Franchise Agreement_LBF_L.Snoozy-Kaitfors&M.Kaitfors_Eff. 1/20/17
Territory: Phoenix, AZ
Address: 2407 N. 3rd St., Spearfish, SD 57783
Phone: (605) 641-0433

Venkat Sunil Mentreddi
Business Entity: N/A
Agreement: LBF Franchise Agreement_LBF_V.Mentreddi_Eff. 7/28/17

Territory: Dallas-Fort Worth, TX
Address: 4140 Newton Ave., Unit 5 Dallas, TX 75219
Phone: (251) 458-9698

S415

Jane K. Fletcher
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_J.Fletcher_Eff. 09/08/17
Territory: Denver, CO
Address: 1169 South York Street, Denver, CO 80210
Phone: (303) 284-6739

Megan E. Lawler and Timothy G. Lawler
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_M.Lawler & T.Lawler_Eff. 09/11/17
Territory: Denver, CO
Address: 3341 Vrain Street, Denver, CO 80212
Phone: (708) 334-7108

Margaux P. Chandler and William R. Chandler
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_M.Chandler & W.Chandler_Eff. 09/12/2017
Territory: Milwaukee, WI
Address: 1622 N. Richmond Street, Chicago, IL 60647
Phone: None provided

Craig A. Brummell and Marta R. Brummell
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_C.Brummell & M.Brummell_Eff. 09/12/2017
Territory: Denver, CO
Address: 2709 Twixwood Lane, South Bend, IN 46617
Phone: (574) 286-9026

Corey Goldberg, Sara Goldberg, and Domenic V. Poeta
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_C.Goldberg, S.Goldberg, & D.Poeta_Eff. 09-12-2017
Territory: Milwaukee, WI
Address: 1350 Bayberry Lane, Deerfield, IL 60015
Phone: (847) 912-1289

David Jones and Kathleen Jones
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_D.Jones & K.Jones_Eff. 9/25/17
Territory: Louisville, KY

Address: 516 Saddle Ridge Dr. Knoxville, TN 37934
Phone: (865) 567-1163

Bradley Howard & Joy Howard
Business Entity: N/A
Agreements (2): S415 Franchise Agreement_S415_B.Howard & J.Howard_Eff. 09/25/2017
S415 Franchise Agreement_S415_B.Howard & J.Howard_Eff. 09/25/2017* *(Opening Deadline for this Franchise Agreement modified to 03/19/2019)
Territory: Greenville, SC
Address: 223 Lakefront Rd., Townville, SC 29689
Phone: (864) 420-3493

Katie Blickhan, Scott Blickhan, Chad Hemminger, Sara Wortman
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_K.Blickhan S.Blickhan C.Hemminger S.Wortman_Eff.09/28/2017)
Territory: Columbus, OH
Address: 7749 Mellacent Dr., Columbus, OH 43235
Phone: (614) 769-1728

Jim Murrin
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_J.Murrin_Eff.09/29/2017
Territory: Orlando, FL
Address: 541 N Brainard Ave., La Grange, IL 60526
Phone: (773) 551-6597

Hall Pass Fit, LLC – Jeff Hall
Business Entity: Hall Pass Fit, LLC
Agreement: S415 Franchise Agreement_S415_Hall Pass Fit, LLC_Eff. 10/28/2017
Territory: Memphis, TN
Address: 717 Riverside Drive, Unit 1509, Memphis, TN 38103
Phone: (901) 335-1292

Shaunda Chin-Bonds
Business Entity: N/A/
Agreement: S415 Franchise Agreement_S415_S.Chin-Bons_Eff.10/31/2017
Territory: Detroit, MI
Address: 22628 Lilly Pad Lane, Frankfort, IL 60423
Phone: (312) 285-7761

Giovanni De Choudens & Lilliam Cordero
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_G.DeChoudens & L.Cordero_Eff. 12/27/2017

Territory: San Francisco, CA
Address: 762 Liquidamber Pl. Danville, CA 94506
Phone: (479) 366-2261

Adria Swindle, Jeff Swindle, Christopher Cocke & Marty Olsen
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_A.Swinlde J.Swindle C.Cocke. M.Olsen_Eff.02/05/2018
Territory: Salt Lake City, UT
Address: 1389 Harvard Ave., Salt Lake City, UT 84105
Phone: (801) 897-3777

Jennifer Coopman, Katie Horner, Scott Thompson
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_J. Coopman K.Horner S.Thompson_Eff. 02/05/2018
Territory: Madison, WI
Address: 531 Jo Ann Ct., Sun Prairie, WI 53590
Phone: (262) 749-0426

Salil Bhatnagar
Business Entity: N/A
Agreement: S415 Franchise Agreement_S415_S.Bhatnagar_Eff.02/22/2018
Territory: Northern VA
Address: 22354 N. Greenmeadow Drive, Kildeer, IL 60047
Phone: (312) 420-0105

CycleBar:

1. All Franchise Agreements have 7% royalty rate and minimum royalty of $250 per week (provided, that the royalty rate with respect to Spynergy, LLC will increase from 0% to 4% if sold within 90 days, or 7% if not sold in 90 days from the Closing.
2. CB Kenwood increase in royalty rate from 0% to 7%, with90-day grace period from the Closing.
3. All franchise agreements have up to 2% marketing fund
4. All franchise agreements have 10-year renewal

Agreement Date	Franchisee Name	Market Purchased	#Units	Franchisee Entity Name	Address	City	State	ZIP	Telephone
26-Feb-15	Douglas A. Dolenc & Mindy R.	Indianapolis, IN	1	M.D. Dolenc Enterprise Inc.	2661 Old Vines Dr	Westfield	IN	46074	248-709-0204

	Dolenc								
5-Mar-15	Shirelle & Joel Vilmenay	New Orleans, LA	3	Crescent City Cycle, LLC	671 Arabell a Street	New Orleans	LA	70115	(703) 477-9501
5-Mar-15	Patrick & Anna Walsh	Denver, CO	1	RYR Colorado, LLC	2271 South Joyce Street	Lakewood	CO	80228	303-717-7708
5-Mar-15	Dan Murphy	Dallas-Fort Worth, TX	4	JCN Corporation	3305 Cotton wood Drive	Flower Mound	TX	75028	(617) 413-9080
13-Mar-15	David Schay and Haley Arthur	Memphis, TN	1	N/A	2394 Cedar Dale Drive	Germantown	TN	38139	901-491-3838
27-Mar-15	Dave Bridges	Detroit, MI	1	N/A	37722 Southampton	Livonia	MI	48154	248-229-1731
30-Mar-15	Susan Grant	Chicago, IL	1	Fit Lilly LLC	725 S. Kensington Ave	LaGrange	IL	60525	(317) 354-6990
25-Mar-15	Marc & Lisa Palmer	Charlotte, NC	3	Charlotte Cycle, Inc.	1401 Funny Cide Drive	Waxhaw	NC	28173	(314) 403-6068
31-Mar-15	Kevin & Sharon Thompson	Nashville, TN	1	Sharon Elizabeth, LLC	265 Stanley Park Lane	Franklin	TN	37069	(615) 268-3540
2-Apr-15	Claire & Sheila Hayes	Newport, RI	1	N/A	11 Daniel Street	Newport	RI	02840	(401) 662-2232
3-Apr-15	Peter DeLuca	Boston, MA	1	N/A	82 Prospect Hill Drive	Weymouth	MA	02191	617-842-6178
6-Apr-15	Craig & Marilyn	Minneapolis, MN	1	Holm Family	2166 Highlan	Hastings	MN	55033	651-492-

	Holm			Holdings, LLC	d Dr.				8662
6-Apr-15	Joe Rothchild	Houston, TX	3	MacPherson Rothchild I, LLC	3010 Ginter Lane	Katy	TX	77494	713-857-0567
9-Apr-15	Eric & Debbie Huffine	Indianapolis, IN	1	Deep Enterprises, LLC	7203 Lakeside Woods Drive	Indiana polis	IN	46278	317-697-2692
9-Apr-15	Shelby Faubion & James Moller	Dallas-Fort Worth, TX	1	Finition, Inc	2341 Maidens Castle Drive	Lewisville	TX	75056	214-417-6356
10-Apr-15	Yvonne Denslow & Ken & Heather Gotaas	Denver, CO	1	Affinity Cycle, Inc	4726 Bluegate Drive	Highlands Ranch	CO	80130	(303) 709-3376
16-Apr-15	Bryan Lively and Annie & Nick Monigold	Detroit, MI	3	N/A	1527 Traceky Drive	Rochester Hills MI	MI	48306	248-705-3956
7-Apr-15	Gary Dellovade	Pittsburgh, PA	1	N/A	916 Valleyview Rd	Pittsburgh	PA	15243	412-260-3237
20-Apr-15	Eric Skoloff & Keith Boettiger	Greenville, SC	1	Cycle Syndicate, LLC	14 Ridgeland Dr.	Greenville	SC	29601	864-979-1200
27-Apr-15	Joseph Purton	Cleveland, OH	1	Lucky Star Holdings, Inc.	2643 Kerwick Rd.	University Heights	OH	44118	(216) 308-4411
23-Apr-15	A. David Davis (Jake Davis,	Los Angeles/Phoenix	8	MdG Partners LLC	8125 Brill Road	Cincinnati OH	OH	45243	(513) 702-1717

	Jon Krumdieck)								
29-Apr-15	Bill McComb & Peter Wolf	Tampa, Orlando	12	CICLO Management, LLC	1124 North Lakeshore Dr	Sarasota	FL	34231	(941)504-4462
6-May-15	Joe & Mary Laurie Cece	Raleigh, NC	3	N/A	3417 Birk Bluff Court	Cary	NC	27518	919-345-7388
7-May-15	Rod Reyes	Phoenix, AZ	2	CB Chandler, LLC	3551 Cactus Gulch Way	Las Cruces	NM	88011	(575)636-4522
12-May-15	Julie Pfaff & Michelle Denny (Morris)	San Jose, CA	1	JM Power Group Inc.	1551 Brenner Way	San Jose	CA	95118	(408)266-7479
22-Dec-15	Marc Krasner	Denver, CO	1	Spin City Colorado, LLC	7998 E 25th Ave.	Denver	CO	80238	(720)635-6537
26-May-15	Heather Sommers	Carmel, CA	1	Heather Sommers, LLC	18871 Hidden Lakes Lane	Acampo	CA	95220	209-598-2800
15-May-15	Mark Schneider	Minneapolis, MN	1	N/A	3430 Oakton Drive	Minnetonka	MN	55305	612 716-2364
26-May-15	Gregorio & Maria Serrata	Las Vegas, NV	1	Serrata, LLC	12116 Vista Linda Ave	Las Vegas	NV	89138	801-913-9610
28-May-15	David Eichelberger	Columbus, OH	1	DCL Fitness, Inc.	5952 Lower Bremo Lane	New Albany	OH	43054	614.571.9658
2-Jun-15	Jeff DeLorme	**A**tlanta, GA	1	N/A	2897 Stone Brook Park NE	Atlanta	GA	30319	617-281-9877

5-Jun-15	Gary & Laura Stinnett & Rick and Linda Algea	San Antonio, TX	1	Rick's & Stick's Cycle Corp.	77 Champions Run	San Antonio	TX	78258	210-669-2139
9-Jun-15	Cindi King, Julie Kertzman, Stacey Agoustari	San Francisco, CA	1	JSC Ventures, Inc	100 Sycamore Avenue	Mill Valley	CA	94941	415-613-3013
26-May-15	Amy Snow	Columbus, OH	1	Amy Snow Enterprise, Inc.	5760 Whitecraigs Ct.	Dublin	OH	43017	614 354 3293
10-Jun-15	Ken Stuttaford	Orange County, CA	1	Seaside Clean Living, Inc.	310 Lake Street Unit 112	Huntington Beach	CA	92648	(949)981-4651
15-Jun-15	K. Greg Jackson and Gladys Jackson	Atlanta, GA	1	Simjah Inc	5495 Copper Creek Pass	Cumming	GA	30040	(571)287-0086
16-Jun-15	Suzanne and Bryn Wells, Jean and Mark Wells	Miami, FL	1	Ohana Fitness, Inc.	19366 sw 14 st	Pembroke Pines	FL	33029	(954)551-9032
17-Jun-15	Michelle & Brad Elder	Lubbock, TX	1	MicheHill, LLC	9001 Juneau Avenue	Lubbock	TX	79424	(707)631-6110
18-Jun-15	Christie Meyers	Raleigh, NC	2	CB Raleigh, LLC	112 Beacon Falls Ct	Cary	NC	27519	(919)816-7474
9-May-16									

18-Jun-15	Dan Lorenz, John Ghabra and Sean O'Conn or	Washington DC	1	7 Knots LLC	715 6th st. NW	Washington	DC	20001	(703)963-6320
22-Jun-15	McLean Coble & David Noffsinger	Houston, TX	2	Ionic Capital Partners, LLC	3315 Wrangler Sky Ct	Katy	TX	77494	(281)750-1780
22-Jun-15	Chris & Casey Bushey	Virginia Beach, VA	1	N/A	2237 Childeric Road	Virginia Beach	VA	23456	757-241-1260
29-Jun-15	Jackie & Michael Benson	Chicago, IL	1	N/A	731 Fair Oaks Ave	Oak Park	IL	60302	(312)343-1570
30-Jun-15	Paul and Patrice Hulseman	Chicago, IL	1	13HKC Inc	120 Evergreen Lane	Winnetka	IL	60093	(847)867-9322
30-Jun-15	John & Marina Ryan	Northern VA	1	Ryan Ventures, Inc.	16503 Boatswain Circle	Woodbridge	VA	22191	(703)477-7653
2-Jul-15	Zach Pettus & Jean Nitchals	Minneapolis, MN	1	Alpha Team Holdings, LLC	2836 Colfax Ave, #343	Minneapolis	MN	55401	612-735-8775
13-Jul-17	Zach Pettus, Jean Nitchals, Paul Jevnick & Jennifer Rondest vedt	Minneapolis, MN	1	NORTH FITNESS HOLDINGS LLC	2836 Colfax Ave, #343	Minneapolis	MN	55401	612-735-8775

15-Jul-15	Brad Spivey and Trish Harrison	Nashville, TN	3	N/A	3725 Woodmont Blvd	Nashville	TN	37215	423-748-0131
17-Jul-15	Ken & Eileen Plotkin	Long Island, NY	1	Elite Enterprises of NY, Incorporated	76 Wildwood Drive	Dix Hills	NY	11746	631-586-8303
15-Jul-15	Jeff Wayne	Detroit, MI	3	CB Michigan, LLC	4446 Middles boro	Clarkston	MI	48348	248-408-5600
23-Jul-15	Robert “Bob” Wexler	Philadelphia, PA	1	N/A	1723 Sylvan Lane	Gladwyne	PA	19035	(610) 710-5243
27-Jul-15	Rob Janda	Phoenix, AZ	2	N/A	9450 W Cabela Dr, Apt 2328	Glendale	AZ	85305	(630) 207-0409
27-Jul-15	Teresa & Michael Campbe ll, Carly & John Weyand	Dallas-Fort Worth, TX	1	Ever Heard of It? LLC	2920 River Forest Dr	Fort Worth	TX	76116	(281) 414-2381
22-Jul-15	Cyril Hertz	Chicago, IL	1	Sloboda, Inc.	107 Bailey Circle	Kennett Square	PA	19348	484-354-6132
31-Jul-15	Joe Bonidy	Pittsburgh, PA	1	N/A	131 Crofton Drive	Pittsburgh	PA	15238	(412) 612-0883
6-Aug-15	Tosten Schermer & Bob and Catherine Lee	Charleston, SC & Charlotte, NC	4	ScherLee UBike, LLC	7205 Piper Point Lane	Charlotte	NC	28277	704-907-1000
11-Aug-15	Jeff Cohen	Philadelphia, PA	1	JBJ Exton Investments, LLC	71 Fairfield Lane	Chester Springs	PA	19425	610-256-4270

18-Aug-15	Pedro Trujillo & Jodi Johnson	Northern NJ	1	PTSS9010, Inc.	112 Spruce lane	North Haledon	NJ	07508	201-414-1193
20-Aug-15	Christine Wallin & Andrew Aiello	San Diego, CA	1	AGCM Enterprises	1669 Tabletop Way	Encinitas CA	CA	92024	(949)293-5396
27-Aug-15	Kristin & Kelly Allen	Oklahoma City, OK	1	K & K Cycling, LLC	2016 Worthington Lane	Edmond	OK	73013	405-824-7832
28-Aug-15	Katie & Rob Knowles	Hilton Head, SC	1	LBSC, LLC	15 Jarvis Creek Court	Hilton Head	SC	29926	(917)406-3634
28-Aug-15	Justin Beck, Jack Weston, Scott Weiss	Cincinnati, OH	2	J2 Fitness, LLC	Jack: 1335 Pendleton St	Cincinnati	OH	45202	513-290-0056
1-Sep-15	Donna Suro & Libbie Crane	Richmond, VA	1	LiquiD RVA, LLC	1 Ridge Road South	Richmond	VA	23229	(804)387-0035
10-Sep-15	Don Dasher & Lisa Hazen	San Jose, CA	3	N/A	21151 Deepwell Ct	Saratoga	CA	95070	(408)741-8233
11-Sep-15	Rafael Ponce	Seattle, WA	1	MV Fitness, LLC	3818 Corliss Ave N	Seattle	WA	98103	206.972.9628
11-Sep-15	Joelle Bouhadana,	Miami, FL	1	CYCLE26, LLC	1281 South 13 Avenue	Hollywood	FL	33019	(954)600-9896

27-Nov-15	Joseph Bouhadana, Motty Klainbaum, Danny Schactel, Mike Shalom	Miami, FL	9	SFL Cycle, LLC	1150 Hatteras Lane	Hollywood	FL	330 19	(786)395-8852
14-Sep-15	Curt Buttiker	Houston, TX	1	313 Fitness, LLC	35 S.Sage Sparrow Circle	The Woodlands	TX	773 89	(330)421-1016
15-Sep-15	Steve Braverman	Northern NJ	2	BraveRide I, LLC & BraveRide II, LLC	50 Jean Drive	Englewood Cliffs	NJ	076 32	(201)696-7441
22-Sep-15	Charlotte Jones- Burton & Delvin Burton	Northern NJ	1	Burton Inspires LLC	50 Valley Wood Drive	Somerset	NJ	088 73	[NONE]
22-Sep-15	Lauren & Scott Schroeder	Milwaukee, WI	1	Schroeder Enterprises LLC	7850 N.Club Circle	Milwaukee	WI	532 17	(414)690-1789
24-Sep-15	Chris McIntyre	Kansas City, KS	1	cMc Enterprise	3901 N. Mulberry Drive, Apt. 1112	Kansas City	MO	641 16	(816)808-1633
25-Sep-15	Marcus Capone, Mike Murphy & Steve Nichols	Dallas-Fort Worth, TX	2	Eminence3 Holdings, LLC	1405 Bentley Court	Southlake	TX	760 92	757-816-6104
29-Sep-15	Kim Hoss & Frances Clark	Jupiter, FL	2	N/A	270 Caravelle Drive	Jupiter	FL	334 59	561-629-2267

30-Sep-15	John & Renee Duncan	Long Island, NY	1	JRD Jumping Corp.	23 Vassar Place	Rockville Centre	NY	11570	(516)524-0052
1-Oct-15	Jonathan Bernard & Dan Kruse	Pittsburgh, PA	1	TES Solutions LLC	199 Paradise Road	Industry	PA	15052	
6-Oct-15	Leslie Anderson	Hattiesburg, MS	1	Anderson Holdings, Inc.	11109 Channelside Drive	Gulfport	MS	39503	(228)341-4524
9-Oct-15	Patty Harte	Salt Lake City, UT	3	N/A	850 Donner Way Apt 503	Salt Lake City	UT	84108	801-949-0026
12-Oct-15	Robert “Bob” Franzetta	San Diego, CA	1	JMT Fitness Hillcrest, Inc.	1922 Mission Cliff Drive	San Diego	CA	92116	858-952-8816
19-Oct-15	Lee Oesterling & Kirsten Rickers	Atlanta, GA	3	Atlanta Cycle Studios, LLC	3236 Waldwick Way	Marietta	GA	30067	(770)850-1049
20-Oct-15	Irving & Melissa Chung	Dallas-Fort Worth, TX	1	Fit Endeavors I, LLC	5822 Knights bridge Drive	Dallas	TX	75252	214-908-9791
21-Oct-15	Lee Singer & Ronnie Singer	Orange County, CA	1	N/A	929 B Fatherland Street	Nashville	TN	37206	949-872-8884
27-Oct-15	JP Green & Michael Olander	Seattle/Portland/Boise	10	JM Cycle, LLC	4140 N. Mountain View Dr.	Boise	ID	83704	208-340-2221
27-Nov-15	Barbara & Jonathan Fleming	Ft. Lauderdale, FL	3	Corones, Inc.,	91 Isle of Venice Dr.	Fort Lauder dale	FL	33301	(703)229-3783

24-Nov-15	Dione & Tom Bailey	San Francisco, CA	2	N/A	2454 Oregon Ave.	Redwood City	CA	94061	408-821-3098
8-Dec-15	Travis & Debbie Jacobson	Indianapolis, IN	1	TDW Properties, LLC	3201 Wildlife Trail	Zionsville	IN	46077	317-973-5314
8-Dec-15	Lee & Christine Williams	Long Island, NY	3	N/A	14 River Lane	Westport CT	CT	06880	(917)208-1121
21-Dec-15	Chuck Jones & Glenn Flessas	Nashua, NH	1	N/A	20 Abbey Road	Merrimack	NH	03054	603-682-4482
21-Dec-15	Heather Branstetter & Chuck Schneider	San Francisco, CA	2	NextLevel Cycling LLC	86 Chula Vista Drive	San Rafael	CA	94901	510-735-6003
31-Dec-16	Bob & Betty Korabik	Chicago, IL	1	N/A	341 Kent Rd	Riverside	IL	60546	773-907-5337
28-Dec-15	Liz Hatch & Tom Epstein	Denver, CO	1	Avant-garde Fitness	801 S Cherry St #200	Glendale	CO	80246	(720)556-1051
5-Jan-16	Shelley & Brandon Baca	Boulder, CO	2	B3 Evolution, LLC & B4 Evolution, LLC	2746 Spruce Meadows Drive	Broomfield	CO	80023	(720)312-3459
7-Jan-16	Rachael & Peter Orlando	Fresno, CA	2	Dev-Pro, LLC	9580 N Sunnyside Ave	Clovis	CA	93619	(559)243-6693
26-Jan-16	Rachael & Peter Orlando	Fresno, CA	2	Dev-Pro, LLC	9580 N Sunnyside Ave	Clovis	CA	93619	(559)243-6693
8-Jan-16	J. Scot McBride & Chris	Miami, FL	4	N/A	13253 SW 25th Place	Davie	FL	33325	305-794-7045

	Sommer								
14-Jan-16	Lindsay Sanders & Robin Ferguson	Lafayette, LA	1	N/A	149B Grand Ave	Lafayette	LA	70503	(337) 322-2235
18-Jan-16	Katie Kannapell & FredRyser	Louisville, KY	3	PACKWOLF, LLC	3112 Arden Rd.	Louisville	KY	40222	(917) 597-4334
29-Jan-16	Shelley & Joseph Jonietz	Austin, TX	1	Fast Gear, LLC	7508 Valburn Drive	Austin	TX	78731	512-922-9325
29-Feb-16	Chris Andras & Mike Silas	Dallas-Fort Worth, TX	1	N/A	5964 Kensington Dr	Plano	TX	75093	817-729-4048
29-Feb-16	Danielle & Doug King	Columbus, OH	1	DD Cycle, Inc.	5225 Augusta Drive	Westerville	OH	43082	614-570-3445
9-Mar-16	Hayley Killam	Aspen, CO	2	N/A	304 Ridge Rd	Laredo	TX	78041	512-771-4214
28-Mar-16	Dave Jones	Fargo, ND	1	Fit Investments, LLC	4602 Woodhaven Drive S	Fargo	ND	58104	701-371-6606
31-Mar-16	Paul & Anita Schnapp	St. Louis, MO	3	**S**chnapp Enterprises, Inc.	661 Carman Meadows Drive	Ballwin	MO	63021	314-324-3040
8-Apr-16	Roger, Grant, & Lucas Hendren	Dallas-Fort Worth, TX	1	RockStrong Texas LLC	6505 Camelback Drive	McKinney TX	TX	75071	972-816-6375
8-Apr-16	Mike Harris	Houston, TX	3	N/A	5114 Rolling	Richmond	TX	77407	713-377-

					stone Road				0453
12- Apr-16	Alan Telford	Sacramento, CA	1	N/A	1431 Q Street, Apt 310	Sacramento	CA	95811	916-276-4035
6-Apr-16	John Janszen & Michael Olander	NKY, Lexington, Knoxville	4	JCM Kentucky Cycle, LLC	3850 Foxtail Lane	Cincinnati	OH	45248	513-616-3369
13-Apr-16	Kathleen Boss and Stephen Pineault	Jacksonville, FL	3	N/A	916 Spinnakers Reach Drive	Ponte Vedra Beach	FL	32082	772-539-1294
18-Apr-16	David Busker & David Batschelett	St. Louis, MO	3	DB2 Fitness One, LLC	13 Heather Hill Lane	Saint Louis	MO	63132	(314)221-6595
29-Nov-16	David Busker & David Batschelett	St. Louis, MO	1	DB2 Fitness Two, LLC	13 Heather Hill Lane	Saint Louis	MO	63132	(314)221-6595
18-Apr-16	Nate Fennell & Chris Shill	Portland, OR	1	N/A	1303 NW 5th Ave	Camas	WA	98607	360-823-7223
9-May-16	Steve & Jane Zubrzycki	Dayton, OH	1	N/A	7823 Old Woods Court	Springboro	OH	45066	937-557-8225
10-May-16	Greg & Nuch Venbrux	Pittsburgh, PA	1	Kraken Cycleworks LLC	6653 Wilkins Avenue	Pittsburgh	PA	15217	412-606-3116
10-May-16	Chris Yates	Cleveland, OH	1	Elevate Partners, LLC	6452 Dorset Ln	Solon	OH	44139	440-318-1458
11-May-16	Ashley Robbins	Midland, TX	1	Cycle City, LLC	809 Keystone Ct	Midland	TX	79705	806-470-5804

12-May-16	Lisa O'Rourke	Providence, RI	1	Off Islander Inc.	48 Cara Court	North Kingstown	RI	02852	401-885-3398
13-May-16	Jen & Joe DeMarco, Nick & Carol Sheehan	Hoboken, NJ	1	Cycle Hoboken West LLC	302 First Street, Suite 301	Hoboken	NJ	07030	917-495-5126
13-May-16	Courtney & Eric Stachowski	Charlotte, NC	1	TeamStac Fitness, LLC	18944 Peninsula Point Dr.	Cornelius	NC	28031	704-287-3405
24-May-16	Thomas Dixon Douglas	Winston-Salem, NC	1	Motion2 Consulting LLC	1221 Yale Place	Charlotte	NC	28209	704-619-1487
7-Jun-16	Jennifer "Becky" McGinnis & Jason Stubbs	Northern NJ	1	Echappe LLC	88 Morgan Street, Apt 4104	Jersey City	NJ	07302	208-760-0134
13-Jun-16	Bhumika & Ankitaben Patel and Shaifali Gondaliya	Chicago, IL	1	Spinenergy, LLC	23713 N Sanctuary Club Drive	Kildeer	IL	60047	847-220-3234
30-Jun-16	Leonard & Gail Barela & Jeremy Thornton	Los Angeles, CA	1	Makarios	176 E. Clarion Drive	Carson	CA	90745	310-989-8942
1-Jul-16	Joanna and Erik Lundberg	Tusla, OK	1	N/A	1602 S. Columbia Pl.	Tulsa	OK	74104	918-955-7339

11-Jul-16	Stephanie McCaulley & Jaime Lanigan	Philadelphia, PA	1	N/A	182 Twining Road	Richboro	PA	18954	215-498-6984
29-Jul-16	Claire Powell	San Francisco, CA	1	N/A	11409 Bloomington Way	Dublin	CA	94568	925-325-9312
2-Aug-16	Jayesh Patel & Jeetendra Patel	Waco	1	The Sharda Group, LLC	17021 Star Canyon Drive	Woodway	TX	76712	817-919-2564
17-Aug-16	Andrea & Marlon Byrd	Los Angeles, CA	1	MAGM Fitness, Inc	3801 Prado del Trigo	Calabasas	CA	91302	818-922-4050
16-Aug-16	Doug Lennox, Derek Tennant, Ram Ramkumar	Toronto, Canada	1	InCycle Investments Inc	315 Perrin Ave Newmarket	Ontario	ON	L3 Y 8B2	905-967-2793
22-Aug-16	Jeet Khanchandani	UAE	5	JSK FITNESS L.L.C.	Saleh Mohammad Al Khamis Building No. 3 – Dubai Municipality No.312741 Ali Bin Abi Talib Street,	Bur Dubai, Dubai – United Arab Emeriates		P.O. Box: 51568	[NONE]
31-Aug-16	Ryan “Buddy” Hardiman & Dennis	Tampa, FL	4	Granny Gear Management LLC	302 Knights Run Ave, Suite 100	Tampa	FL	33602	813-892-5954

	Hardiman								
9-Sep-16	John & Kiersten DiChiaro	Boston, MA	1	N/A	24 Fletcher Way	Norton	MA	02766	401-829-6481
17-Sep-16	David Bland	Los Angeles, CA	1	Positive Spin, LLC	130 W Dayton St, Unit 1012	Pasadena	CA	91105	(949) 910-8928
26-Sep-16	Stephanie Sklar-Mulcahy	Los Angeles, CA	1	N/A	7141 Knowlton Pl	Los Angeles	CA	90045	323-573-3227
21-Sep-16	Praful Shrivastava	San Diego, CA	1	KaiNir LLC	17212 Eagle Canyon Pl	San Diego	CA	92127	760-525-1321
6-Oct-16	Rick Giese and Leann Sumner	Riverside County, CA	1	N/A	25363 Lisa Marie Cicle	Temecula	CA	92590	951-216-8346
7-Oct-16	David Pelsue	Madison & Milwaukee, WI	3	DWP Enterprises, LLC	1502 N. Sedgwich St, Unit 6S	Chicago	IL	60610	608-359-1720
12-Oct-16	Greg & Sidney Hatfield	Houston, TX	1	Hatfield Spinco, LLC	5013 Gibson St	Houston	TX	77007	281-881-3945
31-Oct-16	Keith & Kelly Weier	San Diego, CA	1	K&K Fit 4 Life, Inc.	1720 Weatherwood Court	San Marcos	CA	92078	760-840-1726
3-Nov-16	Mark VanKirk	Northern VA	3	N/A	1411 Mayflower Drive	McLean	VA	22101	(703) 283-9700
21-Nov-16	John Wood	Cleveland, OH	1	Challenger 728 LLC	9141 Ruby Ridge St NW	Canal Fulton	OH	44614	330-936-8069

29-Nov-16	Macelon D'Sa, Neelpa D'Sa, and Melanie Dimemmo	Northern NJ	1	MNM Ventures LLC	1125 Maxwell Lane, Apt 730	Hoboken	NJ	07030	917-847-9942
30-Nov-16	Nadine & Andrew Smith	Annapolis, MD	1	N/A	1209 tailwind ct	Crownsville	MD	21032	(410)271-5927
5-Dec-16	Mark & Holly Mussmann	Phoenix, AZ	1	Desert Ventures CB1, LLC	18345 N 93rd Way	Scottsdale	AZ	85255	602-738-6959
15-Dec-16	Heath Trowell	Atlanta, GA	1		75 Malachi Path	Dallas	GA	30132	352-262-3328
21-Dec-16	Carin & Ian Zellman	Northern NJ	1	I & C Cycle, LLC	449 Nevada Street	Paramus	NJ	07652	201-264-2083
19-Jan-17	Laura Aquino	Northern NJ	1	N/A	61 Franklin Turnpike	Allendale	NJ	07401	917-842-1651
30-Jan-17	Kevin & Elizabeth Anderson	Hartford, CT	1	N/A	86 Poplar Hill Drive	Farmington	CT	06032	860-404-5249
22-Jan-17	Stacey Stelmach	Pompano Beach, FL	1	N/A	1402 Brickell Bay Drive, #1601	Miami	FL	33131	832-477-5384
1-Mar-17	John & Becky Wick	Indianapolis, IN	3	Wicked Spinning, LLC	15182 Worsley Park	Carmel	IN	46033	317-428-8467
9-Mar-17	Tony Virella	Los Angeles, CA	3	N/A	5959 Murphy Way	Malibu	CA	90265	310-622-5205
10-Mar-17	Saul & Lisa Locker	Denver, CO	4	N/A	1133 14th St, Unit 4250	Denver	CO	80202	303-981-0916

16-Mar-17	Devika Kumar	Nashville, TN	1	Mind Body Innovations, LLC	1301 Lone Oak Cir	Nashville	TN	37215	615-292-7033
13-Mar-17	Scott Marshall	Denver, CO	1	Marshall CB LLC	9591 E Hidden Hill Lane	Lone Tree	CO	80124	303-507-6651
24-Mar-17	Todd & Julie Lotzer	Detroit, MI	1	Spinsation, LLC	1562 Galena	Rochester Hills	MI	48306	612-423-6191
24-Mar-17	Mark Pastolove	Westchest County, NY	1	Horology Now LLC	3 Harrison Ct	Cortland Manor	NY	10567	917-399-9513
11-Apr-17	Loma and Bassam “Bobby” Ammar	Edmonton, AB, Canada	3	Maverick Fitness Corp.	43 Lacombe Drive	St. Albert	AB	T8N4G8	780-498-1137
18-Apr-17	Inga & Larry Pross	Brooklyn, NY	1	N/A	199 Woodside Drive	Hewlett	NJ	11557	917-449-2048
25-Apr-17	Erin Schiller	Wellington, FL	1	N/A	13 Grandview Place	North Caldwell	NJ	07006	386-882-6018
25-Apr-17	Kreg Boynton & Hollie Pool	Wichita, KS	1	N/A	320 Mooney Dr	Benton	KS	67017	
17-May-17	Mark Washburn	Naples, FL	1	N/A	82 Cudworth Lane	Sudbury	MA	01776	617-529-2800
17-May-17	Marty & Craig Coffey	Colorado Springs, CO	2	Coffey Bar, Inc	404 Scottsdale Drive	Colorado Springs	CO	80921	719.96 4.2882
2-Mar-17	Oliver Chipp	United Kingdom	30	Elan Fitness Ltd.	207 Regent St, 3rd Floor	London	UK	W1B3HH	

31-May-17	Jeff Bass	Boston, MA	1	N/A	30 White St.	Winchester	MA	01890	978-314-9394
31-May-17	Catherine Straughan & Kimberley Drobny	Dallas-Fort Worth, TX	1	N/A	1051 Harvest Hill Dr	Prosper	TX	75078	(918)519-9663
31-May-17	Patrick Hickey	Detroit/Toledo	3	N/A	1952 Brim Drive	Toledo	OH	43613	(419)261-0832
8-Jun-17	Natalie Rix	Milwaukee, WI	1	Breathe Fitness, LLC	N69W29754 Ridgeveiw Court	Hartland	WI	53029	773-396-7300
24-Jul-17	John & Amber Reid	Atlanta, GA	1	Velo Fitness LLC	1732 Johnson Rd NE	Atlanta	GA	30306	(305)726-8767
27-Jul-17	Minty & Minesh Patel	Savannah, GA	1	N/A	1102 Bradley blvd	Savannah	GA	31419	(706)340-7223
7-Aug-17	Lisa Lewis	West Palm Beach, FL	1	It's Cyclical LLC	120 Bent Tree Drive	Palm Beach Gardens	FL	33418	561-309-7836
15-Aug-17	Stefanie and Kirk Nelson	Bend, OR	1	SK10 LLC	1360 NW Promontory Drive	Bend	OR	97703	[NONE]
17-Aug-17	Jeffrey and Calleen Hodges	Des Moines	1	N/A	2814 NW Sharmin Drive	Ankeny	IA	50023	[NONE]
31-Aug-17	April J. Amory and Kevin C. Grubb	Virginia Beach	3	N/A	1344 Penguin Circle	Virginia Beach	VA	23451	[NONE]
31-Aug-	Jennifer Sims	Sante Fe, NM	1	N/A	11 Entrada	Sante Fe	NM	87506	[NONE]

17					Descanso				
19-Sep-17	Joseph S. Ruiz and Cassia L. Ruiz	Lancaster, PA	1	N/A	1328 Jasmine Lane	Lancaster	PA	17601	717-715-5688
28-Sep-17	Bryna B. Podwoiski	Nashville, TN	1		1020 Andover	Northville	MI	48167	
5-Oct-17	David W. Pelsue	Madison, WI	1	DWP Enterprises EW LLC	1502 N. Sedgwick St., Unit 6S	Chicago	IL	60610	608-359-3457
6-Oct-17	David W. Pelsue	Madison, WI	1	DWP Enterprises HD LLC	1502 N. Sedgwick St., Unit 6S	Chicago	IL	60610	608-359-3457
6-Oct-17	Alexandria L. Pilon	Phoenix, AZ	1		6775 Horned Owl Trail	Scottsdale	AZ	85266	
6-Oct-17	Barry A. Hamilton	Colorado	AR-23	Pedal Launch, LLC	4290 S. Hudson Parkway	Cherry Hills	Colorado	80113	
13-Oct-17	Jay S. Smith	Salt Lake City, UT	3	Peak Cycle Holdings, Inc.	6690 Morrison Drive	Denver	CO	80221	
29-Dec-17	William Pryor	Wellesley, CT	1	Spynergy, LLC	386 Washington Street	Wellesley	MA	02481	
29-Dec-17	Jeffrey D. Herr	Hyde Park, OH	1	CycleBar Hyde Park, LLC	3825 Edwards Road, Suite 103	Norwood	OH	45209	
29-Dec-17	Jimmy Wilde & Lisa Hillman	Royal Oak, MI	1	Go Cycle, LLC	413 N. Main St.	Royal Oak	MI	48067	
29-Dec-17	Jeffrey D. Herr	Kenwood, OH	1	Cycle Seven Ventures Kenwood, LLC	3825 Edwards Road, Suite 103	Norwood	OH	45209	
7-Feb-18	Adnan A. Khazaal	Detroit, MI	1		217 S. Beech Daly	Dearborn Heights	MI	48125	
27-Feb-18	Carrie Touchette	Hartford, CT	1		653 Main Street	Hampden	MA	01036	
8-Mar-18	Joseph E. Maguire	Raleigh NC & Greenville SC	1		15675 Bellanca Lane	Wellington	FL	33414	
15-Mar-18	Paul A. Schnapp	St. Louis, MO	1	Schnapp Enterprises, Inc.	661 Carman Meadows Drive	Ballwin	MO	63201	
18-Mar-18	Jeremiah Renner	Columbus, OH	1		3010 Oakridge Road	Upper Arlington	OH	43221	
15-Mar-18	Paul A. Schnapp	St. Louis, MO	1	Schnapp Enterprises, Inc.	661 Carman Meadows Drive	Ballwin	MO	63201	
18-Mar-18	Jeremiah Renner	Columbus, OH	1		3010 Oakridge Road	Upper Arlington	OH	43221	
19-Mar-18	Julie J. Marchese, Paige M Vashon and Michele M. Shems- Then	Portland, ME	1		8 Lantern Lane	Cumberland	ME	04110	

4-Apr-18	Scott J. Openshaw	Provo & Orem, UT (84042, 84057, 84058, 84062, 84097, 84601, 84602, 84604, and 84606)	1		1453 Annie Lace Way	Draper	UT	84020	
4-Apr-18	Scott J. Openshaw	Lehi, UT (84003, 84043, and 84045)	1		1453 Annie Lace Way	Draper	UT	84020	
11-Apr-18	Robert F. Friend	19087 and 19406	1		1320 Dell Road	Eagleville	PA	19403	
11-Apr-18	Elizabeth A. Boselli	80026 and 80027	1		3510 Raintree Lane	Dacono	CO	80514	
30-Apr-18	Todd G. Adams, Michelle L. Adams, Michael Van Drunen, Lisa Van Drunen, Robert Adams, Adelaide Adams	32501, 32502, 32503, 32504, and 32514	1	AdaVan Fitness, LLC	673 Wildwood Drive	Meridian	MS	39301	
1-May-18	Raymond J. Wicks and Joanne Diaz	Morristown, New Jersey	1		215 Miln Street, Unit 6	Cranford	NJ	07016	
17-May-18	Janae L. Dunn and Gayle Lacour	78613 and 78717	1	GJ Services, LLC	1708 Snyder Trail	Leander	TX	78641	
25-May-18	Tracy A. Young and Daryl G. Young	Wesley Chapel, FL	1		1503 Lake Polo Drive	Odessa	FL	33556	

1. Opening Deadline and Site Acquisition Extensions and Releases

Franchisee - Entity	**Opening Deadline Extension and Release**	**Site Acquisition Extension and Release**
Marcus Capone & Mike Murphy & Steve Nichols - Eminence3 Holdings, LLC (2)	20-Jun-15	
Dan Murphy - JCN Corporation	19-May-16	
Jeff Wayne - CB Michigan, LLC	19-May-16	11-Feb-16
Cyril Hertz - Sloboda Inc.	19-May-16	4-Feb-16
Dave Bridges - DCB Cycling, LLC	19-May-16	
Eric Skoloff & Keith Boettiger - Cycle Syndicate, LLC	19-May-16	11-Jan-16
Gary & Laura Stinnett and Richard & Linda Algea - Rick's and Stick's Cycle Corp.	19-May-16	
Greg Jackson & Gladys Jackson - Simjah, Inc.	19-May-16	
Gregorio Serrata & Maria Serrata - Serrata, LLC	19-May-16	25-Jan-16
Heather Sommers-Sambado - Heather Sommers LLC	19-May-16	15-Jan-16

Joe Bonidy	19-May-16	5-Feb-16
Maclean Coble & David Noffsinger - Ionic Capital Partners, LLC	19-May-16	
Mark Schneider - CB Westend Inc.	19-May-16	27-Jan-16
Susan Grant - Fit Lilly Inc.	19-May-16	
Suzanne Wells & Bryn Wells & Jean Wells & Mark Wells - Ohana Fitness, Inc.	19-May-16	25-Jan-16
Yvonne Denslow and Ken & Heather Gotaas - Affinity Cycle, Inc.	19-May-16	
Justin Beck & Scott Weiss & Robert Weston - J2 Fitness, LLC	20-May-16	
Paul Hulsemen & Patrice Hulseman - 13HKC Inc.	20-May-16	26-Jan-16
Julie Kertzman & Cynthia King & Stacey Agnoustari - JSC Ventures, Inc.	23-May-16	
Ken Plotkin & Eileen Plotkin - Elite Enterprises of NY, Incorporated	23-May-16	28-Jan-16
Pedro Trujillo & Jodi Johnson	23-May-16	7-Jan-16
Peter DeLuca	23-May-16	12-Jan-16
Rod Reyes - CB Chandler, LLC (1)	23-May-16	
Brad Spivey & Trish Harrison - H&S Music City Holdings, Inc.	24-May-16	27-Jan-16
Claire Hayes & Sheila Hayes	24-May-16	12-Jan-16
Donna Suro & Libbie Crane - LiquiD RVA, LLC	24-May-16	
Jackie Benson & Michael Benson	24-May-16	2-Feb-16
Kevin & Sharon Thompson - Sharon Elizabeth, LLC	24-May-16	
Michelle Morris & Julie Pfaff - JM Power Group, Inc.	24-May-16	
Tim Ross - Eminence3 Holdings, LLC	24-May-16	
Bob Wexler	25-May-16	10-Feb-16
Christine Wallin & Andrew Aiello - AGCM Enterprises	25-May-16	8-Feb-16
Gary Dellovade	25-May-16	8-Jan-16
John Ryan & Marina Ryan - Ryan Ventures Inc.	25-May-16	
Katie Knowles & Robert Knowles - LBSC, LLC	25-May-16	
Kristin Hill & Kelly Allen - K&K Cycling, LLC	25-May-16	
Michelle Elder & Brad Elder - MicheHill LLC	25-May-16	
Rob Janda - Cycle Norterra, LLC	25-May-16	8-Feb-16
Zach Pettus & Jean Nitchals - Alpha Team Holdings, LLC	25-May-16	
Ken Stuttaford - Seaside Clean Living, Inc.	26-May-16	8-Feb-16

Joe Cece & MaryLaurie Cece	27-May-16	12-Jan-16
Don Dasher & Lisa Hazen - Dog's Breath Inn, Inc.	7-Jun-16	
Joelle Bouhadana - CYCLE26, LLC	7-Jun-16	
Lauren Schroeder & Scott Schroeder – Schroeder Enterprises LLC	7-Jun-16	
Steve Braverman - Braveride I, LLC	7-Jun-16	
Steve Braverman - Braveride II, LLC	7-Jun-16	
John Duncan & Renee Duncan - JRD Jumping Corp.	10-Jun-16	
Rafael Ponce - MV Fitness, LLC	13-Jun-16	
Chris McIntyre - cMc Enterprise, LLC	14-Jun-16	
Jonathan Bernard & Dan Kruse - TES Solutions LLC	14-Jun-16	
Joel and Shirelle Vilmenay - Crescent City Cycle, LLC	16-Jun-16	
Kim Hoss & Frances Clark (1)	16-Jun-16	29-Feb-16
Jeff Cohen - JBJ Exton Investments, LLC	17-Jun-16	
Charlotte Jones-Burton & Delvin Burton - Burton Inspires LLC	20-Jun-16	21-Mar-16
Bryan Lively and Anne & Nick Monigold	18-Jul-16	6-Jan-16
Leslie Anderson - Anderson Holdings, LLC	19-Jul-16	
Irving Chung & Melissa Chung - Fit Endeavors I, LLC	20-Jul-16	
Bob Franzetta - JMT Fitness Hillcrest, Inc.	21-Jul-16	
Jack Cauley & Deanna Cauley - JCD Colorado, LLC	21-Jul-16	24-Feb-16
Curt Buttiker - 313 Fitness LLC	4-Aug-16	
John Fleming & Barbara Fleming - Corones, Inc.	16-Aug-16	12-Jul-16
Thom Bailey & Dione Bailey (1)	16-Aug-16	5-Jul-16
Marc Krasner - Spin City Colorado, LLC	28-Sep-16	29-Jun-16
Charles Jones & Glenn Flessas	30-Sep-16	25-Jul-16
Travis Jacobson & Debbie Jacobson - TDW Properties, LLC	3-Oct-16	14-Jul-17
Heather Branstetter & Chuck Scheider (2) - Next Level Cycling, LLC	4-Oct-16	7-Jul-16
Heather Branstetter & Chuck Schneider (1) Next Level Cycling, LLC	4-Oct-16	7-Jul-16
Liz Hatch & Tom Epstein - Avant-garde Fitness, LLC	13-Oct-16	8-Jul-16
Brandon Baca & Shelley Baca - B3 Evolution, LLC	2-Dec-16	29-Jun-16
Brandon Baca & Shelley Baca - B4 Evolution, LLC	2-Dec-16	29-Jun-16

Robin Ferguson & Lindsay Sanders	2-Dec-16	27-Jun-16
Rachel Orlando & Peter Orlando (1) Dev-Pro, LLC	6-Dec-16	8-Jul-16
Danielle King & Doug King - DD Cycle Inc.	14-Dec-16	29-Jun-16
Chris Andras & Michael Silas	15-Dec-16	28-Jun-16
Paul Schnapp & Anita Schnapp - Schnapp Enterprises, Inc.	5-Jan-17	8-Jul-16
Dave Jones - Fit Investments, LLC	5-Jan-17	28-Jun-16
Alan Telford	22-Feb-17	21-Jul-16
David Busker & David Batschelett - DB2 Fitness One, LLC	22-Feb-17	19-Jul-16
Chris Yates - Elevate Partners, LLC	23-Feb-17	10-Aug-16
Greg Venbrux & Nuchanart Venbrux - Kraken CycleWorks LLC	23-Feb-17	13-Aug-16
Roger Hendren & Grant Hendren & Lucas Henden - RockStrong Texas LLC	23-Feb-17	22-Jul-16
Steve Zubrzycki & Jane Zubrzycki - Cycle Revolution Inc.	23-Feb-17	12-Aug-16
Mike Harris	28-Feb-17	
Nate Fennell & Chris Shill	28-Feb-17	21-Jul-16
Kathleen Boss	1-Mar-17	21-Jul-16
Marc & Lisa Palmer - Charlotte Cycle, Inc.	UNDATED	
Dan Lorenz & Sean O'Connor & John Ghabra - 7 Knots, LLC	UNDATED	
David Safai		12-Jan-16
Tejal Kamdar & Jason Snyder & Meera Kamdar		13-Jan-16
Houston Ross & Karin Ross		13-Jan-16
Nigel Brown & Michelle McGlocklin - Drury Lane Ventures, Inc.		25-Jan-16
Torsten Schermer & Bob Lee & Catherine Lee - ScherLeeUBike, LLC		12-Feb-16
Lee Oesterling & Kirsten Rickers - Atlanta Cycle Studios, LLC		23-Feb-16
Patty Harte		28-Feb-16
Joseph Amon & Blair Amon & James Yourinson & Rebecca Yourinson - YAE Corporation (2 Agreements)		29-Feb-16
Lee Williams & Christine Williams		27-Jun-16
Fred Ryser & Katie Ryser - PACKWOLF, LLC		28-Jun-16
Liz Ullathorne & Bill Ullathorne - ELU, LLC		28-Jun-16
Shelley Jonietz & Joseph Jonietz		29-Jun-16
Amy Rath & Ryan Rath		5-Jul-16

Robert Korabik & Elizabeth Korabik - HTC Wellness, Inc.		5-Jul-16
Hayley Killam - (1)		6-Jul-16
Tim Hughes - DalKor Inc.		6-Jul-16
Chris Mullen		8-Jul-16
Clint Privett (1)		11-Aug-16
Chris Bushey & Casey Bushey - CB3, LLC		1-Sep-16
Desert Ventures CBI_	16-Oct-17	
Challenger 728, LLC	16-Oct-17	
Laura Aquino	16-Oct-17	
Velo Fitness LLC		30-Oct-17
I & C Cycle, LLC	31-Oct-17	
VK2, LLC	3-Nov-17	
Minty, Minesh, Davesh Patel		3-Nov-17
Breathe Fitness, LLC		3-Nov-17
K. Anderson	3-Nov-17	

1. Groupon Modification Agreements

Franchisee - Entity	**Groupon Modification Agreement**
Doug and Mindy Dolenc - M.D. Dolenc Enterprise Inc.	30-Jun-15
Jeff Delorme	27-Jun-16
Maclean Coble & David Noffsinger - Ionic Capital Partners, LLC	28-Jun-16
Susan Grant - Fit Lilly Inc.	28-Jun-16
Christie Meyers & Kristofer Meyers - CB Raleigh, LLC	28-Jun-16
David EichelBerger - DCL Fitness Inc.	28-Jun-16
JCN Corporation	28-June-16
Eric & Debbie Huffine - Deep Enterprises, LLC	5-Jul-16
Patrick and Anna Walsh - RYR Colorado, LLC	6-Jul-16
Craig & Marilysn Holm - Holm Family Holdings LLC	11-Aug-16
JSC Ventures, Inc.	14-Nov-16
JBJ Exton Investments, LLC	16-Nov-16

2. Resale Agreements

Franchisee - Entity	**Resale Agreement**
Chris Bushey & Casey Bushey - CB3, LLC	28-Mar-16
Ekpedme Udoh & Brandon Grier - LGR LIFESTYLE, LLC	6-Apr-16
Lee Singer & Ronnie Singer	1-Jun-16
Steven Ruby & Lisa Ruby - Redgem Holdings LLC	2-Jun-16
Doug and Mindy Dolenc - M.D. Dolenc Enterprise Inc.	11-Jul-16
David Conway	11-Jul-16
Chris Andras & Michael Silas	25-Aug-16
William McComb & Peter Wolf - Ciclo Management, LLC	28-Aug-16

Gary Dellovade	2-Sep-16
Christie Meyers (2)	5-Sep-16
Kenneth G. & Gladys C. Jackson - Simjah Inc.	14-Oct-16
Bryan Lively and Anne & Nick Monigold	2-Nov-16
Latasha D. & Brian C. Emeri	10-Nov-16, as amended 5-Jun-17
Craig R. & Cathleen G. Gentry & Karen C. Wilson-Torres	9-Dec-16
Amy Rath & Ryan Rath	27-Jan-17
Joe Rothchild and Bradley Macpherson - GHM CB, LLC	16-Mar-17
Heather Branstetter & Chuck Scheider (2) - Next Level Cycling, LLC	5-Jun-17
Holm Family Holdings	13-Nov-17
Next Level Cycling	13-Nov-17
313 Fitness, LLC	29-Mar-18
Amy Snow	30-Mar-18
Sharon Elizabeth, LLC	3-Apr-18
Anthony Bonidy	11-Apr-18

3. Reacquisition and Release Agreements

Franchisee - Entity	**Reacquisition and Release**
Andrew Lambie & Pamela Lambie	24-Feb-16
Kira Knickrehm	1-Jun-16
A. David Davis & Jacob Davis & John Krumdieck - MdG Partners, LLC	9-Feb-32
Michelle Marks	UNDATED

4. Interim Studio Operations Agreements & Renewals

Franchisee - Entity	Interim Studio Operations Agreement	Interim Studio Operations Agreement Renewal
Shelby Faubion & James Moller - Finition Inc.	31-Oct-16	25-Apr-17
Dan Murphy - JCN Corporation	15-Nov-16	N/A
Greg Jackson & Gladys Jackson - Simjah, Inc.	3-Jan-17	N/A
Doug and Mindy Dolenc - M.D. Dolenc Enterprise Inc.	27-Jul-17	N/A

5. Transfer and Assignment Agreements

Franchisee - Entity	Transfer and Assignment Non-control transfer (entity transfer)	Transfer and Assignment Control (change of ownership transfer)
Joel and Shirelle Vilmenay - Crescent City Cycle, LLC	12-Mar-15	
Joseph Purton - Lucky Star Holdings, LLC	1-May-15	
Shelby Faubion & James Moller - Finition Inc.	9-Jun-15	16-Jul-17
Craig & Marilysn Holm - Holm Family Holdings LLC	20-Jul-15	
David EichelBerger - DCL Fitness Inc.	23-Jul-15	
Steven Ruby & Lisa Ruby - Redgem Holdings LLC	21-Aug-15	
Christie Meyers & Kristofer Meyers - CB Raleigh, LLC	4-Sep-15	3-Apr-17
Julie Kertzman & Cynthia King & Stacey Agnoustari - JSC Ventures, Inc.	8-Sep-15	
Jill & Carl Isaacs - CMCJ, LLC	24-Sep-15	
Gregorio Serrata & Maria Serrata - Serrata, LLC	9-Oct-15	
Ken Stuttaford - Seaside Clean Living, Inc.	30-Oct-15	
A. David Davis & Jacob Davis & John Krumdieck - MdG Colony, LLC	2-Nov-15	
Rod Reyes - CB Chandler, LLC (1)	24-Nov-15	
Rod Reyes - CB Chandler, LLC (2)	24-Nov-15	
Greg Jackson & Gladys Jackson - Simjah, Inc.	30-Nov-15	16-Jul-17

Nigel Brown & Michelle McGlocklin - Drury Lane Ventures, Inc.	4-Jan-16	
Kristin Hill & Kelly Allen - K&K Cycling, LLC	23-Jan-16	
Kevin & Sharon Thompson - Sharon Elizabeth, LLC	26-Jan-16	
Curt Buttiker - 313 Fitness LLC	17-Feb-16	
Katie Knowles & Robert Knowles - LBSC, LLC	21-Feb-16	
Patrick and Anna Walsh - RYR Colorado, LLC	16-Mar-16	
John Fleming & Barbara Fleming - Corones, Inc.	22-Mar-16	
Danielle King & Doug King - DD Cycle Inc.	24-Mar-16	
Brandon Baca & Shelley Baca - B3 Evolution, LLC	31-Mar-16	
Brandon Baca & Shelley Baca - B4 Evolution, LLC	31-Mar-16	
Liz Ullathorne & Bill Ullathorne - ELU, LLC	23-Apr-16	
Heather Branstetter & Chuck Scheider (2) - Next Level Cycling, LLC	27-Apr-16	
Heather Branstetter & Chuck Schneider (1) Next Level Cycling, LLC	27-Apr-16	
Irving Chung & Melissa Chung - Fit Endeavors I, LLC	3-May-16	
Yvonne Denslow and Ken & Heather Gotaas - Affinity Cycle, Inc.	4-May-16	
Heather Sommers-Sambado - Heather Sommers LLC	1-Jun-16	
Fred Ryser & Katie Ryser - PACKWOLF, LLC	10-Jun-16	
Bob Franzetta - JMT Fitness Hillcrest, Inc.	15-Jun-16	
Michelle Morris & Julie Pfaff - JM Power Group, Inc.	16-Jun-16	
Maclean Coble & David Noffsinger - Parachute Capital Partners, LLC	20-Jun-16	
Marc & Lisa Palmer - Charlotte Cycle, Inc.	30-Jun-16	
Amy Snow - Amy Snow Enterprise Inc.	29-Jul-16	
Susan Grant - Fit Lilly Inc.	5-Aug-16	
Dave Bridges - DCB Cycling, LLC	12-Aug-16	
Don Dasher & Lisa Hazen - Dog’s Breath Inn, Inc.	25-Aug-16	

Rachel Orlando & Peter Orlando (1) Dev-Pro, LLC	8-Sep-16	
Brad Spivey & Trish Harrison - H&S Music City Holdings, Inc.	8-Nov-16	
J. Scott McBride & Chris Sommer - HighRev Lifestyle, Inc. & McBride-5 Enterprise, LLC (Development Agreement)	14-Nov-16	
Cyril Hertz - Sloboda Inc.	23-Nov-16	
Chris Bushey & Casey Bushey - CB3, LLC	29-Dec-16	
Mark Schneider - CB Westend Inc.	10-Jan-17	
Chris Yates - Elevate Partners, LLC	14-Feb-17	
Steve Zubrzycki & Jane Zubrzycki - Cycle Revolution Inc.	7-Mar-17	
Robert Korabik & Elizabeth Korabik - HTC Wellness, Inc.	20-Mar-17	
Dan Murphy - JCN Corporation		14-May-15
Doug and Mindy Dolenc - M.D. Dolence Enterprise Inc.		24-Sep-15
Marc Krasner - Spin City Colorado, LLC		24-Dec-15
Michael Kearns & Ana Bertsch - Gavia Cycling, LLC		24-Dec-15
Mark & Denise Davis		5-Feb-16
Justin Beck & Scott Weiss & Robert Weston - J2 Fitness, LLC		24-Apr-16
Clementine Goutal & Andres Rodriguez (1)		10-May-16
Clint Privett (2)		10-May-16
Greg Venbrux & Nuchanart Venbrux - Kraken CycleWorks LLC		8-Jul-16
J. Scott McBride & Chris Sommer - HighRev Lifestyle, Inc. (FA1)		14-Nov-16
Kim Hoss & Frances Clark (2)		7-Aug-17
Marcus Capone & Mike Murphy & Steve Nichols - Eminence3 Holdings, LLC (1)		19-Apr-33
Tim Ross - Eminence3 Holdings, LLC		29-Apr-33
J. Scott McBride & Chris Sommer - HighRev Lifestyle2, Inc. (FA2)		15-Feb-34
Joe Rothchild and Bradley Macpherson - GHM CB, LLC		2-Jun-34
Maclean Coble & David Noffsinger - Ionic Capital Partners, LLC	21-Oct-15 (Release Only)	

Peak Cycle Holdings, LLC		13-Oct-17
S. Pineault to Novaturient	30-Oct-17	
Eminence3 Holdings, LLC to CBBrier, LLC		20-Nov-17
Avante-garde Fitness to AG3	22-Nov-17	
DCL Fitness, Inc. to JCM Kentucky Cycle, LLC		15-Dec-17
Deep Enterprises		18-Dec-17
Williams to LJW74, Inc.	19-Jan-18	
RYR Colorado to Locker Fit Lifestyle DTC		2-Feb-18
RYR Colorado to Locker Fit Lifestyle LoHi		2-Feb-18

6. Territory Swap Amendments

Franchisee - Entity	**Territory Swap Amendment (1)**	**Territory Swap Amendment (2)**
A. David Davis & Jacob Davis & John Krumdieck - MdG Partners, LLC	27-Jul-15	
David Safai	13-Aug-15	3-Dec-15
Doug and Mindy Dolenc - M.D. Dolence Enterprise Inc.	2-Dec-15	
Jeff Wayne - CB Michigan, LLC	17-May-16	27-Jun-17
Marc & Lisa Palmer - Charlotte Cycle, Inc.	UNDATED	

7. Termination Agreements

Franchise ID	Center Name	Date Terminated	Effective Date Of Action	Type Of Action	Representative Contact Name	Address 1	City	Country	ZiP / Postal Code	State / Province	Phone	Mobile	Email
Ter	*Long*			*Ter*	*Camill*			*US*		*CA*	*9493*		*camillellombar*

me d1	*Beach*			*mination*	*e Lombardo*			*A*			*067498*		*do@gmail.com*
Termed2	*Anaheim Hills (fka Yorba Linda)*	*12/12/15*	*12/12/15*	*Termination*	*Susann/ Claudia Clifford/ Stieding*	*100 South Chaparral Court, Suite 140*	*Anaheim*	*USA*	*92808*	*CA*	*(760) 262-7337*		*baron4800@icloud.com; csteiding@verizon.net*
Termed3	*San Clemente*	*12/12/15*	*12/12/15*	*Termination*	*Connie (Cons tance) Moisan*	*302 N.El Camino Real, Suite 106*	*San Clemente*	*USA*	*92672*	*CA*	*(949) 310-3292*		*sanclemente@clubpilatesstudio.com*
Termed4	*Corona*	*12/12/15*	*12/12/15*	*Termination*	*Katie/ Cindy Picazo/ Reyes*	*469 Magnolia Avenue, Suite 106*	*Corona*	*USA*	*92879*	*CA*	*619-818-4020*		*katiepicazo@aol.com; cpreyes2@gmail.com*
Termed5	*Temecula*	*12/12/15*	*12/12/15*	*Termination*	*Olivia/ Katie Scira/ Picazo*	*41789 Nicole Lane, Suite B4*	*Temecula*	*USA*	*92591*	*CA*	*(951) 796-8981*		*temecula@clubpilatesstudio.com; katiepicazo@ aol.com*
Termed6	*Pacific Beach*	*12/23/2015*	*12/23/2015*	*Termination*	*Jennifer/Brigette Gold/ Guido*	*5010 Cass Street, Suite H*	*San Diego*	*USA*	*92109*	*CA*	*(619) 415-5699*	*(619)997-9553*	*pacificbeach@clubpilatesstudio.com*
Termed7	*La Jolla*	*12/23/2015*	*12/23/2015*	*Termination*	*Jennifer/Brigette Gold/*			*USA*		*CA*	*(619) 415-5699*		*pacificbeach@clubpilatesstudio.co*

					Guido							
Termed8	Pt Loma	12/23/2015	12/23/2015	Termination	Jennifer/ Brigette Gold/Guido			USA		CA	(619) 415-5699	pacificbeach@clubpilatesstudio.com
Termed9	Brentwood			Termination	Derek Jones			USA		CA	(619) 980-2712	derek.jones@ clubpilates.com
Termed10	Sunnyvale			Termination	Michael Fedyna			USA		CA	408-844-4403	
Termed11	SanRamon			Termination	Min & Ivy Tsao / Liu			USA		CA		
Termed12	Tucson	7/31/2016	7/31/2016	Termination	Mary Beardsley	1702 E Prince #120	Tucson	USA	85719	AZ	(520) 241-4743	mary.beardsley@clubpilates.com
Termed13	Torrance	7/31/2016	7/31/2016	Termination	Liuba Stephanie Lerro-Parraway	24239 Hawthorne Blvd. #104	Torrance	USA	90505	CA	619 5183338	liuba.lerro@clubpilates.com
Termed14	Australia	9/15/2016	9/15/2016	Termination	Jemima North	Level 1, 341-343 Penshurst Street	Willoughby	AUS	2086	NSW	614 31163818	willoughby@clubpiltesstudio.com
Termed15	Woodland Hills	10/31/2016	10/31/2016	Termination	Nikkita Weerasinghe	19720 Ventura Blvd Suite 101/10	Woodland Hills	USA	91364	CA	818-207-2857	woodlandhills @clubpilates.com

						2					
Termed16	Agoura Hills/Tarzana	10/31/2016	10/31/2016	*Termination*	Nikkita Weerasinghe		Agoura Hills/Tarzana	USA	CA	818-207-2857	woodlandhills@clubpilates.com
Termed17	Sherman Oaks	10/31/2016	10/31/2016	*Termination*	Nikkita Weerasinghe		Sherman Oaks	USA	CA	818-207-2857	woodlandhills@clubpilates.com
Termed18	Alhambra	4/11/2017	4/11/2017	*Termination*							
Termed19	Virginia Highland	1/10/2018	1/10/2018	*Termination*							
Termed20	Arrowhead	6/4/2018	6/4/2018	*Termination*	Jennifer Marrinnan						
Termed21	Downtown Phoenix	6/4/2018	6/4/2018	*Termination*	Jennifer Marrinnan						
Termed22	Glen Mills PA	4/11/2018	4/11/2018	*Died, CP bought back licenses*							
Termed23	Allgates PA	4/11/2018	4/11/2018	*Died, CP bought back licenses*							
Termed24	King of Prussia PA	4/11/2018	4/11/2018	*Died, CP bought back licenses*							
Termed25	Bryn Mawr PA	4/11/2018	4/11/2018	*Died, CP bought back licenses*							

d25	r PA	8	8	*bought back licenses*									
Termed26	Newton Square PA	4/11/2018	4/11/2018	*Died, CP bought back licenses*									
Termed27	Woodstock Farm PA	4/11/2018	4/11/2018	*Died, CP bought back licenses*									

Franchisee - Entity	**Termination Agreement**	**Termination Agreement Amendment**
Ted Mueller	1-Dec-15	
Jill & Carl Isaacs - CMCJ, LLC	10-Dec-15	
Mark & Denise Davis	5-Feb-16	
Nigel Brown & Michelle McGlocklin - Drury Lane Ventures, Inc.	4-May-16	
David Safai	5-May-16	
Hayley Killam - (DA & 3)	6-May-16	8-Aug-16
Merle Beeson	12-May-16	
Houston Ross & Karin Ross	9-Aug-16	
Jack Cauley & Deanna Cauley - JCD Colorado, LLC	1-Nov-16	
Liz Ullathorne & Bill Ullathorne - ELU, LLC	3-Nov-16	
Chris Mullen	4-Nov-16	
Joseph Amon & Blair Amon & James Yourinson & Rebecca Yourinson - YAE Corporation (2 Agreements)	2-Dec-16	
Steven Ruby & Lisa Ruby - Redgem Holdings LLC	22-Dec-16	
David Conway	20-Jan-17	
Tim Hughes - DalKor Inc.	20-Jan-17	

Ekpedme Udoh & Brandon Grier - LGR LIFESTYLE, LLC	31-Jan-17	
Christie Meyers & Kristofer Meyers - CB Raleigh, LLC	3-Apr-17	
Doug and Mindy Dolenc - M.D. Dolence Enterprise Inc.	6-Apr-17	
Clementine Goutal & Andres Rodriguez (2)	8-May-17	
Wicked Spinning	18-Oct-17	
Eminence 3 Holdings	30-Oct-17	
S. & J. Jonietz	17-Nov-17	
Smith-Emeri	15-Dec-17	
N. & A. Smith	22-Feb-18	

8. Studio AV Modification Agreements

Franchisee - Entity	**Studio A/V Modification Agreement**
Rodney & Jodi Reyes - CB Chandler LLC	6-Jun-16
Jeff Cohen - JBJ Exton Investments, LLC	1-Sep-16
Michael D. Olander & Jason P Green - JM Cycle, LLC - Village Meridian	11-Nov-16
Ken Stuttaford - Seaside Clean Living, Inc.	23-Dec-16
Bob Franzetta - JMT Fitness Hillcrest, Inc.	29-Dec-16
Eric Skoloff & Keith Boettiger - Cycle Syndicate, LLC	25-Jan-17
Cyril Hertz - Sloboda Inc.	31-Jan-17
Michael D. Olander & Jason P. Green - JM Cycle, LLC - Tanasbourne	22-Feb-17
Rachel Orlando & Peter Orlando (1) Dev-Pro, LLC	28-Feb-17
Alan Telford	3-Mar-17
Michael D. Olander & John G. Janszen - JCM Kentucky Cycle, LLC	3-Mar-17
Donna Suro & Libbie Crane - LiquiD RVA, LLC	14-Mar-17
Heather Sommers-Sombado - Heather Sommers, LLC	10-Apr-17
Kristin Hill & Kelly Allen - K&K Cycling, LLC	10-Apr-17

Zach Pettus - Alpha Team Holdings, LLC	24-Apr-17
Roger Hendren & Grant Hendren & Lucas Henden - RockStrong Texas LLC	10-May-17
Marlon & Andrea Byrd - MAGM Fitness, Inc.	15-May-17
Chris & Casey Bushey - CB3 LLC	30-May-17
Philly Cycle Inc.	19-May-17
Irving Chung & Melissa Chung - Fit Endeavors I, LLC	12-Jun-17
Paul Schnapp & Anita Schnapp - Schnapp Enterprises, Inc.	27-Jul-17
Suzanna Wells, Bryn Wells, Jean Wells and Mark Wells - Ohana Fitness, Inc.	7-Sep-17
Greg K. Venbrux and Nuchanart Venbrux - Kraken Cycleworks, LLC	11-Sep-17
David Bland - Positive Spin, LLC	13-Sep-17

Club Pilates

Franchise Agreements in Effect Summary - excluding terminations

As of: 06/18/18

	Studio Name	State	Franchisee Last Name	Franchisee First Name	Studio Information Street	City	State	Zip	Studio Phone	Franchisee Personal Information Franchisee Phone	Franchisee Email	Royalty Rate	MFC Rate	Individual Territory FA Date
1	Club Pilates Midtown Miami	FL	Maria Gutierrez	Tania Peck	30 NW 34th St #2	Miami	FL	33127	786.509.9831	T: 786.218.3572 M:954.673.1536	Tania.peck@clubpilates.com; Mariaisabel.gutierrez@clubpilates.com	6%	2%	05/16/17
2	Club Pilates Parker	CO	Bosson	Cathy			CO				Cathy.Bosson@clubpilates.com	6%	2%	07/28/17
3	Club Pilates Morena	CA	Clements	Chris	4901 Morena Blvd. Suite 210	San Diego	CA	92117	858.914.1459	C: 619-203-8538	chris.clements@clubpilates.com	6%	2%	01/01/12
4	Club Pilates Liberty Station	CA	Clements	Chris	2750 Dewey Rd., Ste 102	San Diego	CA	92106	619.541.8877	C: 619-203-8538	chris.clements@clubpilates.com	6%	2%	01/01/12

5	Club Pilates La Jolla	CA	Clements	Chris			CA			C: 619-203-8538	chris.clements@clubpilates.com	6%	2%	01/01/12
6	Club Pilates Eastlake	CA	Davies/Hays	Carolyn/Dave	861 Harold Place, Suite 305	Chula Vista	CA	91914	619-392-2572	Carolyn (619) 249-3037; Dave (858) 220-3676	dave.hayes@clubpilates.com; carolyn.davies@clubpilates.com	4%	2%	11/16/12
7	Club Pilates Mira Mesa	CA	Davies/Hays	Carolyn/Dave	9460 Mira Mesa Blvd, Unit P	San Diego	CA	92126	858-254-3326	Carolyn (619) 249-3037; Dave (858) 220-3676	dave.hayes@clubpilates.com; carolyn.davies@clubpilates.com	6%	2%	11/16/12
8	Club Pilates Mission Valley	CA	Mann	Katie	6690 Mission Gorge Road	San Diego	CA	92120	619-786-2300	(619)569-4421 (Tavis 310-303-9586)	katie.mann@clubpilates.com	6%	2%	12/18/12
9	Club Pilates Novi	MI	Cronin	Kristen	39799 Grand River Avenue	Novi	MI	48375	248-410-7700	(248) 410-4259	kristen.cronin@clubpilates.com	6%	2%	02/12/13
10	Club Pilates Encinitas	CA	Dumaw Whitman	Arielle	555 2nd St. Suite 2	Encinitas	CA	92024	760-529-6706	(858) 405-3177	arielle.whitman@clubpilates.com	6%	2%	05/22/13

11	Club Pilates San Marcos	CA	Dumaw Whitman	Arielle	904 W San Marcos Blvd, Suite 5	San Marcos	CA	92078	760-201-3070	(858) 405-3177	arielle.whitman@clubpilates.com	6%	2%	05/22/13
12	Club Pilates Carlsbad	CA	Dumaw Whitman	Arielle	1820 Marron Road, Suite 100	Carlsbad	CA	92008	760-201-3374	(858) 405-3177	arielle.whitman@clubpilates.com	6%	2%	05/22/13
13	Club Pilates North Park	CA	Mann	Katie	3959 30th Street, Suite 101	San Diego	CA	92104	619-677-1500	(619) 569-4421	katie.mann@clubpilates.com	6%	2%	12/06/13
14	Club Pilates Mequon	WI	Sinnen	Megan	6077 W. Mequon Rd	Mequon	WI	53092	414-939-3644	(414) 315-5765	megan.sinnen@clubpilates.com	6%	2%	02/03/14
15	Club Pilates Costa Mesa	CA	Borga	Brittany	1525 Mesa Verde Dr. E.	Costa Mesa	CA	92626	949-791-7184	(412) 651-1970	brittany.borga@clubpilates.com	6%	2%	02/07/14
16	Club Pilates Manhattan Beach	CA	Suder	Chris	903 N. Sepulveda Blvd.	Manhattan Beach	CA	90266	310-921-8004	(760) 908-9257	chris.suder@clubpilates.com	6%	2%	03/06/14

Schedule 9.27

17	Club Pilates Cherry Creek	CO	Busse	Mary	3000 E. 3rd Ave, Suite 20 & 21	Denver	CO	80206	720-361-9995	Mary (760) 801-9416	mary.busse@clubpilates.com	6%	2%	03/31/14
18	Club Pilates Abacoa	FL	Gomez	Amanda	1203 Town Center Drive, Unit 107	Jupiter	FL	33458	561-449-8161	954.650.6151	amanda.gomez@clubpilates.com	6%	2%	09/24/14
19	Club Pilates Midtown Sacramento	CA	Kendall/Holden	Linda/Rebecca	1330 21st Street Ste 101	Sacramento	CA	95811	916-347-0304	Linda 916- 205-1470 Rebecca (916)990-4224	linda.kendall@clubpilates.com	6%	2%	10/01/14
20	Club Pilates Memorial	TX	Pontone/Hunt	Scott/Elisa/Nate	14129 Memorial Drive	Houston	TX	77079	281.661.3114	Nate (858) 212-6787	elisa.pontone@clubpilates.com; nate.hunt@clubpilates.com	6%	2%	10/16/14
21	Club Pilates Lakeway	TX	Martinez	Susan	2951 Ranch Road 620 S	Lakeway	TX	78738	575.937.0479	(575) 937-0479	susan.martinez@clubpilates.com	6%	2%	02/22/15
22	Club Pilates Glendale	CA	Bailey	Rebecca	1354 E Colorado St, Suite A	Glendale	CA	91205	818.724.9977	(323) 898- 8244	rebecca.bailey@clubpilates.com	6%	2%	02/27/15

Schedule 9.27

23	Club Pilates La Canada/ Flintridge	CA	Bailey	Rebecca			CA			(323) 898-8244	rebecca.bailey@clubpilates.com	6%	2%	02/27/15
24	Club Pilates Pasadena	CA	Bailey	Rebecca			CA			(323) 898-8244	rebecca.bailey@clubpilates.com	6%	2%	02/27/15
25	Club Pilates Cahaba Heights	AL	Booker	Lindsay	3169 Green Valley Road	Birmingham	AL	35243	205.777.7976	(205) 451-2482	lindsay.booker@clubpilates.com	6%	2%	03/03/15
26	Club Pilates RSM	CA	Hammett	Emily	21612 Plano Trabuco Road, Suite A	Trabuco Canyon	CA	92679	949.534.2023	Emily (626) 233-9220	emily.hammett@clubpilates.com	6%	2%	03/04/15
27	Club Pilates Villa Park	CA	Hammett	Emily	17767 Santiago Blvd., Suite 610	Villa Park	CA	92861	714.202.6404	Emily (626) 233-9220	emily.hammett@clubpilates.com	6%	2%	03/04/15
28	Club Pilates Tustin	CA	Hammett	Emily	15080 Kensington Park Dr, Suite G300	Tustin	CA	92782	949.529.0704	Emily (626) 233-9220	emily.hammett@clubpilates.com	6%	2%	03/04/15

Schedule 9.27

29	Club Pilates Beverly Hills	MI	Cronin	Kristen	31255 Southfield Road	Beverly Hills	MI	48025	248.878.9905	(248) 410-4259	kristen.cronin@clubpilates.com	6%	2%	04/17/15
30	Club Pilates San Carlos	CA	Lance	Renata and Sean	50 El Camino Real, #50	San Carlos	CA	94070	650-722-4710	Renata (650) 759-3283	renata.lance@clubpilates.com; sean.lance@clubpilates.com	6%	2%	06/01/15
31	Club Pilates Granada Hills	CA	Bereny	Robert	18037 Chatsworth Street	Granada Hills	CA	91344	(818) 210-3288	(818) 900-2670	robert.bereny@clubpilates.com	6%	2%	06/10/15
32	Club Pilates Westlake Village	CA	Bereny	Robert	2820 Townsgate Rd #107	Thousand Oaks	CA	91361	805.556.7070	(818) 900-2670	robert.bereny@clubpilates.com	6%	2%	06/10/15
33	Club Pilates Woodland Hills (Bereny)	CA	Bereny	Robert			CA			(818) 900-2670	robert.bereny@clubpilates.com	6%	2%	06/10/15
34	Club Pilates South Overland Park	KS	O'Dell	Andrea	6601 W 119th St	Overland Park	KS	66209	913.562.9570	(913) 669-5936	andrea.odell@clubpilates.com	6%	2%	06/12/15
35	Club Pilates Bellevue	WA	Adams	Nikki	143 106th Ave NE	Bellevue	WA	98004	253-709-1446	(253) 709-1446	nikki.adams@clubpilates.com; paul.adams@clubpilates.com	6%	2%	06/21/15

Schedule 9.27

36	Club Pilates Kent	WA	Adams	Nikki	124 4th Ave South	Kent	WA	98032	253.709.1446	(253) 709-1446	nikki.adams@clubpilates.com; paul.adams@clubpilates.com	6%	2%	06/21/15
37	Club Pilates Arrowhead	AZ	Marrinan	Jennifer	20329 North 59th Avenue Ste A1	Glendale	AZ	85308	480.372.8100	(619) 200-2992	jennifer.marrinan@clubpilates.com	6%	2%	06/23/15
38	Club Pilates Fullerton	CA	Suder	Chris	1313 S Harbor Blvd	Fullerton	CA	92832	714.519.3841	(760) 908-9257	chris.suder@clubpilates.com	6%	2%	06/24/15
39	Club Pilates Brea	CA	Suder	Chris	3357 E. Imperial Hwy	Brea	CA	92823	657-315-9080	(760) 908-9257	chris.suder@clubpilates.com	6%	2%	06/24/15
40	Club Pilates Katy	TX	Pontone/Hunt	Scott/Elisa/Nate	10705 Spring Green Blvd., #200,	Katy	TX	77494	832.913.1847	Nate (858) 212-6787	elisa.pontone@clubpilates.com; nate.hunt@clubpilates.com	6%	2%	06/30/15
41	Club Pilates Houston - The Heights	TX	Pontone/Hunt	Scott/Elisa/Nate			TX			Nate (858) 212-6787	elisa.pontone@clubpilates.com; nate.hunt@clubpilates.com	6%	2%	06/30/15

Schedule 9.27

42	Club Pilates Spring Valley	NV	Rechester	Victoria/Emil	8665 W. Flamingo Rd., Suite 118	Las Vegas	NV	89147	702-608-1396	Victoria (323) 899-7083	emil.rechester@clubpilates.com	6%	2%	07/01/15
43	Club Pilates Highlands Ranch West	CO	Busse	Mary	2229 Wildcat Reserve Parkway	Highlands Ranch	CO	80129	720.557.9606	Mary (760) 801-9416	mary.busse@clubpilates.com	6%	2%	07/10/15
44	Club Pilates Belmar	CO	Easterly	Kevin	437 S Wadsworth Blvd, Suite F	Lakewood	CO	80226	720-789-1011	760.845.5686	kevin.easterly@clubpilates.com	6%	2%	07/13/15
45	Club Pilates Ken Caryl	CO	Easterly	Kevin	11757 West Ken Caryl Avenue, Suite G	Littleton	CO	80127	720.579.7285	760.845.5686	kevin.easterly@clubpilates.com	6%	2%	07/13/15
46	Club Pilates Edgewater	CO	Carlson	Jennifer	1931-V Sheridan Blvd.	Edgewater	CO	80214	720.446.9777	(303) 949-5466	jennifer.carlson@clubpilates.com	6%	2%	07/22/15
47	Club Pilates Santee	CA	Mann	Katie	225 Town Center Parkway, Suite C	Santee	CA	92071	619-485-1800	(619) 569-4421	katie.mann@clubpilates.com	6%	2%	08/07/15

Schedule 9.27

48	Club Pilates Longmont	CO	Hendricks	Joe	700 Ken Pratt Boulevard	Longmont	CO	80501	720.442.8385	Joe 303-513-4498 Kelly 720-355-1954	kelly.hendricks@clubpilates.com	6%	2%	08/17/15
49	Club Pilates Bozeman	MT	Thomison	Ashlie	1707 W. Oak Street, Suite C	Bozeman	MT	59715	406.404.1922	406-595-0404	Ashlie.thomison@clubpilates.com	6%	2%	09/30/15
50	Club Pilates Mission Viejo	CA	Watson / Lombardi	Keely / Ed	25800 Jeronimo Road Ste 404	Mission Viejo	CA	92691	949-446-8243	Keely (619) 261-5898	keely.watson@clubpilates.com; ed.lombardi@clubpilates.com	6%	2%	10/09/15
51	Club Pilates Severna Park	MD	Cutchall	Laura	454 B Governor Ritchie Highway	Severna Park	MD	21146	410.648.4400	(858) 603-3360	Laura.cutchall@clubpilates.com	4%	2%	10/20/15
52	Club Pilates Annapolis	MD	Cutchall	Laura	2661 Riva Road Ste 625	Annapolis	MD	21401	240.324.7474	(858) 603-3360	Laura.cutchall@clubpilates.com	6%	2%	10/20/15
53	Club Pilates Huntingt on Beach	CA	Borga	Brittany	7012 #103 Edinger Ave	Huntington Beach	CA	92647	657.464.4696	(412) 651-1970	brittany.borga@clubpilates.com	6%	2%	10/23/15
54	Club Pilates Fremont	CA	Peng	Johnny & Ronnie	44047 Osgood Rd. Ste. 220	Fremont	CA	94539		510.366.2127	johnny.peng@clubpilates.com; ronnie.peng@clubpilates.com	6%	2%	11/20/15

Schedule 9.27

55	Club Pilates Campbell	CA	Venkatesan	Hema & Anathan	10 E Hamilton Ste # 300	Campbell	CA	95008	408.412.0130	208.863.0943	hema.venkatesan@clubpilates.com; venkat.ananthan@clubpilates.com	6%	2%	11/20/15
56	Club Pilates Downtown Phoenix	AZ	Marrinan	Jennifer	111 W. Monroe #128	Phoenix	AZ	85003	480.372.8100	(619) 200-2992	jennifer.marrinan@clubpilates.com	6%	2%	11/22/15
57	Club Pilates Arbor Lakes	MN	Ras	Brent	11660 Fountains Dr	Maple Grove	MN	55369	763.219.4880	612.385.0588	brent.ras@clubpilates.com; kate.ras@clubpilates.com	6%	2%	11/23/15
58	Club Pilates Camarillo	CA	Tooley	Sheri	2360-F Las Posas Road	Camarillo	CA	93010	(805) 261-1255	818.384.3035	sheri.tooley@clubpilates.com; john.tooley@clubpilates.com	6%	2%	11/23/15
59	Club Pilates Chesterfield	MO	Schade	Andrea	122 Hilltown Village Center	Chesterfield	MO	63017	636.556.0526	7757719605	andrea@clubpilates.com	6%	2%	11/26/15
60	Club Pilates Brentwood STL	MO	Schade	Andrea	2535 S. Brentwood Blvd	St Louis	MO	63144	314.441.5 855	7757719605	andrea@clubpilates.com	6%	2%	11/26/15
61	Club Pilates Klein	TX	Fichaud / Bryan	Chris / Susan	7316 Louetta Road #B302	Spring	TX	77379	(281) 607-2485	C: 713-254-0213 S: 713.882.8873	chris.fichaud@clubpilates.com; susan.bryan@clubpilates.com	6%	2%	12/03/15

62	Club Pilates Wyckoff	NJ	Sapka	Allison / Chris	525 Cedar Hill Ave	Wyckoff	NJ	07481	201.447.2500	C: 201.916.3359 A: 973.951.2074	allison.sapka@clubpilates.com; chris.sapka@clubpilates.com	6%	2%	12/21/15
63	Club Pilates Progress Ridge	OR	Wynkoop	Dan / Debra	12305 SW Horizon Blvd Suite J207	Beaverton	OR	97007	(503) 605-1453	503-720-9556	dan.wynkoop@clubpilates.com; debra.wynkoop@clubpilates.com	6%	2%	12/22/15
64	Club Pilates Echo Park	CA	Watson / Lombardi	Keely / Ed	1720 West Sunset Blvd	Echo Park	CA	90026	323-505-4355	Keely (619) 261-5898	keely.watson@clubpilates.com; ed.lombardi@clubpilates.com	6%	2%	12/31/15
65	Club Pilates NoHo	CA	Ovakimian	Sarkis / Esther	5077 Lankershim Boulevard Suite F	North Holly wood	CA	91601	818-210 3422	S: 818.675.50 61	sarkis.ovakimian@clubpilates.com; ester.plavdjian@clubpilates.com	6%	2%	01/22/16
66	Club Pilates Brookhaven	GA	Stennett	Kellen	5001 Peachtree Blvd Suite 630	Chamblee	GA	30341	(678) 996-1988	K: 404.456.4110 M: 609.605.4315	kellen.stennett@clubpilates.com; matt.omiatek@clubpilates.com	6%	2%	02/10/16

67	Club Pilates Pleasanton	CA	Shiraki	Robert / Jessica	6766 Bernal Ave. Suite 530	Pleasonton	CA	94566	925.255.0880	R:650.766.5900	robert.shiraki@clubpilates.com; jessica.shiraki@clubpilates.com	6%	2%	02/15/16
68	Club Pilates Lafayette	CA	Darrel Swift	Janani (Jan) Siva	3506 Mt. Diablo Blvd., Suite E	Lafayette,	CA	94549	925.900.5788	520.289.0439	jan.siva@clubpilates.com; darrel.swift@clubpilates.com	6%	2%	02/23/16
69	Club Pilates San Clemente	CA	Hammett	Emily	802 Avenida Talega Ste 104	San Clemente	CA	92673		Emily (626)233-9220	emily.hammett@clubpilates.com	6%	2%	02/23/16
70	Club Pilates Brickell	FL	Maria Gutierrez	Tania Peck	117 SW 10th Ste #103	Miami	FL	33130	786.509.9831	T:786.218.3572 M:954.673.1536	Tania.peck@clubpilates.com; Mariaisabel.gutierrez@clubpilates.com	6%	2%	02/26/16
71	Club Pilates Chino Hills	CA	Truong	Amy / Anthony	13920 City Center Drive Suite 4010	Chino Hills	CA	91709	909.529.1041	949.278.7719	amy.truong@clubpilates.com; tong.truong@clubpilates.com	6%	2%	02/26/16
72	Club Pilates Saratoga	CA	Ko/Wu	Ken/Jessie	14410 Big Basin Way, STE E	Saratoga	CA	95070	669.256.5200	k:408.641.1511	ken.ko@clubpilates.com; jessie.wu@clubpilates.com	6%	2%	03/15/16
73	Club Pilates Symmes Township	OH	Pallatroni	Bob	12088 Montgomery Road	Cincinnati	OH	45249	513.766.9008	513.225.4475	bob.pallatroni@clubpilates.com	6%	2%	03/17/16

Schedule 9.27

74	Club Pilates East Cobb	GA	Little	Stephanie	2960 Shallowford Rd #200	Marietta	GA	30066	678.647.6220	404.245.2691	stephanie.little@clubpilates.com	6%	2%	03/18/16
75	Club Pilates Emeryville	CA	Miller	Jerry & Melissa			CA			M:510.919.4484	melissa.miller@clubpilates.com ; jerry.miller@clubpilates.com	6%	2%	03/18/16
76	Club Pilates Waterford Lakes	FL	Johnson	Heath	875 North Alafaya Trail	Orlando	FL	32828	407.204.9501	508.725.2108	heath.johnson@clubpilates.com	6%	2%	03/21/16
77	Club Pilates Short Hills	NJ	Collins	Caroline & Dennis	770 Morris Turnpike	Short Hills	NJ	07078	973.710.4755	C:917.796.9618	caroline.collins@clubpilates.com; dennis.collins@clubpilates.com	6%	2%	03/23/16
78	Club Pilates Lincoln Park	IL	Phelps	Abby	2047 N. Clybourn Ave	Chicago	IL	60614	312.734.1069	312.399.3256	abby.phelps@clubpilates.com	6%	2%	03/29/16
79	Club Pilates Carmel	IN	Thorpe	Ralph / Julie	2482 E. 146th Street	Carmel	IN	46033	317)565-4828	317.696.4600	ralph.thorpe@clubpilates.com	6%	2%	03/30/16
80	Club Pilates Westfield	NJ	Dimitrios/Helen/ Arnold/ Amy	Angelis / DeGarcia	225 Broad Ave	Westfield	NJ	07090	908.233.0950	D:914.772.9973 A:917.921.2595	dimitrios.angelis@clubpilates.com; helen.angelis@clubpilates.com; arnold.degarcia@clubpilates.com; amy.degarcia@clubpilates.com	6%	2%	03/31/16

Schedule 9.27

81	Club Pilates Chandler	AZ	Guzick	Bill / Jennifer	4085 South Gilbert Road, Shops B - Suite 5	Chandler	AZ	85249	480.771.4459	J:480.695.7116 Bill:480.826.4181	jennifer.guzick@clubpilates.com; bill.guzick@clubpilates.com	6%	2%	03/31/16
82	Club Pilates Sunnyvale	CA	Gonzalez	Lewis	562 E. El Camino Real	Sunnyvale	CA	94087	408.675.9071	650.776.7813	lewis.gonzalez@clubpilates.com	6%	2%	04/08/16
83	Club Pilates Frisco	TX	Buck	Chris and Nathalie	6959 Lebanon Road, Ste 121	Frisco	TX	75034	469.701.1252	N:214.770.5525	nathalie.buck@clubpilates.com; chris.buck@clubpilates.com	6%	2%	04/11/16
84	Club Pilates East Memphis	TN	Barnes	Tara & Philip	6300 Poplar Ave Ste 103	Memphis	TN	38119	901.646.5054	T:901.628.8004	tara.barnes@clubpilates.com; phillip.barnes@clubpilates.com	6%	2%	04/15/16
85	Club Pilates Winter Park	FL	Goldman	Christine	1222 N. Orange Ave. Ste B	Winter Park	FL	32789	407.960.7042	321.231.5262	christine.goldman@clubpilates.com	6%	2%	04/15/16
86	Club Pilates Monrovia	CA	Park	Bora	1169 Huntington Drive	Duarte	CA	91010	626.507.5522	213.840.2203	bora.park@clubpilates.com	6%	2%	04/15/16
87	Club Pilates Wauwatosa	WI	Tsuchiyama	Robert & Beth	6931 W North Ave	Wauwatosa	WI	53213		R:404.307.5634	robert.tsuchiyama@clubpilates.com; beth.tsuchiyama@clubpilates.com	6%	2%	05/11/16

Schedule 9.27

88	Club Pilates Ashburn	VA	Ask	Ryan	43670 Greenway Corporate Drive	Ashburn	VA	20147	703.828.0779	607.331.4909	ryan.ask@clubpilates.com	6%	2%	05/13/16
89	Club Pilates Scottsdale Promenade	AZ	Gatzemeier	Don & Emma	16447 N. Scottsdale Rd. Suite 119	Scottsdale	AZ	85254	480.447.4044	602.663.2049	don.gatzemeier@clubpilates.com	6%	2%	05/16/16
90	Club Pilates Gilbert	AZ	Anderson	Doug & Maggie	3131 S. Market St, Suite 103	Gilbert	AZ	85295	480.999.3825	D:480.388.1852	doug.anderson@clubpilates.com; maggie.anderson@clubpilates.com	6%	2%	05/18/16
91	Club Pilates Ramsey	NJ	Mokray	Joan	875 Route 17 South, Ramsey Center	Ramsey	NJ	07446	551.264.9222	201.755.5748	joan.mokray@clubpilates.com	6%	2%	05/19/16
92	Club Pilates North San Jose	CA	Fizzah Raza	Ronnie Sarwar	1708 Oakland Road, Suite 200	San Jose	CA	95131	408.359.4484	615.364.1690	ronnie.sarwar@clubpilates.com	6%	2%	05/20/16
93	Club Pilates SFO-Mission Bay	CA	Srivastava	Amit & Seema			CA			408.202.9619	seema.srivastava@clubpilates.com; amit.srivastava@clubpilates.com	6%	2%	05/20/16

94	Club Pilates St. Petersburg	FL	Griffin	Jim	111 2nd Avenue NE #215	St. Petersburg	FL	33701		224.436.0647	jim.griffin@clubpilates.com; catherine.griffin@clubpilates.com	6%	2%	05/31/16
95	Club Pilates South Tampa	FL	Griffin	Jim	938 South Howard Ave	Tampa	FL	33606	813-607-2990	224.436.0647	jim.griffin@clubpilates.com; catherine.griffin@clubpilates.com	6%	2%	05/31/16
96	Club Pilates Emerson	NJ	Warner	Alison	437 Old Hook Road Unit #5	Emerson	NJ	07630	201.949.7222	551.427.7806	alison.warner@clubpilates.com	6%	2%	05/31/16
97	Club Pilates South Providence	NC	Harris	Doug	10822 Providence Rd Ste 800	Charlotte	NC	28277		704.491.6717	doug.harris@clubpilates.com; kris.harris@clubpilates.com	6%	2%	06/03/16
98	Club Pilates Carrollwood	FL	Philyaw	Nathan	13158 N Dale Mabry Hwy	Tampa	FL	33618	813.773.3880	904.635.0298	nathan.philyaw@clubpilates.com	6%	2%	06/03/16
99	Club Pilates Roseville	CA	Lance	Renata and Sean	1921 Douglas Boulevard, Suite 104	Roseville	CA	95661	916.318.9908	Renata (650) 759-3283	renata.lance@clubpilates.com ; sean.lance@clubpilates.com	6%	2%	06/15/16
100	Club Pilates Newcastle	WA	Adams	Nikki	132nd Place SE and Newcastle Connector Road	Newcastle	WA			(253) 709-1446	nikki.adams@clubpilates.com; paul.adams@clubpilates.com	6%	2%	06/16/16

Schedule 9.27

101	Club Pilates Hoboken	NJ	Horvath	Emese	1400 Hudson	Hoboken	NJ	0		770.910.2934	emese.horvath@clubpilates.com	6%	2%	06/20/16
102	Club Pilates Washtenaw	MI	Vogel	Nick	3372 Washtenaw Ave	Ann Arbor	MI	48104	734.887.1938	989.992.8422	nick.vogel@clubpilates.com	6%	2%	06/27/16
103	Club Pilates Winter Garden	FL	Wilson	Chris	13848 Tilden RD Ste 130	Winter Garden	FL	34787	407-890-5344	732.803.0226	chris.wilson@clubpilates.com	6%	2%	06/28/16
104	Club Pilates Loehmann's Plaza	CA	Holmes	Brian	2529 Fair Oaks Blvd	Sacramento	CA	95825	916.400.9225	B:661.332.2233	brian.holmes@clubpilates.com; adrian.holmes@clubpilates.com	6%	2%	07/01/16
105	Club Pilates Katy #2	TX	Heslop	Pam			TX			281.497.4557	pam.heslop@clubpilates.com	6%	2%	07/05/16
106	Club Pilates Scarsdale	NY	Rhyu	Heather	365 Central Park Avenue	Scarsdale	NY	10583	914.449.4411	310.972.8786	heather.rhyu@clubpilates.com	6%	2%	07/14/16
107	Club Pilates Castle Rock	CO	Borrego	George & Julie	6360 Promenade Parkway Unit 120	Castle Rock	CO	80108	720.575.7185	G:720.278.3084	george.borrego@clubpilates.com; julie.borrego@clubpilates.com	6%	2%	07/19/16

108	Club Pilates Temecula	CA	Teranchi	Shahin	33175 Temecula Pkwy Ste C	Temecula	CA	92562	951.396.7000	951.237.2379	shahin.tehranchi@clubpilates.com; zohal.tehranchi@clubpilates.com	6%	2%	07/22/16
109	Club Pilates Scottsdale Shea	AZ	Jacobs	Keith	9301 E. Shea Unit 104	Scottsdale	AZ	85260	480.771.3774	K: 910-274-8201	keith.jacobs@clubpilates.com; yvette.jacobs@clubpilates.com	6%	2%	07/29/16
110	Club Pilates Buckhead	GA	Stennett	Kellen	2391 Peachtree Rd, NE Suite B3AB	Atlanta	GA	30305	470.885.0623	K: 404.456.4110 M: 609.605.4315	kellen.stennett@clubpilates.com; matt.omiatek@clubpilates.com	6%	2%	07/30/16
111	Club Pilates Lakewood	CA	Park	Bora			CA			213.840.2203	bora.park@clubpilates.com	6%	2%	08/10/16
112	Club Pilates Cerritos	CA	Park	Bora			CA			213.840.2203	bora.park@clubpilates.com	6%	2%	08/10/16
113	Club Pilates Sandy	UT	Sanger	Travis/Heidi	2079 East 9400 South	Sandy	UT	84093	385.800.3220	701.866.5036	travis.sanger@clubpilates.com; heidi.sanger@clubpilates.com	6%	2%	08/11/16
114	Club Pilates Ventura	CA	Bloore	Ken & Allison	4020 E. Main St. #B- 1-2	Ventura	CA	93003	805.856.4424	K: 818.917.8114	ken.bloore@clubpilates.com; allison.drury@clubpilates.com	6%	2%	08/17/16
115	Club Pilates Simi Valley	CA	Bloore	Ken & Allison	2955 Cochran St #B201	Simi Valley	CA	93065	805.261.1444	K: 818.917.8114	ken.bloore@clubpilates.com; allison.drury@clubpilates.com	6%	2%	08/17/16

116	Club Pilates Chandan Place	IL	Schlichting	Steve & Robin	3065 N. Perryville Rd., Ste #147	Rockford	IL	61114	815.860.0710	S: 815.985.1337	steve.schlichting@clubpilates.com; robin.schlichting@clubpilates.com	6%	2%	08/23/16
117	Club Pilates Alpharetta	GA	Worley	Mark	3005 Old Alabama Rd	Alpharetta	GA	30022	678.919.8733	678.488.0785	mark.worley@clubpilates.com	6%	2%	08/23/16
118	Club Pilates Framingham	MA	Miller	Mike & Tammy	25 Prospect St	Framingham	MA	01701	774.999.0209	T: 860.817.8995	tammy.miller@clubpilates.com; mike.rizzo@clubpilates.com	6%	2%	08/25/16
119	Club Pilates North Raleigh	NC	Schuck/Smith/Ruggieri	David / Jon / Joe	9400 Falls of Neuse Rd	Raleigh	NC	27615	919.670.3077	D: 336.404.7871	david.schuck@clubpilates.com; jon.smith@clubpilates.com; joe.ruggieri@clubpilates.com	6%	2%	08/25/16
120	Club Pilates Jax Beach	FL	Graham	Rick & Dawn	14035 Beach Blvd. Suite G	Jacksonville	FL		904.289.8300	R: 210.559.1732	rick.graham@clubpilates.com; dawn.graham@clubpilates.com	6%	2%	08/27/16
121	Club Pilates Culver City	CA	Stromblad	Katya	10732 Jefferson Blvd.	Culver City	CA	90230	310.424.5290	818.257.3047	katya.stromblad@clubpilates.com	6%	2%	08/29/16
122	Club Pilates Highland Village	TX	Martin	Todd & Debi	2540 Justin Rd. Suite 177	Highl and Village	TX	75077	972.597.4275	D: 972.977.7277	debi.martin@clubpilates.com; todd.martin@clubpilates.com	6%	2%	09/16/16

Schedule 9.27

123	Club Pilates Mooresville	NC	Pennypacker	John	146 Mooresville Commons Way Unit 25	Mooresville	NC	28117	980.260.0000	980.240.1792	john.pennypacker@clubpilates.com	6%	2%	09/20/16
124	Club Pilates Englewood	NJ	Untener	Scott	19 W. Palisade Ave.	Englewood	NJ	07631	201.568.1700	914.261.1219	scott.untener@clubpilates.com	6%	2%	09/21/16
125	Club Pilates Indian Lake	TN	Fielder	Tom	217 Indian Lake Blvd. Ste. 1002	Hendersonville	TN	37075	615.270.2470	615.579.3070	tom.fielder@clubpilates.com	6%	2%	09/22/16
126	Club Pilates South Naperville	IL	Smith	Eric	2695 Forgue Drive, #109	Naperville	IL	60564	331.401.5788	630.362.9593	eric.smith@clubpilates.com	6%	2%	09/23/16
127	Club Pilates Flower Mound	TX	Springer	Bobby	1221 Flower Mound Rd Ste 320	Flower Mound	TX	75028	817.668.0108	615.268.9432	bobby.springer@clubpilates.com / sonya.springer@clubpilates.com	6%	2%	09/27/16
128	Club Pilates Savage	MN	Bounds	Steve & Angela	14010 Highway 13 South	Minneapolis	MN	55378	952.777.5905	S: 303.883.4605	steve.bounds@clubpilates.com; angela.bounds@clubpilates.com	6%	2%	09/29/16

Schedule 9.27

129	Club Pilates Sugar Land	TX	Gowens	Bret	3157 Highway 6	Sugar Land	TX	77478	281.369.4977	832.659.4501	bret.gowens@clubpilates.com	6%	2%	09/29/16
130	Club Pilates Pembroke Pines	FL	Elgarresta / Harper	Ed / Christina	14954 Pines Blvd	Pembrooke Pines	FL	33207	954-500-2582	E: 305.606.6198	ed.elgarresta@clubpilates.com; christina.elgarresta@clubpilates.com	6%	2%	10/07/16
131	Club Pilates Tempe	AZ	Guzick	Bill /Jennifer	1825 East Guadalupe Ste F-102	Tempe	AZ	85283	480.566.0335	J: 480.695.7116 Bill: 480.826.4181	jennifer.guzick@clubpilates.com; bill.guzick@clubpilates.com	6%	2%	10/18/16
132	Club Pilates Woodbury	MN	Kodet	David	9000 Hudson Rd #602	Woodbury	MN	55125	651-323-1134	612.877.0764	dave.kodet@clubpilates.com	6%	2%	10/19/16
133	Club Pilates Henderson	NV	Rechester	Victoria /Emil	10525 S. Eastern Ave. Ste 140	Henderson	NV	89052	702.907.2758	Victoria (323) 899-7083	emil.rechester@clubpilates.com	6%	2%	10/20/16
134	Club Pilates McKinney	TX	Mehmood	Jodi & Shahid	9245 Virginia Pkwy, Suite #200	McKinney	TX	75071	972-838-5558	J: 682.553.8173	jodi.mehmood@clubpilates.com	6%	2%	10/24/16
135	Club Pilates New Hyde Park	NY	Lo	David	1632 Marcus Ave.	New Hyde Park	NY	11040	516-654-6938	D: 646.379.0824 M: 516.527.4712	david.lo@clubpilates.com; michelle.lo@clubpilates.com	6%	2%	10/26/16

Schedule 9.27

136	Club Pilates Glen Ellyn	IL	Smith	Allison & Aaron	369 Roosevelt Rd	Glen Elyn	IL	0		630.337.6350	allison.smith@clubpilates.com; aaron.smith@clubpilates.com	6%	2%	10/27/16
137	Club Pilates Elk Grove	CA	Holmes	Brian	8235 Laguna Blvd.#120	Elk Grove	CA	95758	916.936.2582	B: 661.332.2233	brian.holmes@clubpilates.com; adrian.holmes@clubpilates.com	6%	2%	11/02/16
138	Club Pilates San Pedro	CA	Thomas /Davis	Joni/Tiffany	936 N. Western Ave	San Pedro	CA	90732	310-844-1860	T: 773.320.0921	joni.thomas@clubpilates.com; tiffany.davis@clubpilates.com	6%	2%	11/02/16
139	Club Pilates Salisbury	MD	Horan	Ed	1305 S. Salisbury Blvd. Unit 1	Salisbury	MD	21801	410.339.1699	845.764.1943	ed.horan@clubpilates.com	6%	2%	11/13/16
140	Club Pilates Madison #1	WI	Baldwin	Nathan & Erica	390 S Grand Ave	Sun Prairie	WI			N: 608.609.5152	nathan.baldwin@clubpilates.com; erika.baldwin@clubpilates.com	6%	2%	11/18/16
141	Club Pilates Houston (Canga)	TX	Canga	Ivan			TX			832.868.5973	ivan.canga@clubpilates.com	6%	2%	11/18/16
142	Club Pilates Vancouver	CAN	Oussov	Ilia/Serguei			CAN			604.671.0657	ilia.oussov@clubpilates.com; serguei.oussov@clubpilates.com	6%	2%	11/18/16

143	Club Pilates Atascocita	TX	Wells	Daniela & David	16430 W. Lake Houston Pkwy., Suite 300-	Houston	TX	77044	832.779.2622	832.923.0228	david.wells@clubpilates.com; daniela.wells@clubpilates.com	6%	2%	11/18/16
144	Club Pilates Sparks	NV	Beardsley	Allison	2453 Wingfield Hills Road, Suite 130	Sparks	NV	89436	(775)737-3322	(775)-737-3322	allison@clubpilates.com	6%	2%	11/21/16
145	Club Pilates Lehi	UT	Edmonds/ Miller	Mike & Becky/Scott & Karie	1881 W. Traverse Parkway, Ste B	Lehi	UT	84043	385-831-7077	801.707.5630	mike.edmonds@clubpilates.com; scott.miller@clubpilates.com	6%	2%	11/22/16
146	Club Pilates Cedar Park	TX	Hernandez/Lindner	Hector / Molly	5001 183A Toll Road Suite G400	Cedar Park	TX	78613	512.399.5212	512.593.3652	hector.hernandez@clubpilates.com; molly.lindner@clubpilates.com	6%	2%	05/01/17
147	Club Pilates West Caldwell	NJ	Uku	Richard	800 Bloomfield Ave	West Caldwell	NJ	7006	973-787-9074	917.670.7396	richard.uku@clubpilates.com	6%	2%	11/23/16
148	Club Pilates Laguna Niguel	CA	Watson/ Lombardi	Keely / Ed	30100 Town Center Drive, Suite B-1	Laguna Niguel	CA	92677	949-257-2292	Keely (619)261-5898	keely.watson@clubpilates.com; ed.lombardi@clubpilates.com	6%	2%	11/30/16

Schedule 9.27

149	Club Pilates West Hills	OR	Sander	Scott & Misty	7515 SW Barnes Rd. Ste 102	Portland	OR	97225	971.249.8555	S: 971.998.0279	scott.sander@clubpilates.com; misty.sander@clubpilates.com	6%	2%	12/08/16
150	Club Pilates Plymouth	MN	Ras	Brent	3570 Vicksburg Lane, Suite 400	Plymouth	MN	55447	763-390-7933	612.385.0588	brent.ras@clubpilates.com; kate.ras@clubpilates.com	6%	2%	12/15/16
151	Club Pilates New Braunfels	TX	Becker	Lance & Sara	1935 W State Hwy 46, Suite 104	New Braunfels	TX	78132	830.632.9666	L: 512.787.3703	lance.becker@clubpilates.com; sarah.becker@clubpilates.com	6%	2%	12/16/16
152	Club Pilates Eagle	ID	Le	Hieu & Thy	3130 E. State St. Suite 115	Boise	ID	83616	208-912-0071	208.890.1770	hieu.le@clubpilates.com; thy.vo@clubpilates.com	6%	2%	12/19/16
153	Club Pilates Holly Springs	NC	Schuck/ Smith/R uggieri	David / Jon / Joe	5321 Sunset Lake Rd.	Holly Springs	NC	27540		D: 336.404.7871	david.schuck@clubpilates.com; jon.smith@clubpilates.com; joe.ruggieri@clubpilates.com	6%	2%	12/21/16
154	Club Pilates Boise	ID	Louis	Laura			ID			208.841.0247	laura.louis@clubpilates.com	6%	2%	12/22/16

Schedule 9.27

155	Club Pilates La Mesa	CA	Mann	Katie	5907 Severin Drive	La Mesa	CA	91942	858-531-2348	(619)569-4421	katie.mann@clubpilates.com	6%	2%	12/28/16
156	Club Pilates Rivercha se	AL	Booker	Lindsay	1839 Montgomery Hwy. Suite D	Hoover	AL	35244	205-937-7265	(205)451-2482	lindsay.booker@clubpilates.com	6%	2%	12/30/16
157	Club Pilates Redlands	CA	Teranchi	Shahin	450 Stuart Ave. Suite D-120	Redlands	CA	92374		951.237.2379	shahin.tehranchi@clubpilates.com; zohal.tehranchi@clubpilates.com	6%	2%	12/30/16
158	Club Pilates Matthe ws	NC	Harrington	Julie & Paul	2211 Matthews Township Pkwy, Unit 9	Matthews	NC	28105	(704) 594-5670	J: 847.693.1777	julie.harrington@clubpilates.com	6%	2%	01/06/17
159	Club Pilates Wellingt on	FL	Smith	Joy	10660 Forest Hill Boulevard, Suite 140	Wellington	FL	33414	561-208-1233	561.386.0559	joy.smith@clubpilates.com	6%	2%	01/06/17
160	Club Pilates Del Mar	CA	Jones	Derek	12264 El Camino Real, Suite 201	San Diego	CA	92130	858-531-2348	619-980-2712	derek.jones@clubpilates.com	6%	2%	01/16/17

161	Club Pilates Madison	NJ	Collins	Caroline & Dennis	53 Main St	Madison	NJ	07940	973-765-6260	C: 917.796.9618	caroline.collins@clubpilates.com; dennis.collins@clubpilates.com	6%	2%	01/17/17
162	Club Pilates La Grange	IL	Walker	Sheri			IL			773.339.3246	sheri.walker@clubpilates.com	6%	2%	01/20/17
163	Club Pilates Kendall	FL	Clivio	Tara			FL			305.586.3131	tara.clivio@clubpilates.com	6%	2%	01/23/17
164	Club Pilates Princeton	NJ	Burd	Steven			NJ			609.610.8007	steve.burd@clubpilates.com	6%	2%	01/30/17
165	Club Pilates Downtown LA	CA	Violas	Stephanie	1119 S. Hope Street	Los Angeles	CA	90015	213-204-6900	(310)-489-9803	stephanie.violas@clubpilates.com	6%	2%	01/30/17
166	Club Pilates St. Matthews	KY	Ryser	Fred	4600 Shelbyville Road, suite 104	Louisville	KY	40243	502-907-1577	F:347.997.2052 K:917.597.4334	fred.ryser@clubpilates.com; katie.ryser@clubpilates.com	6%	2%	01/31/17
167	Club Pilates Sioux Falls	SD	Safranski	Michael & Tricia	5009 S. Western Ave Ste 220	Sioux Falls	SD	57108	605.68.6556	612.220.1469	michael.safranski@clubpilates.com; tricia.safranski@clubpilates.com	6%	2%	01/31/17

Schedule 9.27

168	Club Pilates Mission Grove	CA	Teranchi	Shahin	341 E. Alessandro Blvd #2G	Riverside	CA	92508	951.708.3600	951.237.2379	shahin.tehranchi@clubpilates.com; zohal.tehranchi@clubpilates.com	6%	2%	02/02/17
169	Club Pilates Sunrise	FL	Maddocks	Teresa & Alan			FL			954.962.0322	0	6%	2%	02/06/17
170	Club Pilates Las Colinas	TX	Martin	Todd & Debi	4000 N. MacArthur Blvd. Ste #A122	Irving	TX	75038	469.214.4822	D:972.977.7277	debi.martin@clubpilates.com; todd.martin@clubpilates.com	6%	2%	02/07/17
171	Club Pilates Colleyville	TX	Martin	Todd & Debi	4701 Colleyville Blvd. Ste 430	Dallas	TX	76034	817.409.6970	D:972.977.7277	debi.martin@clubpilates.com; todd.martin@clubpilates.com	6%	2%	02/07/17
172	Club Pilates North Fort Worth	TX	Martin	Todd & Debi	2317 North Tarrant Parkway, Suite 423	Fort Worth	TX	76177	682.312.6030	D:972.977.7277	debi.martin@clubpilates.com; todd.martin@clubpilates.com	6%	2%	02/07/17
173	Club Pilates Radnor	PA	Waller	George & Kris			PA			610.613.8380	george.waller@clubpilates.com; kris.waller@clubpilates.com	6%	2%	02/22/17
174	Club Pilates NW Reno	NV	Beardsley	Allison	1620 Robb Dr Ste C1	Reno	NV	89523	775-525-0549	(775)-737-3322	allison@clubpilates.com	6%	2%	02/23/17
175	Club Pilates Wexford	PA	Castiglione & Adamiak	Michael & Autumn			PA			M:724.815.7199	mike.castiglione@clubpilates.com; autumn.adamiak@clubpilates.com	6%	2%	02/24/17

Schedule 9.27

176	Club Pilates Poway	CA	Hoyos	Fernando			CA			619.831.1086	fernando.hoyos@clubpilates.com	6%	2%	02/27/17
177	Club Pilates Rancho Bernardo	CA	Hoyos	Fernando	12145 Alta Carmel Ct, Suite 220	San Diego	CA	92128	858.943.4741	619.831.1086	fernando.hoyos@clubpilates.com	6%	2%	02/27/17
178	Club Pilates Potomac	MD	Carnegie	Maritza			MD			301.275.4006	maritza.carnegie@clubpilates.com	6%	2%	02/28/17
179	Club Pilates Brentwood	CA	Griffin	Jim	11677 San Vicente Blvd Ste, 304	Los Angeles	CA	90049	424-368-2650	224.436.0647	jim.griffin@clubpilates.com; catherine.griffin@clubpilates.com	6%	2%	03/06/17
180	Club Pilates Schaumburg	IL	Ciesla	Frank & Christina			IL			847-975-8133	frank.ciesla@clubpilates.com; christina.ciesla@clubpilates.com	6%	2%	03/13/17
181	Club Pilates Burlington	MA	Trauzzi / Hard	Christopher / Marjie	43 Middlesex Turnpike, Unit 12	Burlington	MA	01803	781-300-7525	617-880-9987	chris.trauzzi@clubpilates.com; marjie.hard@clubpilates.com	6%	2%	03/14/17
182	Club Pilates Towne Lake	TX	Fichaud / Bryan	Chris / Susan	9955 Barker Cypress Ste 215	Cypress	TX	77433	832-653-9419	C: 713-254-0213 S: 713.882.8873	chris.fichaud@clubpilates.com; susan.bryan@clubpilates.com	6%	2%	03/31/17

Schedule 9.27

183	Club Pilates Avalon	GA	Worley	Mark	7160 Avalon Blvd	Alpharetta	GA	30009	678-996-5336	678.488.0785	mark.worley@clubpilates.com	6%	2%	04/04/17
184	Club Pilates Biltmore Park	NC	Cropp	Kevin & Hadley			NC			K: 919-593-0337	kevin.cropp@clubpilates.com; hadley.cropp@clubpilates.com	6%	2%	04/07/17
185	Club Pilates Santa Clarita	CA	Ovakimian	Sarkis / Esther			CA			S: 818.675.5061	sarkis.ovakimian@clubpilates.com; ester.plavdjian@clubpilates.com	6%	2%	04/10/17
186	Club Pilates Gainey Ranch	AZ	Jacobs	Keith	8787 N. Scottsdale Rd. Ste232	Scottsdale	AZ	85253	480-462-1299	K: 910-274-8201	keith.jacobs@clubpilates.com; yvette.jacobs@clubpilates.com	6%	2%	04/12/17
187	Club Pilates Assembly Row	MA	Miller	Mike & Tammy	389 Revolution Dr	Somerville	MA	2145	857-997-2580	M: 510.919.4484	melissa.miller@clubpilates.com ; jerry.miller@clubpilates.com	6%	2%	04/12/17
188	Club Pilates St. Charles	MO	Devers / McKelvey	Jennifer / Patricia	1894 Wentzville Parkway	Wentzville	MO			Devers: (636)-244-7311	jennifer.devers@clubpilates.com; patti.mckelvey@clubpilates.com	6%	2%	04/14/17
189	Club Pilates Woodstock	GA	Taylor/ Oliver	Paige/Andrew	1065 Buckhead Crossing	Woodstock	GA	28104			Paige.Taylor@clubpilates.com	6%	2%	05/22/17

190	Club Pilates Collegeville	PA	Koster/ Olivia	Marco/ Carla	222 East Main Street #012	Collegeville	PA	19426	484-284-8004		Marco.Koster@clubpilates.com	6%	2%	05/24/17
191	Club Pilates St. George 1	TU	McClure	Krista			UT				Krista.McClure@clubpilates.com	6%	2%	06/16/17
192	Club Pilates Spring Lake	NJ	Andricsak/ Massa	Cathy / Allison			NJ				Cathy.Andricsak@clubpilates.com	6%	2%	06/19/17
193	Club Pilates Boston (Peterson)	MA	Peterson	Jennifer			MA				Jennifer.Peterson@clubpilates.com	6%	2%	06/30/17
194	Club Pilates North Henderson	NV	Kim	Wesley			NV				Wesley.Kim@clubpilates.com	6%	2%	07/28/17
195	Club Pilates Foothill Ranch	CA	Georges	Bill & Beth			CA				Bill.Georges@clubpilates.com	6%	2%	09/07/17
196	Club Pilates Milwaukee (Schuda)	WI	Schuda	Michael & Anjelica			WI				Michael.Schuda@clubpilates.com	6%	2%	09/07/17

197	Club Pilates West Omaha	NE	Froscheiser	Jay & Angelina			NE				Jay.Froscheiser@clubpilates.com	6%	2%	09/21/17
198	Club Pilates Mansfield	TX	Becker	Lance & Sara	3300 East Broad St #130	Mansfield	TX	76063	817-592-2555	L:512.787.3703	lance.becker@clubpilates.com; sarah.becker@clubpilates.com	6%	2%	05/15/17
199	Club Pilates Round Rock	TX	Hernandez/Lindner	Hector/Molly	2800 South IH-35, Suite 160	Round Rock	TX	78681		512.593.3652	hector.hernandez@clubpilates.com; molly.lindner@clubpilates.com	6%	2%	11/22/16
200	Club Pilates Granite Hills	CA	Hughes	Megan	747 Jamacha Road	El Cajon	CA	92019	619.329.1180	619-204-9090	megan.hughes@clubpilates.com; carl.hughes@clubpilates.com	6%	2%	06/26/16
201	Club Pilates Tarzana	CA	Stromblad	Katya	18741 Ventura Blvd	Tarzana	CA	91356		818.257.3047	katya.stromblad@clubpilates.com	6%	2%	08/16/17
202	Club Pilates Reno	NV	Beardsley	Allison	6815 Sierra Center Parkway, Suite 500	Reno	NV	89511	775-2981678	(775)-737-3322	allison@clubpilates.com	0%	0%	n/a-founder
203	Club Pilates Livingston	NJ	Dimitrios/Helen/ Arnold / Amy	Angelis/ DeGarcia			NJ			D:914.772.9973 A:917.921.2595	dimitrios.angelis@clubpilates.com; helen.angelis@clubpilates.com; arnold.degarcia@clubpilates.com; amy.degarcia@clubpilates.com	6%	2%	09/26/17

204	Club Pilates Greenwood Village	CO	Easterly	Kevin	7600 Landmark Way, Suite B-106	Greenwood Village	CO	80111	720-546-2100		kevin.easterly@clubpilates.com	6%	2%	06/28/17
205	Club Pilates Bountiful	UT	Edmonds/Miller	Mike & Becky/Scott & Karie	530 W 500 S Suite D	Bountiful	UT	84010		801.707.5630	mike.edmonds@clubpilates.com; scott.miller@clubpilates.com	6%	2%	08/21/17
206	Club Pilates Belle Meade	TN	Fielder	Tom	4326 Harding Pike, Suite 105	Nashville	TN	37205	615.988.4488	615.579.3070	tom.fielder@clubpilates.com	6%	2%	06/27/17
207	Club Pilates Dilworth	NC	Harris	Doug			NC				doug.harris@clubpilates.com; kris.harris@clubpilates.com	6%	2%	09/12/17
208	Club Pilates Summerlin	NV	Rechester	Victoria/Emil	7460 W Lake Mead Blvd. # E1	Las Vegas	NV	89108	702-979-2422	Victoria (323) 899-7083	emil.rechester@clubpilates.com	6%	2%	05/31/17
209	Club Pilates Ardsley	NY	Rhyu	Heather	875 Saw Mill River Rd	Ardsley	NY	10502	914-292-1292	310.972.8786	heather.rhyu@clubpilates.com	6%	2%	05/05/17

210	Club Pilates Chapel Hill	NC	Schuck/Smith/Ruggieri	David / Jon / Joe	1800 E. Franklin Street #9	Chapel Hill	NC	27514	919.670.3077	D: 336.404.7871	david.schuck@clubpilates.com; jon.smith@clubpilates.com; joe.ruggieri@clubpilates.com	6%	2%	06/27/17
211	Club Pilates Yorba Linda	CA	Watson / Lombardi	Keely / Ed			CA			Keely (619) 261-5898	keely.watson@clubpilates.com; ed.lombardi@clubpilates.com	6%	2%	07/31/17
212	Club Pilates Stamford #1	CT	Ackerman	Scott	1063 Boston Post Road	Darien	CT			917.692.8894	scott.ackerman@clubpilates.com	6%	2%	10/21/16
213	Club Pilates Manhattan #1	NY	Acquista	Dominick			NY			Dom:917.774.2853	dominick.acquista@clubpilates.com	6%	2%	01/31/17
214	Club Pilates South Carolina #1	SC	Agnoff	Steve & Mindy	1121-F Military Cutoff Rd.,	Wilmington	SC	28405	910.408.2630	910-313-0230	steve.agnoff@clubpilates.com; mindy.agnoff@clubpilates.com	6%	2%	03/08/17
215	Club Pilates South Carolina #2	SC	Agnoff	Steve & Mindy			SC				steve.agnoff@clubpilates.com; mindy.agnoff@clubpilates.com	6%	2%	06/29/17
216	Club Pilates Chicago #1 (Asbury)	IL	Asbury	Janet			IL			773.983.8165	janet.asbury@clubpilates.com	6%	2%	10/20/16
217	Club Pilates San Luis Obispo	CA	Attaway	Julianne (Juli)			CA			(619) 248-5891	juli.attaway@clubpilates.com	6%	2%	07/06/16

218	Club Pilates Chicago #1 (Baldwin)	IL	Baldwin	Nathan & Erica	901 W Madison St.	Chicago	IL	60607		N: 608.609.5152	nathan.baldwin@clubpilates.com; erika.baldwin@clubpilates.com	6%	2%	01/24/17
219	Club Pilates Germant own	TN	Barnes	Tara & Philip			TN			T: 901.628.8004	tara.barnes@clubpilates.com; phillip.barnes@clubpilates.com	6%	2%	04/15/16
220	Club Pilates Reston	VA	Black	Vince	47100 Community Plaza #63A	Sterling	VA	20164	(703) 429-1764	703.307.9085	vince.black@clubpilates.com	6%	2%	08/30/16
221	Club Pilates Birmingh am #2	AL	Booker	Lindsay	3534 Rockhill Rd	Birmingham	AL	35233		(205) 451-2482	lindsay.booker@clubpilates.com	6%	2%	12/30/16
222	Club Pilates Broomfield	CO	Boselli	Elizabeth	14336 Lincoln Street	Thornton	CO	80023	720 441-4559	303-875-4307	elizabeth.boselli@clubpilates.com	6%	2%	03/15/17
223	Club Pilates Richmond #1	VA	Burleigh	Brian			VA			804-402- 0353	bryan.burleigh@clubpilates.com	6%	2%	04/10/17
224	Club Pilates Seattle	WA	Castro	Savannah & Maya			WA			S: 206.852.6331	savannah.castro@clubpilates.com; maya.castro@clubpilates.com	6%	2%	01/17/17

Schedule 9.27

225	Club Pilates Norfolk #1	VA	Celia	Joe			VA			917-991-0400	joe.celia@clubpilates.com	6%	2%	04/10/17
226	Club Pilates Brooklyn	NY	Chu	Isaac	181 Pacific St	Brooklyn	NY	11201	718-635-1699	646.610.0389	isaac.chu@clubpilates.com	6%	2%	08/29/16
227	Club Pilates Tulsa #1 (Clark)	OK	Clark	Curt	9130 S Sheridan Rd	Tulsa	OK	74133		918.740.0777	curt.clark@clubpilates.com; victoria.clark@clubpilates.com	6%	2%	12/19/16
228	Club Pilates TBD 1	NC	Cleveland	Aleshka			NC			8287749405	aleshkacleveland@icloud.com	6%	2%	02/25/15
229	Club Pilates TBD 2	NC	Cleveland	Aleshka			NC			8287749405	aleshkacleveland@icloud.com	6%	2%	02/25/15
230	Club Pilates Rochester	MI	Cronin	Kristen			MI			(248) 410-4259	kristen.cronin@clubpilates.com	6%	2%	06/22/16
231	Club Pilates Naples #1	FL	Deutsch	Adam			FL			614.309.9890	adam.deutsch@clubpilates.com	6%	2%	02/15/17
232	Club Pilates Virginia Highland A	GA	Dube	Sheetal and Sandeep			GA			503.780.6302	sheetal.dube@clubpilates.com; sandeep.dube@clubpilates.com	6%	2%	02/25/16

233	Club Pilates Coral Springs (Dziugelis)	FL	Dziugelis	Innetta and Aurimas	4388 N. State Rd 7	Coral Springs	FL	33073		561.716.7128	innetta.dziugelis@clubpilates.com	6%	2%	02/15/17
234	Club Pilates Mill Creek	UT	Edmonds/Miller	Mike & Becky/Scott & Karie	1140 E. Brickyard Rd.#30	Salt Lake City	UT	84106	801-939-2300	801.707.5630	mike.edmonds@clubpilates.com; scott.miller@clubpilates.com	6%	2%	04/11/17
235	Club Pilates Austin #1 (Fraser)	TX	Fraser	Theresa & Glenn	2712 Bee Cave Rd	Austin	TX	78746	512.515.1440	T: 858.750.8595	theresa.fraser@clubpilates.com	6%	2%	11/21/16
236	Club Pilates Austin #2 (Fraser)	TX	Fraser	Theresa & Glenn			TX			T: 858.750.8595	theresa.fraser@clubpilates.com	6%	2%	08/16/17
237	Club Pilates Cleveland #1	OH	Gage	Anita	8474 East Washington St. Unit 11	Chagrin Falls	OH	44023	440-804-5110	330-714-6792	anita.gage@clubpilates.com	6%	2%	03/02/17
238	Club Pilates Cleveland #2	OH	Gage	Anita	Pinecrest Orange Village	Pine crest	OH	44122		330-714-6792	anita.gage@clubpilates.com	6%	2%	06/29/17
239	Club Pilates Tucson #1	AZ	Garrison	Kathy	6872 EAST SUNRISE DRIVE, #150	Tucson	AZ	85750	520.444.0163	520.444.0163	kathy.garrison@clubpilates.com	6%	2%	10/06/16

Schedule 9.27

240	Club Pilates Westchester (Gevinski)	NY	Gevinski	Sarah	30 E Main St	Mount Kisco	NY	10549	914.362.8414	646.425.8244	sarah.gevinski@clubpilates.com	6%	2%	11/29/16
241	Club Pilates New York #1 (Goldenberg)	NY	Goldenberg	Louisa			NY			646.729.3230	louisa.goldenberg@clubpilates.com; michael.goldenberg@clubpilates.com	6%	2%	12/12/16
242	Club Pilates Missouri City	TX	Gowens	Bret			TX	22		832.659.4501	bret.gowens@clubpilates.com	6%	2%	10/11/16
243	Club Pilates DC #1	VA	Grams	Michael	1101 S. Joyce St., Suite B14	Arlington	VA	22202	571-429-4690	703-949-0378	michael.grams@clubpilates.com	6%	2%	10/10/16
244	Club Pilates Maryland #1	MD	Grover	Jan &Chuck	4959 Westview Dr. Suite D	Frederick	MD	21703	301-304-4880	240.578.0093	jan.grover@clubpilates.com; chuck.grover@clubpilates.com	6%	2%	11/15/16
245	Club Pilates Bellevue (Sheetal)	WA	Guttigoli	Sheetal	15782 Redmond Way	Redmond	WA	98052		425.829.8733	sheetal.guttigoli@clubpilates.com	6%	2%	11/30/16

246	Club Pilates Apple Valley	MN	Hansen	Peter & John			MN			P: 218.349.9728	peter.hansen@clubpilates.com; john.hansen@clubpilates.com	6%	2%	01/25/17
247	Club Pilates Kennesaw	GA	Harman	Nicole			GA			404-819-9764	nicole.harman@clubpilates.com	6%	2%	03/24/17
248	Club Pilates Boulder - Lafeyette	CO	Hendricks	Joe	2850 Baseline Road	Boulder	CO	80303		Joe 303-513-4498 Kelly 720-355-1954	kelly.hendricks@clubpilates.com	6%	2%	03/06/17
249	Club Pilates Carmichael	CA	Holmes	Brian	2766 East Bidwell, Suite 100	Broadstone	CA	95630		B: 661.332.2233	brian.holmes@clubpilates.com; adrian.holmes@clubpilates.com	6%	2%	07/01/16
250	Club Pilates West NY	NJ	Horvath	Emese	45-4 Riverwalk Pl.,	West New York	NJ	07093		770.910.2934	emese.horvath@clubpilates.com	6%	2%	05/18/17
251	Club Pilates 4S Ranch	CA	Hoyos	Fernando			CA			619.831.1086	fernando.hoyos@clubpilates.com	6%	2%	02/28/17
252	Club Pilates Banker's Hill	CA	Hughes	Megan	2760 5th Ave, Suite 110	San Diego	CA	92103	858-531-2348	619-204-9090	megan.hughes@clubpilates.com; carl.hughes@clubpilates.com	6%	2%	12/02/15

Schedule 9.27

253	Club Pilates Fairfax	VA	Karickhoff	Julie			VA			310.902.8810	jkarickhoff@earthlink.net	6%	2%	04/19/17
254	Club Pilates Baltimore #1 (Kay)	MD	Kay / Bateman	Karla / Liana			MD			717.825.6150	karla.kay@clubpilates.com; liana.bateman@clubpilates.com	6%	2%	12/16/16
255	Club Pilates Baltimore #2 (Kay)	MD	Kay / Bateman	Karla / Liana	100 Shawan Rd. Suite C	Hunt Valley	MD	21030	443-541-5505	717.825.6150	karla.kay@clubpilates.com; liana.bateman@clubpilates.com	6%	2%	05/11/17
256	Club Pilates Del Rey Beach	FL	Kennedy	Kelly	Linton Blvd. & Lavers Ave	Delray Beach	FL			305.389.5399	kelly.kennedy@clubpilates.com	6%	2%	09/22/16
257	Club Pilates Ft. Lauderdale #2	FL	Kennedy	Kelly	7050 W. Palmetto Park Rd #49/50	Boca Raton	FL	33433		305.389.5399	kelly.kennedy@clubpilates.com	6%	2%	04/19/17
258	Club Pilates Sarasota #1	FL	Kilcullen / Keith	Peter / Gary	5408 Lockwood Ridge Rd	Bradenton	FL	34203	941-260-3360	P: 727.647.0429	0	6%	2%	04/14/17
259	Club Pilates Chicago #1 (Kohn)	IL	Kohn	Eric & Kristin			IL			773-580-9602	eric.kohn@clubpilates.com; kristin.kohn@clubpilates.com	6%	2%	03/08/17

260	Club Pilates Morgan Hill (Lance)	CA	Lance	Renata and Sean			CA			Renata (650) 759-3283	renata.lance@clubpilates.com ; sean.lance@clubpilates.com	6%	2%	12/19/16
261	Club Pilates Metairie	LA	LeBrun	Denise	2513 Meterie Rd	Metaire	LA	70001	504.484.9650	504.432.0477	denise.lebrun@clubpilates.com	6%	2%	01/30/17
262	Club Pilates Atlanta #1 (Ledford)	GA	Ledford	Mandy			GA			828.925.3263	mandy.ledford@clubpilates.com	6%	2%	11/30/16
263	Club Pilates Alexandria	VA	Lee	Mindy			VA			540-419-5079	mindy.lee@clubpilates.com	6%	2%	03/13/17
264	Club Pilates Philadel phia #1	PA	Longo	Randy & Margaret	215 Lancaster Ave	Frazer	PA	19355	484.787.3 905	484.238.4230	randy.longo@clubpilates.com; margo.longo@clubpilates.com	6%	2%	02/21/17
265	Club Pilates Philadel phia #2	PA	Longo	Randy & Margaret			PA			484.238.4230	randy.longo@clubpilates.com; margo.longo@clubpilates.com	6%	2%	02/21/17
266	Club Pilates Portland #1 (McCartney)	OR	McCartney	Alyssa			OR			503-740-5025	alyssa.mccartney@clubpilates.com	6%	2%	03/02/17

267	Club Pilates Miami #1 (Mochon)	FL	Mochon / Rosentgberg	Daniela / Horacio	16850 Collins Ave #113D	Sunny Isles Beach	FL	33160		D 786.301.2759	daniela.mochon@clubpilates.com; horacio.rosentgberg@clubpilates.com	6%	2%	09/16/16
268	Club Pilates Morgan Hill	CA	Mohan	Chandra	120 Cochrane Plaza	Morgan Hill	CA	95037		408.887.0000	chandra.mohan@clubpilates.com	6%	2%	03/18/16
269	Club Pilates St. Paul #1	MN	Nelson	Topher			MN			612.723.6075	topher.nelson@clubpilates.com	6%	2%	11/23/16
270	Club Pilates Seattle #1 (Nicholson)	WA	Nicholson	Candi			WA			206-661-7334	candi.nicholson@clubpilates.com	6%	2%	03/03/17
271	Club Pilates Dedham	MA	Peterson	Jennifer			MA			917.573.6971	jennifer.peterson@clubpilates.com	6%	2%	02/15/17
272	Club Pilates Wesley Chapel	FL	Philyaw	Nathan	28211 Paseo Drive #1090	Tampa	FL	33543		904.635.0298	nathan.philyaw@clubpilates.com	6%	2%	04/18/17
273	Club Pilates Marin #1	CA	Poletti	Natalie	208 Vintage Way, Ste G-10	Novato	CA	94945	415.761.1315	650.302.1285	natalie.poletti@clubpilates.com	6%	2%	08/30/16

Schedule 9.27

274	Club Pilates Long Beach	CA	Rubin	Michael & Alyssa	5939 East Spring St	Long Beach	CA	90808	562-521-1800	(562)-754-4204	Alyssa.rubin@clubpilates.com	6%	2%	11/28/16
275	Club Pilates Miami #1 (Sackett)	FL	Sackett	Jamie	7835 NW 107 Avenue	Doral	FL			305.301.2050	jamie.sackett@clubpilates.com	6%	2%	10/11/16
276	Club Pilates Paramus #1	NJ	Sapka	Allison / Chris	West Grand Ave and Mercedes Drive	Montvale	NJ			C: 201.916.3359 A: 973.951.2074	allison.sapka@clubpilates.com; chris.sapka@clubpilates.com	6%	2%	07/01/16
277	Club Pilates STL #3	MO	Schade	Andrea			MO			7757719605	andrea@clubpilates.com	6%	2%	02/28/17
278	Club Pilates Texas #1 (Schreiver)	TX	Schriever	Delma / Rick	2323 Clear Lake City Blvd, Suite 183	Houston	TX	77062	832-584-4120	281.840.0864	delma.schriever@clubpilates.com; rick.schriever@clubpilates.com;	6%	2%	12/14/16
279	Club Pilates Texas #2 (Schreiver)	TX	Schriever	Delma / Rick	3875 E. League City Pkwy	League City	TX	77573	832-920-3198	281.840.0864	delma.schriever@clubpilates.com; rick.schriever@clubpilates.com;	6%	2%	08/14/17

Schedule 9.27

280	Club Pilates Naperville #2	IL	Smith	Eric			IL			630.362.9593	eric.smith@clubpilates.com	6%	2%	09/23/16
281	Club Pilates Clearwater	FL	Stewart	Wayne			FL			304.685.4959	wayne.stewart@clubpilates.com	6%	2%	02/20/17
282	Club Pilates Noblesville	IN	Thorpe	Ralph /Julie	2727 East 86th Street	Indianapolis	IN			317.696.4600	ralph.thorpe@clubpilates.com	6%	2%	04/19/17
283	Club Pilates DTLA #2	CA	Violas	Stephanie			CA			(310)-489-9803	stephanie.violas@clubpilates.com	6%	2%	04/17/17
284	Club Pilates King of Prussia	PA	Waller	George & Kris			PA			610.613.8380	george.waller@clubpilates.com; kris.waller@clubpilates.com	6%	2%	02/22/17
285	Club Pilates Ft. Lauderdale	FL	Wance / Puppin	Felipe / Adrian			FL			954-544-0609	felipe.wance@clubpilates.com; adriana.puppin@clubpilates.com	6 %	2%	02/22/17
286	Club Pilates Wayne	NJ	Warner	Alison			NJ			551.427.7806	alison.warner@clubpilates.com	6%	2%	02/09/17
287	Club Pilates San Juan Capistrano	CA	Watson / Lombardi	Keely / Ed	27184 Ortega Hwy Suite 206	San Juan Capistrano	CA	92675	949-257-2292	Keely (619) 261-5898	keely.watson@clubpilates.com; ed.lombardi@clubpilates.com	4%	2%	10/05/15
288	Club Pilates Hollywood	CA	Watson / Lombardi	Keely / Ed	730 N. La Brea Ave.	Los Angeles	CA	90038	323-774-2701	Keely (619) 261-5898	keely.watson@clubpilates.com; ed.lombardi@clubpilates.com	6%	2%	03/09/15

Schedule 9.27

289	Club Pilates Houston #1 (Wells)	TX	Wells	Daniela & David	730 Kingwood Dr.	Kingwood	TX	77399		832.923.0228	david.wells@clubpilates.com; daniela.wells@clubpilates.com	6%	2%	11/18/16
290	Club Pilates Long Island #1 (Wolk)	NY	Wolk	David			NY			914.260.7489	david.wolk@clubpilates.com	6%	2%	11/08/16
291	Club Pilates Lake Oswego	OR	Wynkoop	Dan / Debra			OR			503-720-9556	dan.wynkoop@clubpilates.com; debra.wynkoop@clubpilates.com	6%	2%	07/27/16
292	Club Pilates Palm Desert	CA	Zhang	Vivian	78-437 Hwy 111	La Quinta	CA	92253		646.509.8909	vivian.zhang@clubpilates.com	6%	2%	01/27/17
293	Club Pilates Phoenix (Pickens)	AZ	Pickens	Kim			AZ				Kim.Pickens@clubpilates.com	6%	2%	05/23/17
294	Club Pilates Lonetree (Bosson)	CO	Bosson	Cathy	NEC Lincoln & Yosemite	Lonetree	CO				Cathy.Bosson@clubpilates.com	6%	2%	05/24/17
295	Club Pilates Pittsburgh	PA	Schlosser	David/ Mari Jo			PA				David.Schlosser@clubpilates.com	6%	2%	05/24/17

296	Club Pilates Long Island (Grassi)	NY	Grassi	Jim / Kristy			NY				Jim.Grassi@clubpilates.com	6%	2%	06/30/17
297	Club Pilates Cherry Hills 1	CO	Olson / Doyle	Brianna / Michelle			CO				Brianna.Olson@clubpilates.com	6%	2%	07/13/17
298	Club Pilates Lubbock	TX	Short	Kyle / Susan			TX				Kyle.Short@clubpilates.com	6%	2%	07/28/17
299	Club Pilates Rochester	MI	Babineau	Thomas			MI				Thomas.Babineau@clubpilates.com	6%	2%	08/31/17
300	Club Pilates Seattle	WA	Schoffstall	Jeff & Jennifer			WA				Jeff.Schoffstall@clubpilates.com	6%	2%	09/14/17
301	East Montgomery	AL	Brazell	Craig/Lanie			AL				Craig.Brazell@clubpilates.com	6%	2%	05/19/17
302	Tampa	FL	Kitchen/ Erickson	Kim/Joe			FL				Kim.Kitchen@clubpilates.com	6%	2%	05/19/17
303	Napa	CA	Campton	Lois			CA				Lois.Campton@clubpilates.com	6%	2%	05/22/17
304	Chicago	IL	Kulkarni	Pradnya			IL				Pradnya.Kulkarni@clubpilates.com	6%	2%	05/22/17
305	Plano	TX	Mullins	John			TX				John.Mullins@clubpilates.com	6%	2%	05/22/17

306	New Mexico	NM	Rule	Brian / Jessica			NM				Brian.Rule@clubpilates.com	6%	2%	05/22/17
307	Florida	FL	Abbe/Willits	Steve/Shannon			FL				Steve.Abbe@clubpilates.com	6%	2%	05/23/17
308	Rancho Mirage	CA	Dordell/ Fenske	Chris/Jason			CA				Chris.Dordell@clubpilates.com	6%	2%	05/23/17
309	Park Ridge	IL	Gentner	Andy			IL				Andy.Gentner@clubpilates.com	6%	2%	05/23/17
310	Sacramento	CA	Smith	Katie			CA				Katie.Smith@clubpilates.com	6%	2%	05/23/17
311	Chicago	IL	London	Larry/Crystal			IL				Larry.London@clubpilates.com	6%	2%	05/25/17
312	Charleston	FL	York/Schlobohm	Shaun/Zach	3438 Lithia Pinecrest Road,	Valrico	FL	33956			Shaun.York@clubpilates.com	6%	2%	05/25/17
313	Central NJ	NJ	Davis	Brennan			NJ				Brennan.Davis@clubpilates.com	6%	2%	05/26/17
314	Red Bank	NJ	Laden	Gary			NJ				Gary.Laden@clubpilates.com	6%	2%	05/26/17
315	New Jersey	NJ	Spidare	Todd & Karen			NJ				Todd.Spidare@clubpilates.com	6%	2%	06/15/17
316	San Antonio	TX	Stephens	Michelle			TX				Michelle.Stephens@clubpilates.com	6	2%	06/15/17

Schedule 9.27

317	Charleston	SC	Garrett	Jim / Patty			SC				Jim.Garrett@clubpilates.com	6%	2%	06/19/17
318	Westchester	NY	Kossar Katz	Jacquelyn			NY				Jacquelyn.Kossar@clubpilates.com	6%	2%	06/19/17
319	Winchester	MA	Day	Tim			MA				Tim.Day@clubpilates.com	6%	2%	06/20/17
320	Phoenix	AZ	Hansen	Peter			AZ				Peter.Hansen@clubpilates.com	6%	2%	06/27/17
321	Seattle	WA	Shah	Vishrut			WA				Vishrut.Shah@clubpilates.com	6%	2%	07/21/17
322	Greenville	SC	Patterson / Cole	John / Daniel			SC				John.Patterson@clubpilates.com	6%	2%	07/26/17
323	Virginia Beach	VA	Dunn	Ray			VA				Ray.Dunn@clubpilates.com	6%	2%	07/28/17
324	North Dallas	TX	Furniss	Mike			TX				Mike.Furniss@clubpilates.com	6%	2%	07/28/17
325	Bethesda	MD	Goldberg	Sue / Phil			MD				Sue.Goldberg@clubpilates.com	6%	2%	07/28/17
326	DFW	TX	Howard	Kendall			TX				Kendall.Howard@clubpilates.com	6%	2%	07/28/17
327	Ridgefield	CT	Fay	Ken & Jennifer			CT				Ken.Fay@clubpilates.com	6%	2%	08/09/17

Schedule 9.27

328	DFW & Santa Barbara	TX/CA	Tortolani	Cynthia			TX / CA				Cynthia.Tortolani@clubpilates.com	6%	2%	08/09/17
239	Manhattan	NY	Yang / Barletta	John / Renee			NY				John.Yang@clubpilates.com	6%	2%	08/09/17
330	Colorado	CO	Busse	Mary			CO				Mary.Busse@clubpilates.com	6%	2%	08/15/17
331	Dayton	OH	Shumway	Jeff & Lisa			OH				Jeff.Shumway@clubpilates.com	6%	2%	08/15/17
332	Central NJ	NJ	Guirguess	David			NJ				David.Guirguess@clubpilates.com	6%	2%	08/17/17
333	Pittsburgh	PA	Johansen	Trey & Christina			PA				Trey.Johansen@clubpilates.com	6%	2%	08/17/17
334	Billings	MT	Koeplin	David & Kristin			MT				David.Koeplin@clubpilates.com	6%	2%	08/24/17
335	Rockville	MD	Swingler	Kevin			MD				Kevin.Swingler@clubpilates.com	6%	2%	08/28/17
336	Pennsylvania	PA	Wisler	Jay			PA				Jay.Wisler@clubpilates.com	6%	2%	08/29/17
337	Atlanta	GA	Rebala	Sekhar			GA				Sekhar.Rebala@clubpilates.com	6%	2%	08/31/17
338	Colorado	CO	Cavanaugh	Josh & Elizabet			CO				Josh.Cavanaugh@clubpilates.com	6%	2%	09/15/17

Schedule 9.27

339	Oklahoma City	OK	Creecy	David & Janelle			OK				David.Creecy@clubpilates.com	6%	2%	09/15/17
340	Carmel/ Central CA	CA	Foster	Michele & Dale			CA				Michele.Foster@clubpilates.com	6%	2%	09/15/17
341	Bakersfield	CA	Mueller	Jon & Mary Anne			CA				Jon.Mueller@clubpilates.com	6%	2%	09/15/17
342	Club Pilates Dunwoody	GA	Devos	Jack / Teresa	5552-B Chamblee Dunwoody RD	Dunwoody	GA	30338	770-573-0241	(404) 824-7229	teresa.devos@clubpilates.com	6%	2%	10/23/17
343	Club Pilates New City	NY	Lefkowitz	Mark	208 S Main S	New City	NY	10956	(845) 608-8280	(210) 247-9328	mark.lefkowitz@clubpilates.com	6%	2%	10/19/17
344	Club Pilates Old Town	CO	Durand	Jordan	244 North College Ave Suite 125	Fort Collins	CO	80524	970-300-9707	(970) 381-3736	jordan.durand@clubpilates.com	6%	2%	10/02/17
345	Club Pilates Houston (Wafford)	TX	Wafford	Nicole	5535 Memorial Ave	Houston	TX	77007		(281) 733-2203	nicole.wafford@clubpilates.com	6%	2%	10/24/17

346	Club Pilates Cleveland 1	OH	Sapitro	Jim & Dianne Dianne			OH			(440) 665-7941	jim.sapitro@clubpilates.com	6%	2%	11/15/17
347	Club Pilates Andover	MA	Pollard	Laura			MA			(617) 755-5853	laura.pollard@clubpilates.com	6%	2%	11/14/17
348	Club Pilates Omaha 1(VerMaas)	NE	VerMaas	Derrick			NE			(402) 880-9462	derrick.vermaas@clubpilates.com	6%	2%	12/28/17
349	Club Pilates Phoenix 1(Gage)	AZ	Gage	Chris / Angela			AZ					6%	2%	12/22/17
350	Club Pilates Long Island 1	NJ	Rosenbluth	Allen & Pamela			NJ			(516) 432-7704	pamela.rosenbluth@clubpilates.com	6%	2%	11/13/17
351	Club Pilates Evansville 1(Cox)	IN	Cox	Jeff / Bussie			IN			(812) 431-7251	bussie.cox@clubpilates.com	6%	2%	12/28/17
352	Club Pilates West Boston 1(Bruce)	MA	Bruce	Jeff / Michaela			MA			(508) 981-8181	michaela.bruce@clubpilates.com	6%	2%	12/22/17
353	Club Pilates Moore 1(Webb)	OK	Webb	Allie			OK			(405) 306-2815	allie.webb@clubpilates.com	6%	2%	12/22/17
354	Club Pilates Calgary	CAN	Kot	Danielle			CAN			403-471-8042	danielle.kot@clubpilates.com	6%	2%	11/20/17

Schedule 9.27

355	Club Pilates Milwaukee	WI	Stanford	Jennifer & Mitchell			WI			(708) 382-0841	mitchell.stanford@clubpilates.com	6%	2%	11/21/17
356	Club Pilates Vancouver 1(Osmanzai)	CAN	Osmanzai	Omar			CAN			604-314-9290	omar.osmanzai@clubpilates.com	6%	2%	12/22/17
357	Club Pilates Central 1	CA	Stevenson	Brad			CA			(949) 466-8889	traci.stevenson@clubpilates.com	6%	2%	11/17/17
358	Club Pilates Ft. Lauderdale 2(Wance)	FL	Wance / Puppin	Felipe / Adrian			FL					6%	2%	12/28/17
359	Club Pilates Detroit (Babineau)	MI	Babineau	Tom			MI			(313) 410-0901	tom.babineau@clubpilates.com	6%	2%	12/28/17
360	Club Pilates Dallas 4	TX	Becker	Lance & Sarah			TX				sarah.becker@clubpilates.com	6%	2%	11/14/17
361	Club Pilates Lake Nona 1(Caratolli)	FL	Caratolli	Claudia			FL			(786) 879-9500	claudia.caratolli@clubpilates.com	6%	2%	02/21/18

362	Club Pilates Manhattan 1 (Cavallo)	NY	Cavallo	Jason/Darin			NY			(917) 698-2739	jason.cavallo@clubpilates.com	6%	2%	01/25/18
363	Club Pilates Kansas City (Mollie/ Corey Cavanaugh)	KS	Cavanaugh	Mollie & Corey			KS			(719) 481-5797	josh.cavanaugh@clubpilate.com	6%	2%	11/30/17
364	Club Pilates Manhattan 2(Chu)	NY	Chu	Isaac			NY			(646) 610-0389	isaac.chu@clubpilates.com	6%	2%	02/22/18
365	Club Pilates Santa Cruz 1(Affonso)	CA	Foster/Affonso	Michele /Dale			CA					6%	2%	02/21/18
366	Club Pilates Brooklyn 2	NY	Gevinski	Sarah			NY			(646) 425-8244	sarah.gevinski@clubpilates.com	6%	2%	11/30/17
367	Club Pilates Lexington	SC	Keen	Henry	5230 Sunset Blvd., Suite C,	Lexington	SC	29072		(704) 614-3532	henry.keen@clubpilates.com	6%	2%	10/12/17

Schedule 9.27

368	Club Pilates Lutherville 1(Leary)	MD	Leary	Christine			MD			(410) 499-2642	christine.leary@clubpilates.com	6%	2%	02/21/18
369	Club Pilates Columbus 2(McTigue)	OH	McTigue	Caitlin			OH			(614) 832-5985	caitlin.mctigue@clubpilates.com	6%	2%	02/06/18
370	Club Pilates Morgan Hill (Moulios)	CA	Moulios	Jen			CA			(408) 316-1165	jen.moulios@clubpilates.com	6%	2%	02/28/18
371	Club Pilates Minneapolis 4	MN	Nelson	Topher			MN			(612) 723-6075	topher.nelson@clubpilates.com	6%	2%	11/21/17
372	Club Pilates Phoenix 3 (Pickens)	AZ	Pickens	Kim			AZ			(602) 790-0769	kim.pickens@clubpilates.com	6%	2%	12/18/17
373	Club Pilates Shreveport 3(Pryor)	LA	Pryor	Dennis			LA			(409) 382-7775	dennis.pryor@clubpilates.com	6%	2%	02/23/18
374	Club Pilates Seal Beach 2 (Rubin)	CA	Rubin	Michael & Alyssa			CA				Michael.Rubin@clubpilates.com	6%	2%	10/19/17

375	Club Pilates Ann Arbor 2(Vogel)	MI	Vogel	Nick			MI			(989) 992-8422	nick.vogel@clubpilates.com	6%	2%	02/23/18
376	Club Pilates South Florida 3 (Wance/ Caneppa / Cazzani /Morais)	FL	Wance/ Caneppa /Cazzani /Morais	Felipe/ Felipe/ Fabian/guilherme			FL					6%	2%	01/30/18
377	Club Pilates Rockland County 1 (Watkins)	NY	Watkins	Farah			NY			(201) 663-1543	farah.watkins@clubpilates.com	6%	2%	02/01/18
378	Club Pilates Greenwod	IN	Williams	Jamie/Todd			IN					6%	2%	01/31/18
379	Club Pilates Manhattan (Yang) 2	NY	Yang / Barletta	John / Renee			NY					6%	2%	02/22/18
380	Club Pilates Park City	UT	Badger	Scott/Nicholle			UT			(801) 556-6111	scott.badger@clubpilates.com	6%	2%	03/14/18

Schedule 9.27

381	Club Pilates DC 1 (Beale)	DC	Beale	Will			DC			202-868-1545	will.beale@clubpilates.com	6%	2%	03/29/18
382	Club Pilates DC 2 (Beale)	DC	Beale	Will			DC			202-868-1545	will.beale@clubpilates.com	6%	2%	04/02/18
383	Club Pilates DC 3 (Beale)	DC	Beale	Will			DC			202-868-1545	will.beale@clubpilates.com	6%	2%	04/02/18
384	Club Pilates East Liberty 1 (Borga)	PA	Borga	Brittany			PA			(412) 651-1970	brittany.borga@clubpilates.com	6%	2%	03/21/18
385	Club Pilates Fresno 1 (Danzig)	CA	Danzig	Dan/Jannis			CA			248-561-1641	dan.danzig@clubpilates.com	6%	2%	04/05/18
386	Club Pilates Fresno 2 (Danzig)	CA	Danzig	Dan/Jannis			CA			248-561-1641	dan.danzig@clubpilates.com	6%	2%	04/05/18
387	Club Pilates Fresno 3 (Danzig)	CA	Danzig	Dan/Jannis			CA			248-561-1641	dan.danzig@clubpilates.com	6%	2%	04/05/18
388	Club Pilates Long Island 1 (Stalek/Davis)	NY	Davis/Stalek	Martin/ Rebecca			NY			516-567- 9118	martin.davis@clubpilates.com	7%	2%	05/11/18

Schedule 9.27

389	Club Pilates Long Island 2 (Stalek/ Davis)	NY	Davis/Stalek	Martin/ Rebecca			NY			516-567-9118	martin.davis@clubpilates.com	7%	2%	05/11/18
390	Club Pilates Long Island 3 (Stalek/ Davis)	NY	Davis/Stalek	Martin/ Rebecca			NY			516-567- 9118	martin.davis@clubpilates.com	7%	2%	05/11/18
391	Club Pilates Jacksonv ille 1 (Durbin)	FL	Durbin	Josh & Elizabeth			FL			(843) 408-1675	josh.durbin@clubpilates.com	6%	2%	03/02/18
392	Club Pilates Jacksonv ille 2 (Durbin)	FL	Durbin	Josh & Elizabeth			FL			(843) 408-1675	josh.durbin@clubpilates.com	6%	2%	03/02/18
393	Club Pilates Jacksonv ille 3 (Durbin)	FL	Durbin	Josh & Elizabeth			FL			(843) 408-1675	josh.durbin@clubpilates.com	6%	2%	03/02/18
394	Club Pilates Glastonb ury	CT	Fagan	Cathleen			CT			203-912- 4913	cathleen.fagan@clubpilates.com	7%	2%	05/22/18

Schedule 9.27

395	Club Pilates Long Island 1 (Goldstein)	NY	Goldstein	David			NY			516-527-4040	david.goldstein@clubpilates.com	6%	2%	04/05/18
396	Club Pilates Long Island 2 (Goldstein)	NY	Goldstein	David			NY			516-527-4040	david.goldstein@clubpilates.com	6%	2%	04/05/18
397	Club Pilates Long Island 3 (Goldstein)	NY	Goldstein	David			NY			516-527-4040	david.goldstein@clubpilates.com	6%	2%	04/05/18
398	Club Pilates Toledo 1 (Grewal)	OH	Grewal	Saru			OH			(248) 210-7864	saru.grewal@clubpilates.com	6%	2%	03/08/18
399	Club Pilates Liberty Township (Harris)	OH	Harris	Jon			OH			(704) 491-6717	doug.harris@clubpilates.com	6%	2%	03/15/18
400	Club Pilates Winston-Salem 1 (Henry)	NC	Henry	Kristin			NC			(703) 989-0470	kristin.henry@clubpilates.com	7%	2%	05/31/18

401	Club Pilates Austin 4 (Hernandez, Shannon)	TX	Hernandez/Qureshi	Hector/ Shannon			TX			512-593-3652	hector.hernandez@clubpilates.com	6%	2%	05/31/18
402	Club Pilates 1 (Khanukayev)	MD	Khanukayev	Ron/Irina			MD			(443) 803-8254	irina.khanukayev@clubpilates.com	6%	2%	03/07/18
403	Club Pilates Doylestown	PA	Kurowicki	Donna			PA			908-310-2416	donna.kurowicki@clubpilates.com	7%	2%	05/30/18
404	Club Pilates Charlottesville 1 (Lotze, Tavares, Schettgen)	VA	Lotze/Tavares/Schettgen	Christine/ Stephen/Marvin			VA			908-310-2416	donna.kurowicki@clubpilates.com	6%	2%	03/20/18
405	Club Pilates Lexington 1 (McCarter)	KY	McCarter	Rob/Sandi			KY			(859)-552-8055	rob.mccarter@clubpilates.com	6%	2%	03/30/18
406	Club Pilates Lexington 2 (McCarter)	KY	McCarter	Rob/Sandi			KY			(859)-552-8055	rob.mccarter@clubpilates.com	6%	2%	05/31/18

Schedule 9.27

407	Club Pilates San Antonio 1 (Mueller)	TX	Mueller	Christian/ Stefanie			TX			661.302.7497	jon.mueller@clubpilates.com	6%	2%	03/23/18
408	Club Pilates Cummings 1 (Peterson)	GA	Peterson	Mike			GA			(917) 573-6971	jennifer.peterson@clubpilates.com	6%	2%	04/05/18
409	Club Pilates Omaha 1 (Powell)	NE	Powell	Lisa & Regi			NE			402-672-1918	lisa.powell@clubpilates.com	7%	2%	06/13/18
410	Club Pilates Melbourne 1 (Rehkop)	FL	Rehkop	Heath/Emily			FL			703-508-9175	heath.rehkop@clubpilates.com	6%	2%	03/29/18
411	Club Pilates Reston 1 (Shafi)	VA	Shafi	Misbah			VA			301-305-2130	misbah.shafi@clubpilates.com	7%	2%	06/07/18
412	Club Pilates Arkansas 1 (Teater/ Neblett)	AR	Teater/ Neblett	Bryce & Shayla, Leo &Katherine			AR			501-258-6737	bryce.teater@clubpilates.com	7%	2%	05/21/18
413	Club Pilates Arkansas 2 (Teater/ Neblett)	AR	Teater/ Neblett	Bryce & Shayla, Leo &Katherine			AR			501-258-6737	bryce.teater@clubpilates.com	7%	2%	05/21/18

414	Club Pilates Arkansas 3 (Teater/ Neblett)	AR	Teater/ Neblett	Bryce & Shayla, Leo &Katherine			AR			501-258-6737	bryce.teater@clubpilates.com	7%	2%	05/21/18
415	Club Pilates Arkansas 4 (Teater/ Neblett)	AR	Teater/ Neblett	Bryce & Shayla, Leo &Katherine			AR			501-258-6737	bryce.teater@clubpilates.com	7%	2%	05/21/18
416	Club Pilates Arkansas 5 (Teater/ Neblett)	AR	Teater/ Neblett	Bryce & Shayla, Leo &Katherine			AR			501-258-6737	bryce.teater@clubpilates.com	7%	2%	05/21/18
417	Club Pilates Arkansas 6 (Teater/ Neblett)	AR	Teater/ Neblett	Bryce & Shayla, Leo &Katherine			AR			501-258-6737	bryce.teater@clubpilates.com	7%	2%	05/21/18
418	Club Pilates Indianapolis 4 (Thorpe)	IN	Thorpe	Ralph/Julie			IN			(317) 696-4600	ralph.thorpe@clubpilates.com	6%	2%	03/02/18

419	Club Piilates Indianapolis 5 (Thorpe)	IN	Thorpe	Ralph/Julie			IN			(317) 696-4600	ralph.thorpe@clubpilates.com	6%	2%	03/02/18
420	Club Pilates Des Moines 1(Tice)	IA	Tice	Chandler			IA			515-974-7355	chandler.tice@clubpilates.com	6%	2%	04/30/18
421	Club Pilates Houston 1(Uffelman)	TX	Uffelman	Brian and Sandy			TX			281-630-3484	brian.uffelman@clubpilates.com	7%	2%	05/03/18
422	Club Pilates Houston 2(Uffelman)	TX	Uffelman	Brian and Sandy			TX			281-630-3484	brian.uffelman@clubpilates.com	7%	2%	05/03/18
423	Club Pilates Houston 3(Uffelman)	TX	Uffelman	Brian and Sandy			TX			281-630-3484	brian.uffelman@clubpilates.com	7%	2%	05/03/18
424	Club Pilates Denver 1 (Van Horn)	CO	Van Horn	Erik			CO			605-645-1465	erik.vanhorn@clubpilates.com	7%	2%	05/31/18
425	Club Pilates Denver 2 (Van Horn)	CO	Van Horn	Erik			CO			605-645-1465	erik.vanhorn@clubpilates.com	7%	2%	05/31/18

426	Club Pilates Denver 3 (Van Horn)	CO	Van Horn	Erik			CO			605-645-1465	erik.vanhorn@clubpilates.com	7%	2%	05/31/18
427	Club Pilates Lake Oswego	OR	Wynkoop	Dan/Debra			OR			(503) 720-9556	dan.wynkoop@clubpilates.com	6%	2%	05/31/18

Notes:

(i) Renewal Date - All franchise agreements are 10-year terms

(ii) There are no material waivers, alterations, amendments or other material modifications of any franchise agreements. Any waivers, alterations, amendments or modifications that exist are deemed immaterial and are primarily related to territory transfers and development schedule terms

The License Arrangement is the only Franchise Agreement or analogous agreement of Licensor. The following information required to be disclosed pursuant to Schedule 9.27(e) is applicable to Arrangement.

Subsection	Information Requested	Disclosure
(i)	Franchise System	"AKT"[1]
(ii)	Franchisee Business Addresses	Upper East Side Studio 244 84th Street, New York, NY 10028 NoMad Studio Broadway, New York NY 10001 Hamptons Studio 3 Railroad Avenue, East Hampton NY New Canaan Studio Halo Studios, Grove Street, New Canaan CT
(iii)	Franchisee contact info	AKT inMotion, Inc. c/o AKT Fitness LLC 244 84th Street New York, New York 10028 Attention: Anna Kaiser a@aktinmotion.com
(iv)	Royalty rate	Seven percent (7%) once effective pursuant to the terms of the Purchase Agreement
(v)	Market Fund Contribution Rate	No contribution until the opening of the "AKT" Marketing Fund. Then current Market Fund Contribution Rate thereafter.

[1] There is technically no current "AKT" Franchise System in place, as the Licensor is in process of preparing the FDD and related elements of such system. The Licensor does license its Intellectual Property to the Licensee in an analogous manner pursuant to the License Arrangement.

(vi)	Minimum royalty	No minimum royalties until formal franchise agreements are in place
(vii)	Effective date	March 21, 2018
(viii)	Modification to renewal date	N/A
(ix)	Material modifications or waivers	N/A

The Row House License Arrangement is the only Franchise Agreement or analogous agreement of Row House Licensor. The following information required to be disclosed pursuant to Schedule 9.27(e) is applicable to the Row House License Arrangement.

Subsection	Information Requested	Disclosure
(i)	Franchise System	"Stretch Labs"[2]
(ii)	Franchisee Business Addresses	Chelsea Studio 269 W. 23rd Street New York, NY 10011 Columbus Circle Studio 559 W. 59th St New York, NY 10019 Upper East Side Studio 406 East 91st Street New York, NY 10128
(iii)	Franchisee contact info	Row House Holdings, Inc. 269 W. 23rd Street New York, NY 10011 (646) 850-0540 Attention: debra@rowhousenyc.com
(iv)	Royalty rate	No royalties until January 1, 2019. Then current royalty

[2] There is technically no current "Stretch Lab" Franchise System in place, as the Stretch Lab Licensor is in process of preparing the FDD and related elements of such system. The Stretch Lab Licensor does license its Intellectual Property to the Stretch Lac Licensee in an analogous manner pursuant to the Stretch Lab License Arrangement.

		rate thereafter.
(v)	Market Fund Contribution Rate	No contribution until the opening of the "Row House" Marketing Fund. Then current Market Fund Contribution Rate thereafter.
(vi)	Minimum royalty	No minimum royalties until January 1, 2019. Then current minimum royalties thereafter.
(vii)	Effective date	December 8, 2017
(viii)	Modification to renewal date	N/A
(ix)	Material modifications or waivers	N/A

The Stretch Lab License Arrangement is the only Franchise Agreement or analogous agreement of Stretch Lab Licensor. The following information required to be disclosed pursuant to Schedule 9.27(e) is applicable to the Stretch Lab License Arrangement.

Subsection	Information Requested	Disclosure
(i)	Franchise System	"Stretch Labs"[3]
(ii)	Franchisee Business Addresses	Venice Studio 512 Rose Ave, Venice, CA 90291 Santa Monica Studio 808 11th Street, Santa Monica, CA 90403 Beverly Studio 8317 Beverly Boulevard Los Angeles, CA 90048
(iii)	Franchisee contact info	Stretch Lab, LLC 512 Rose Ave,

[3] There is technically no current "Stretch Lab" Franchise System in place, as the Stretch Lab Licensor is in process of preparing the FDD and related elements of such system. The Stretch Lab Licensor does license its Intellectual Property in an analogous manner pursuant to the Stretch Lab License Arrangement.

		Venice, CA 90291 (310) 450-2510 Attention: Saul J. Janson
(iv)	Royalty rate	No royalties until November 15, 2018. 7% of gross sales thereafter.
(v)	Market Fund Contribution Rate	No contribution until the opening of the "Stretch Lab" Marketing Fund. 2% of gross sales thereafter.
(vi)	Minimum royalty	No minimum royalty until November 15, 2018. Then current minimums for the Franchise System thereafter.
(vii)	Effective date	November 15, 2017
(viii)	Modification to renewal date	N/A
(ix)	Material modifications or waivers	N/A

The Yoga Six License Arrangement is the only Franchise Agreement or analogous agreement of the Yoga Six Licensor. The following information required to be disclosed pursuant to Schedule 9.27(e) is applicable to the Yoga Six License Arrangement.

Subsection	Information Requested	Disclosure
(i)	Franchise System	"Yoga Six"[4]
(ii)	Franchisee Business Addresses	Yoga 6 4-S Studio 16625 Dove Canyon Rd, San Diego, CA 92127 Yoga 6 Carlsbad Studio 1905 Calle Barcelona Suite 238,

[4] There is technically no current "Yoga" Franchise System in place, as the Yoga Six Licensor is in process of preparing the FDD and related elements of such system. The Yoga Six Licensor does license its Intellectual Property in an analogous manner pursuant to the Yoga Six License Arrangement.

		Carlsbad, CA 92009 Yoga 6 Carmel Valley Studio 4639 Carmel Mountain Rd # 102, San Diego, CA 92130 Point Loma Yoga Studio 2850 Womble Rd #101, San Diego, CA 92106 Yoga 6 Solana Beach Studio 437 S Highway 101, Suite 401, Solana Beach, CA 92075 Yoga 6 Highlands Studio 5724 Oakland Ave, St. Louis, MO 63110 Yoga 6 Des Peres Studio 12360 Manchester Rd #206, St. Louis, MO 63131
(iii)	Franchisee contact info	Yoga 6 Company, LLC 512 Via De La Valle, Solana Beach, CA 92075 Attention: Peter Barbaresi Email: pbarbaresi@yogasix.com
(iv)	Royalty rate	Seven percent (7%) once effective pursuant to the terms of the Yoga Six Purchase Agreement (i.e. twelve (12) months following the date of the Yoga Six Purchase Agreement)
(v)	Market Fund Contribution Rate	No contribution until the opening of the "Yoga Six" Marketing Fund. Then current Market Fund Contribution Rate thereafter.
(vi)	Minimum royalty	No minimum royalty until

		formal franchise agreements are in place.
(vii)	Effective date	July 26, 2018
(viii)	Modification to renewal date	N/A
(ix)	Material modifications or waivers	N/A

Schedule 9.27

(f)

CycleBar:

The following franchisees are in default of their Site Acquisition Deadline, per Section 4.4 of their Franchise Agreement with CBF, see Section 4.25(m):

1. Jay Smith & Jon Rod King
2. Alexandria Pilon
3. Barry Hamilton
4. Bryna Podwoiski & Troy Kelsey
5. Joe & Cassi Ruiz
6. April Amory & Kevin Grubb
7. Jenn Sims
8. Kirk & Stefanie Nelson
9. Jeff & Calleen Hodges
10. Lisa Lewis
11. Minty & Minesh Patel
12. John & Amber Reid
13. Zach Pettus, Jean Nitchals, Paul Jevnick & Jennifer Rondestvedt
14. Natalie Rix - Breathe Fitness, LLC
15. Todd & Julie Lotzer
16. Kevin & Elizabeth Anderson
17. Stacey Stelmach
18. Laura Aquino
19. Heath Trowell
20. Nadine & Andrew Smith
21. David Busker & David Batschelett - DB2 Fitness Two, LLC
22. John & Kiersten DiChiaro
23. Claire Powell
24. Leonard & Gail Barela & Jeremy Thornton
25. Jennifer “Becky” McGinnis & Jason Stubbs - Echappe LLC
26. Rob Janda
27. Shelley & Brandon Baca
28. Amy & Ryan Rath
29. Chuck Jones & Glenn Flessas
30. Heather Branstetter & Chuck Schneider - NextLevel Cycling LLC
31. Dione & Tom Bailey
32. John & Renee Duncan - JRD Jumping Corp.
33. Christine Wallin & Andrew Aiello - AGCM Enterprises
34. Joe Bonidy
35. Ken & Eileen Plotkin - Elite Enterprises of NY, Incorporated
36. Gary Dellovade
37. Peter DeLuca
38. Claire & Sheila Hayes
39. Rod Reyes

40. Justin Beck, Jack Weston, Scott Weiss
41. Hayley Killam

The following franchisees are in default of their Opening Deadline, per Section 4.6 of their Franchise Agreement with CBF, see Section 4.25(m):

1. Natalie Rix
2. Catherine Straughan & Kimberley Drobny
3. Jeff Bass
4. Oliver Chipp
5. Patrick Hickey
6. Mark Washburn
7. Marty & Craig Coffey
8. Erin Schiller
9. Kreg Boynton & Hollie Pool
10. Inga & Larry Pross
11. Loma and Bassam “Bobby” Ammar
12. Todd & Julie Lotzer
13. Mark Pastolove
14. Devika Kumar
15. Saul & Lisa Locker
16. Tony Virella
17. Scott Marshall
18. Kevin & Elizabeth Anderson
19. Stacey Stelmach
20. Laura Aquino
21. David Pelsue
22. Bob & Betty Korabik
23. Carin & Ian Zellman
24. Mark & Holly Mussmann - Desert Ventures CB1, LLC
25. Nadine & Andrew Smith
26. Macelon D’Sa, Neelpa D’Sa, and Melanie Dimemmo - MNM Ventures LLC
27. David Busker & David Batschelett - DB2 Fitness Two, LLC
28. John Wood - Challenger 728 LLC
29. Keith & Kelly Weier - K&K Fit 4 Life, Inc.
30. Rick Giese and Leann Sumner
31. Ryan “Buddy” Hardiman & Dennis Hardiman
32. Jayesh Patel & Jeetendra Patel - The Sharda Group, LLC
33. Claire Powell
34. Joanna and Erik Lundberg
35. Leonard & Gail Barela & Jeremy Thornton
36. Bhumika & Ankitaben Patel and Shaifali Gondaliya - Spinenergy, LLC
37. Jennifer “Becky” McGinnis & Jason Stubbs - Echappe LLC
38. Thomas Dixon Douglas Motion2 Consulting LLC
39. Rob Janda
40. Lisa O’Rourke - Off Islander Inc.
41. Greg & Nuch Venbrux - Kraken Cycleworks LLC

42. Chris Yates - Elevate Partners, LLC
43. Steve & Jane Zubrzycki
44. Christie Meyers
45. Nate Fennell & Chris Shill
46. Roger, Grant, & Lucas Hendren - RockStrong Texas LLC
47. Chris Andras & Mike Silas
48. Shelley & Joseph Jonietz - Fast Gear, LLC
49. Shelley & Brandon Baca
50. Liz Hatch & Tom Epstein - Avant-garde Fitness
51. Amy & Ryan Rath
52. Chuck Jones & Glenn Flessas
53. Heather Branstetter & Chuck Schneider - NextLevel Cycling LLC
54. McLean Coble & David Noffsinger
55. Travis & Debbie Jacobson - TDW Properties, LLC
56. Dione & Tom Bailey
57. Lee Singer & Ronnie Singer
58. John & Renee Duncan - JRD Jumping Corp.
59. Christine Wallin & Andrew Aiello - AGCM Enterprises
60. Joe Bonidy
61. Ken & Eileen Plotkin - Elite Enterprises of NY, Incorporated
62. Mark Schneider
63. Gary Dellovade
64. Peter DeLuca
65. Claire & Sheila Hayes
66. Rod Reyes
67. Justin Beck, Jack Weston, Scott Weiss
68. Hayley Killam

The following franchisees are in default of their Development Agreement with CBF, see Section 4.25(m):

1. Bill McComb & Peter Wolf - CICLO Management, LLC
2. Joelle Bouhadana, Joseph Bouhadana, Motty Klainbaum, Danny Schactel, Mike Shalom - CYCLE26 LLC
3. JP Green & Michael Olander - JM Cycle, LLC
4. David Davis (Jake Davis, Jon Krumdieck) - MdG Partners LLC
5. J. Scot McBride & Chris Sommer
6. Tosten Schermer & Bob and Catherine Lee - ScherLeeUBike, LLC
7. John Janszen & Michael Olander - JCM Kentucky Cycle, LLC
8. Ryan “Buddy” Hardiman & Dennis Hardiman - GGM UTC LLC
9. Shirelle & Joel Vilmenay - Crescent City Cycle, LLC
10. Marc & Lisa Palmer - Charlotte Cycle, Inc.
11. Joe Rothchild - GHM CB, LLC
12. Joe & Mary Laurie Cece
13. Brad Spivey & Trish Harrison
14. Jeff Wayne - CB Michigan, LLC
15. Don Dasher & Lisa Hazen

16. Patty Harte
17. Lee Oesterling & Kirsten Rickers - Atlanta Cycle Studios, LLC
18. Barbara & Jonathan Fleming - Corones, Inc.,
19. Lee & Christine Williams
20. Katie Kannapell & Fred Ryser - PACKWOLF, LLC
21. Paul & Anita Schnapp - Schnapp Enterprises, Inc.
22. Mike Harris
23. Kathleen Boss and Stephen Pineault

From time to time, LBF franchisees may be in technical breach of the franchise agreements. LBF exercises its discretion in pursuing its rights and remedies in responding to such breaches. Currently LBF is aware of the following breaches, none of which it regards as material:

Below is a list of franchisees/location that have not opened within the 9-month time frame set forth in their respective franchise agreements:

Franchisee	**Territory**		**Franchise Agreement Date**	**Opening Deadline**
Daniel van Zeyl	Miami	FL	12/28/2016	09/24/2017
Lezlie Snoozy-Kaitfors & Michael Kaitfors	Phoenix	AZ	01/20.2017	10/17/2017
Carl Kirkham Peacock & Pamela Tanase	Santa Barbara	CA	04/20/2017	01/15/2018

Schedule 9.27

Club Pilates:

From time to time, CPF franchisees may be in technical breach of the franchise agreements. CPF exercises its discretion in pursuing its rights and remedies in responding to such breaches. Currently CPF is aware of the following breaches, none of which it regards as material:

Below is a list of the franchisees/locations that have not opened within the 6-month time frame set forth in their respective franchise agreements/area development agreements:

Real Estate Analysis
As of: 6/18/2018

				Franchisee			
	Studio Name	**Sub-Territory Name**	**State**	**Last Name**	**First Name**	**Franchise Agreement Date**	**Date Required to be Open by**
1	Club Pilates Stamford #3	New Canaan	CT	Ackerman	Scott	10/25/16	08/25/17
2	Club Pilates Manhattan 2	Greenwich Village	NY	Acquista	Dominick	01/31/17	01/31/18
3	Club Pilates Renton		WA	Adams	Nikki/Paul	02/18/15	12/04/17
4	Club Pilates Montclair		NJ	Angelis / DeGarcia	Dimitrios/Helen / Arnold/Amy	04/04/16	10/04/17
5	Club Pilates Chicago #3 (Asbury)	Northbrooke	IL	Asbury	Janet	10/26/16	04/26/18
6	Club Pilates Pasadena	Sierra Madre - 75 walnut	CA	Bailey	Rebecca	02/27/15	12/31/16
7	Club Pilates La Canada/Flintridge		CA	Bailey	Rebecca	02/27/15	12/31/17

Schedule 9.27

8	Club Pilates Chicago 2 (Baldwin)	Old Town - W. North ave.	IL	Baldwin	Nathan & Erica	01/23/17	01/23/18
9	Club Pilates Dallas 4	Westover Hills	TX	Becker	Lance & Sara	11/14/17	05/15/18
10	Club Pilates (Bereny # 3)	Woodland Hills	CA	Bereny	Robert	06/10/15	12/04/16
11	Club Pilates Simi Valley #3	La Conchita	CA	Bloore/Drury	Ken / Allison	08/19/16	02/19/18
12	Club Pilates Parker	Parker	CO	Bosson	Cathy	07/28/17	01/28/18
13	Club Pilates Minneapolis #4	Eden Prairie	MN	Bounds	Steve & Angela	09/29/16	05/29/18
14	Club Pilates Plano	Plano	TX	Buck	Chris and Nathalie	04/12/16	04/12/17
15	Club Pilates Allen		TX	Buck	Chris and Nathalie	04/12/16	10/12/17
16	Club Pilates Richmond #2	Cary	VA	Burleigh	Bryan	04/10/17	04/10/18
17	Club Pilates Colorado (Busse) 1	Lowry	CO	Busse	Mary	08/15/17	02/15/18
18	Club Pilates Santa Rosa TBD 2	Rohnert Park	CA	Campton	Lois	05/22/17	05/22/18
19	Club Pilates Torrance #3	Torrance	CA	Castro	Savannah & Maya	11/04/16	05/04/18
20	Club Pilates Kansas City (Mollie/Corey Cavanaugh)	Kansas City	KS	Cavanaugh	Mollie & Corey	11/30/17	05/31/18
21	Club Pilates Norfolk 2 (Celia)	Williamsburg	VA	Celia	Joe	04/10/17	04/10/18
22	Club Pilates La Jolla	La Jolla	CA	Clements/Boos	Chris/Brianna	06/30/16	08/30/17
23	Club Pilates Asheville 1(Cropp) #2	Woodfin	NC	Cropp	Kevin & Hadley	04/07/17	04/07/18
24	Club Pilates Crofton		MD	Cutchall	Laura	10/21/15	10/21/16

Schedule 9.27

25	Club Pilates Central NJ #2	East Brunswick	NJ	Davis	Brennan	05/26/17	05/26/18
26	Club Pilates Winchester 1	Waltham	MA	Day	Tim	06/20/17	12/20/17
27	Club Pilates Naples 1 (Deutsch)	Naples	FL	Deutsch	Adam	02/15/17	07/15/17
28	Club Pilates Naples 2 (Deutsch)	Naples North	FL	Deutsch	Adam	02/15/17	12/15/17
29	Club Pilates Naples 3 (Deutsch)	Bonita Springs	FL	Deutsch	Adam	02/15/17	05/15/18
30	Club Pilates Miami #3 (Elgarresta)	Pinecrest	FL	Elgarresta / Harper	Ed / Christina	10/11/16	04/11/18
31	Club Pilates Woodlands	Creekside Woodlands	TX	Fichaud / Bryan	Chris / Susan	11/30/15	05/30/17
32	Club Pilates Nashville #4	North Gulch	TN	Fielder	Tom	09/23/16	05/23/18
33	Club Pilates Nashville #3	Maryland Farms	TN	Fielder	Tom	09/23/16	12/23/17
34	Club Pilates Austin #3 (Fraser)	Garrison Park	TX	Fraser	Theresa & Glenn	11/22/16	05/22/18
35	Club Pilates Tucson #3	Tanque Verde	AZ	Garrison	Kathy	10/06/16	04/06/18
36	Club Pilates Scottsdale #3	Tatum & Shea	AZ	Gatzemeier	Don	05/17/16	05/17/17
37	Club Pilates Brooklyn 2	Williamsburg	NY	Gevinski	Sarah	11/30/17	05/30/18
38	Club Pilates Bethesda 3	Forest Hills	MD	Goldberg	Sue / Phil	07/28/17	12/28/17
39	Club Pilates New York #2 (Goldenberg)	Bay Ridge	NY	Goldenberg	Louisa	12/12/16	12/12/17
40	Club Pilates New York #3 (Goldenberg)	Sheepshead Bay	NY	Goldenberg	Louisa	12/12/16	06/12/18
41	Club Pilates Orlando (Colonial)	Colonial Plaza	FL	Goldman	Christine	04/15/16	10/15/17

Schedule 9.27

42	Club Pilates Jacksonville #3	Pointe Verde	FL	Graham	Rick & Dawn	08/23/16	02/23/18
43	Club Pilates DC #3	McLean	VA	Grams	Michael	10/12/16	04/12/18
44	Club Pilates Santa Monica	Marina del Rey	CA	Griffin	Jim	05/31/16	05/31/18
45	Club Pilates Maryland #2	Germantown	MD	Grover	Jan & Chuck	11/16/16	11/16/17
46	Club Pilates Maryland #3	Urbana? Senaca	MD	Grover	Jan & Chuck	11/16/16	05/16/18
47	Club Pilates Central NJ (Guirguess) 1	West Windsor	NJ	Guirguess	David	08/17/17	02/17/18
48	Club Pilates Midtown Miami		FL	Gutierrez / Peck	Maria Isabell / Tania	02/24/16	08/24/17
49	Club Pilates Santan		AZ	Guzick	Bill / Jennifer	03/31/16	09/30/17
50	Club Pilates Piper Glen		NC	Harris	Doug	05/31/16	12/01/17
51	Club Pilates Austin #3 (Hernandez)	Georgetown	TX	Hernandez/ Lindner	Hector/Molly	11/23/16	05/23/18
52	Club Pilates Katy #2	Katy	TX	Heslop	Pam	07/05/16	01/05/17
53	Club Pilates Jersey City	Fairfield	NJ	Horvath	Emese	06/21/16	12/21/17
54	Club Pilates DFW 2 (Howard)	Rayzor	TX	Howard	Kendall	07/28/17	05/28/18
55	Club Pilates Baltimore #3 (Kay)	Canton	MD	Kay / Bateman	Karla / Liana	12/16/16	06/16/18
56	Club Pilates Ft. Lauderdale #3	East Boca	FL	Kennedy	Kelly	09/27/16	03/27/18
57	Club Pilates North Henderson	Town / Country	NV	Kim	Wesley	07/28/17	01/28/18
58	Club Pilates Tampa 2(Erickson/Kitchen)	Palm Harbor	FL	Kitchen/Erickson	Kim/Joe	05/19/17	05/19/18

Schedule 9.27

59	Club Pilates Los Gatos	Cupertino	CA	Ko/Wu	Ken/Jessie	03/16/16	09/16/17
60	Club Pilates Chicago 3(Kohn)	Elmhurst	IL	Kohn	Eric & Kristin	03/08/17	06/08/18
61	Club Pilates Calgary	Calgary	CAN	Kot	Danielle	11/20/17	05/20/18
62	Club Pilates Red Bank NJ #2	Red Bank	NJ	Laden	Gary	05/26/17	05/26/18
63	Club Pilates San Mateo		CA	Lance	Renata and Sean	12/15/16	06/15/17
64	Club Pilates Atlanta #3 (Ledford)	Midtown	GA	Ledford	Mandy	11/30/16	05/30/18
65	Club Pilates Alexandria #2	Fairfax	VA	Lee	Mindy	04/18/17	03/18/18
66	Club Pilates Alexandria #1	Alexandria_Kingstowne	VA	Lee	Mindy	04/18/17	09/13/17
67	Club Pilates Long Island #2	Roswell	NY	Lo	David	10/26/16	10/26/17
68	Club Pilates Long Island #3	Manhasset	NY	Lo	David	10/26/16	04/26/18
69	Club Pilates Chicago #2 (London)		IL	London	Larry/Crystal	05/25/17	05/25/18
70	Club Pilates Philadelphia 2(Longo)	Exton	PA	Longo	Randy & Margaret	02/22/17	02/22/18
71	Club Pilates Boise		ID	Louis	Laura	12/22/16	06/22/17
72	Club Pilates Portland 2 (McCartney)	West Linn	OR	McCartney	Alyssa	03/03/17	03/03/18
73	Club Pilates St. George 1		UT	McClure	Krista	06/16/17	12/16/17
74	Club Pilates Emeryville	Oakland	CA	Miller	Jerry & Melissa	03/18/16	03/18/17
75	Club Pilates Berkeley		CA	Miller	Jerry & Melissa	03/18/16	09/18/17

Schedule 9.27

76	Club Pilates Boston #3	Newton	MA	Miller/Rizzo	Mike & Tammy	08/25/16	11/25/17
77	Club Pilates Boston #4	Brooklin	MA	Miller/Rizzo	Mike & Tammy	08/25/16	04/25/18
78	Club Pilates Miami #3 (Mochon)	Biscayne	FL	Mochon / Rosentgberg	Daniela / Horacio	09/11/16	03/11/18
79	Club Pilates Plano #2 (Mullins)		TX	Mullins	John	05/22/17	05/22/18
80	Club Pilates Seattle 2 (Nicholson)	425 Fairview	WA	Nicholson	Candi	03/14/17	03/14/18
81	Club Pilates Vancouver		CAN	Oussov	Ilia / Serguei	11/24/16	05/24/17
82	Club Pilates Mid-Wilshire		CA	Ovakimian	Sarkis / Esther	04/10/17	04/10/18
83	Club Pilates Kenwood		OH	Pallatroni	Bob	03/17/16	03/17/17
84	Club Pilates Hyde Park		OH	Pallatroni	Bob	03/17/16	09/17/17
85	Club Pilates Lakewood		CA	Park	Bora	08/10/16	10/15/17
86	Club Pilates Boston (Peterson)	Hingham	MA	Peterson	Jennifer	06/30/17	12/30/17
87	Club Pilates Denham		MA	Peterson	Jennifer	02/15/17	08/15/17
88	Club Pilates Ravenswood	Lakewood	IL	Phelps	Abby	03/30/16	09/30/17
89	Club Pilates New Tampa		FL	Philyaw	Nathan	06/03/16	12/03/17
90	Club Pilates Marin #2	San Rafael	CA	Poletti	Natalie	08/30/16	08/30/17
91	Club Pilates Marin #3	San Anselmo	CA	Poletti	Natalie	08/30/16	03/02/18
92	Club Pilates Atlanta (Rebala)	Swanee	GA	Rebala	Sekhar	08/31/17	02/28/18

Schedule 9.27

93	Club Pilates Westchester County #3	New Rochelle	NY	Rhyu	Heather	07/15/16	01/15/18
94	Club Pilates Seal Beach 2 (Rubin)	Huntington Beach	CA	Rubin/Mitchell	Michael/Alyssa & Kyle	10/19/17	04/20/18
95	Club Pilates New Mexico #2 (Rule)	ABQ -6410 Coors	NM	Rule	Brian / Jessica	05/22/17	05/22/18
96	Club Pilates Portland #3	Tanasborne	OR	Sander	Scott & Misty	08/25/16	02/25/18
97	Club Pilates Chicago #3	Huntley	IL	Schlichting	Steve & Robin	08/23/16	02/23/18
98	Club Pilates Texas 3 (Schreiver)	Webster	TX	Schriever	Delma / Rick	12/14/16	06/14/18
99	Club Pilates Milwaukee (Schuda)	AMLI - Collaborative	IL	Schuda	Michael & Anjelica	09/07/17	03/07/18
100	Club Pilates Dublin		CA	Shiraki	Robert / Jessica	02/15/16	02/15/18
101	Club Pilates Rancho Cucamonga		CA	Shiraki	Robert / Jessica	02/15/16	08/15/17
102	Club Pilates Pleasant Hill	Pleasant Hill	CA	Siva/Swift	Jan/Darrel	02/23/16	02/17/17
103	Club Pilates Piedmont		CA	Siva/Swift	Jan/Darrel	02/23/16	08/16/17
104	Club Pilates Sacramento #2 (Smith)	Davis	CA	Smith	Katie	05/23/17	05/23/18
105	Club Pilates Dallas #3	Keller	TX	Springer	Bobby	09/28/16	03/28/18
106	Club Pilates SFO-Financial District		CA	Srivastava	Amit & Seema	05/20/16	05/20/17
107	Club Pilates SFO-Mission District		CA	Srivastava	Amit & Seema	05/20/16	11/20/17
108	Club Pilates Milwaukee	Brookfield	WI	Stanford	Jennifer & Mitchell	11/21/17	05/21/18
109	Club Pilates San Antonio 2 (Stephens)	Shavano Heights	TX	Stephens	Michelle	06/15/17	06/15/18

Schedule 9.27

110	Club Pilates Sherman Oaks (Katya)		CA	Stromblad	Katya	10/31/16	02/28/18
111	Club Pilates Rockville 1	Sunshine/Olney	MD	Swingler	Kevin	08/28/17	02/28/18
112	Club Pilates Murrieta	Wildomar	CA	Tehranchi	Shahin	07/22/16	03/14/18
113	Club Pilates San Pedro	San Pedro	CA	Thomas / Davis	Joni / Tiffany	11/04/16	05/04/17
114	Club Pilates Truong #3	Eastvale	CA	Truong	Amy / Anthony	02/26/16	08/26/17
115	Club Pilates Corona	Corona Crossing	CA	Truong	Amy / Anthony	02/26/16	02/26/17
116	Club Pilates Shorewood	Oakland Center	WI	Tsuchiyama	Robert & Beth	05/11/16	11/11/17
117	Club Pilates New Jersey #3	Tenafly	NJ	Untener	Scott	09/23/16	03/23/18
118	Club Pilates Mountain View		CA	Venkatesan/Anant han	Hema & Venkat	11/20/15	05/20/17
119	Club Pilates Santa Clara		CA	Venkatesan/Anant han	Hema & Venkat	11/20/15	11/20/16
120	Club Pilates DTLA #3	Financial District	CA	Violas	Stephanie	04/20/17	04/20/18
121	Club Pilates Radnor		PA	Waller	George & Kris	02/24/17	02/24/18
122	Club Pilates OC #3	Irvine	CA	Watson/Lombardi /Nash	Keely/Ed/Jeff	11/16/16	05/16/18
123	Club Pilates Houston #3 (Wells)	Humble	TX	Wells	Daniela & David	11/16/16	05/16/18
124	Club Pilates Long Island #2 (Wolk)	lowry_Woodbury Villag	NY	Wolk	David	11/09/16	11/09/17
125	Club Pilates Long Island #3 (Wolk)	Syosset	NY	Wolk	David	11/09/16	05/09/18
126	Club Pilates Atlanta #2	Roswell	GA	Worley	Mark	08/23/16	02/23/18

Schedule 9.27

127	Club Pilates Manhattan (Yang) 1	Upper East Side	NY	Yang / Barletta	John / Renee	08/09/17	02/09/18
128	Club Pilates Tampa (York)	#2 orlando	FL	York/Schlobohm	Shaun/Zach	05/25/17	05/25/18

Schedule 9.27

(g)

@ the LB:

"@ the LB" Franchise Disclosure Document – Issuance Date 9/29/16
"@ the LB" Franchise Disclosure Document – Issua(nce Date 5/22/17
"@ the LB" Area Rep. Franchise Disclosure Document – Issuance Date 9/29/16
"@ the LB" Area Rep. Franchise Disclosure Document – Issuance Date 5/22/17

Shred415:

"Shred415" Franchise Disclosure Document – Issuance Date 7/10/17
"Shred415" Area Rep. Franchise Disclosure Document – Issuance Date 7/31/17
"Shred415" Franchise Disclosure Document – Issuance Date 07/10/2017_Amended 10/09/2017

CycleBar:

United States
"CycleBar" Franchise Disclosure Document – Issuance Date 1/06/2015
"CycleBar" Franchise Disclosure Document – Issuance Date 1/06/2015 as amended 2/08/2016
"CycleBar" Franchise Disclosure Document – Issuance Date 4/19/2016
"CycleBar" Franchise Disclosure Document – Issuance Date 4/28/2017
"CycleBar" Franchise Disclosure Document (Area Rep) – Issuance Date 4/28/2017
"CycleBar" Franchise Disclosure Document– Issuance Date 4/12/2018

Canada

"CycleBar" Franchise Disclosure Document (Canada) – Version Date – 11/12/2015
"CycleBar" Franchise Disclosure Document (Canada) – Version Date – 12/07/2015
"CycleBar" Statement of Material Change – Dated – 12/14/2015
"CycleBar" Franchise Disclosure Document (Canada) – Version Date – 1/26/2016
"CycleBar" Statement of Material Change – Dated – 1/26/2016

“CycleBar” Franchise Disclosure Document (Canada) – Version Date – 2/29/2016
“CycleBar” Franchise Disclosure Document (Canada) – Version Date – 5/16/2016

Club Pilates:

CPF’s 2015 Franchise Disclosure Document (as amended).
CPF’s 2016 Franchise Disclosure Document.
CPF’s 2017 Franchise Disclosure Document
CPF Franchise Disclosure Document issued April 27, 2017, as amended on May 3, 2017

(h)

1. The License Arrangement was not entered into pursuant to an FDD or other requirements under applicable Franchise Laws.
2. The Row House License Arrangement was not entered into pursuant to an FDD or other requirements under applicable Franchise Laws.
3. The Stretch Lab License Arrangement was not entered into pursuant to an FDD or other requirements under applicable Franchise Laws

(i)

1. The Yoga Six License Arrangement was not entered into pursuant to an FDD or other requirements under applicable Franchise Laws.

Pure Barre

Agreement between PB Franchising LLC and 2441781 Ontario, Inc., dated November 26, 2014, as amended March 29, 2015, under which the company retained the services of the numbered company to provide assistance in connection with the sales of and services to franchisees and prospective franchisees in Ontario, Canada.

From time to time, the Company utilizes Franchisees to provide training/teaching services (both in person and on video). Certain Franchisees also serve on the Company’s strategic development committee to assist with the development and implementation of new content offerings. In each case, these Franchisees are compensated for their services.

(j)

Schedule 9.27

CycleBar:

1. Occasionally, CBF has become aware of unauthorized or infringing use of the Owned Intellectual Property by third parties. CBF has pursued termination of such unauthorized or infringement use and have instructed such third parties to immediately cease such activities. Per internal policy CBF sends cease and desist letters for infringements upon its marks.
    a. CycleBar Cease and Desist to Ellen Gessell dated September 15, 2015 regarding the use of CycleBarSarasota.com. In September 2015, the Company's counsel notified Ellen Gesell of her unauthorized registration of CYCLEBARSARASOTA.COM on behalf of Reid Withrow and ON1 Enterprises, LLC. Ms. Gesell denied involvement in the registration, and Mr. Withrow refused to transfer ownership of the domain to the Company. Mr. Withrow ceased use of the domain, which was believed to be inactive until September 8, 2017, when Company representatives visited the site, which appeared to be active, and immediately sent a takedown notice to the site hosting service.
    b. CycleBar Cease and Desist to Cycle Barre dated May 21, 2015 regarding use of phonetically similar mark Cycle Barre. Tara Del Russo, the owner of Cycle Barre agreed to change the name of her studio.
    c. CycleBar Cease and Desist to CycleBarL.A. LLC, Dated January 30, 2015 regarding CycleBarLA. Ruben Martinez ceased using the CycleBar name and rebranded his studio. CycleBar Cease and Desist to Jason Weiner dated December 21, 2015, regarding cyclebarla on Groupon. Groupon agreed to take down CycleBarLA after notification from Ruben Martinez.
    d. CycleBar Cease and Desist to Matthew Saunders dated October 22, 2014 regarding the use of www.rasamaya.com /pages/cycle-bar. Attorney for Rasamaya notified the Company that it agreed to change name.
    e. CycleBar Cease and Desist to Edir Holdings, LLC dated October 21, 2016, regarding Premium Indoor Cycling. No actions have been taken after the response letter from Ride Enterprises, LLC was received on October 25, 2016. The Company does not use Premium Indoor Cycling as a trade name.
    f. CycleBar email correspondence dated October 7, 2015 with Dan Daszkowski regarding unauthorized use of CycleBar mark. Franchise Broker agreed to stop using Company marks to attempt to sell franchises.
    g. CycleBar Cease and Desist to Integrated Soul, Inc. d/b/a Push Fitness dated March 11, 2016 regarding use of phonetically similar mark Cycle Barre. Letter received from Jack Silver, attorney for Integrated Soul, Inc., dated May 11, 2016, stating Integrated Soul agrees to suspend the use of the name "Cycle Barre" for one of its workout classes and change the name.

2. On July 13, 2015, Beats Electronics LLC ("Beats") filed a notice of opposition with the USPTO Trademark Trial and Appeal Board ("TTAB") (Proceeding No. 91222777) to the registration sought by the Company to the mark CYCLEBEATS, implying that the Company's use of the mark infringed Beats' family of BEATS marks. On or about September 13, 2016, the Company and Beats settled the matter, whereby Beats agreed, among other things, not to oppose registration of CYCLEBEATS and the Company agreed, among other things, not to use the mark in connection with certain goods and services.
3. StarCycle Matter.
4. The Company entered into a Settlement Agreement with SoulCycle Inc. on February 25, 2016, pursuant to which the Company agreed to modify its wall mantra in exchange for the release of claims of infringement of SoulCycle Inc.s trade dress or copyrighted design by such wall mantra (the "SoulCycle Matter").
5. Alleged Infringement of "Clip in Rock Out" and Rose Spear. The Company received a letter dated August 2, 2016 from counsel for Ride 360, LLC, d/b/a Revolution Studio, claiming that the CycleBar Vintage Park studio used "Clip In, Rock Out", a registered trademark of Ride 360, LLC and demanding that the Company and its affiliates cease and desist from using that slogan and requesting the Company terminate the employment of Rose Spear due to alleged violation of certain employment agreements. CBF and the CycleBar Vintage Park studio agreed to discontinue the use of the Clip In, Rock Out phrase. Additionally, after investigation CycleBar Vintage Park learned that it had never employed a person named Rose Spear and that the cease and desist was incorrectly sent to CycleBar Vintage Park instead of CycleBar Katy, where Rose Spear was at one time an employee. CBF contacted CycleBar Katy and told this franchisee that it must not employ staff with existing noncompete agreements and reiterated the same to Ride 360's attorney. CBF supplied Ride 360's attorney with the contact information for CycleBar Katy and the Company considers this matter concluded.

Concluded Litigation

1. 859 Boutique Fitness Matter (Fayette Circuit Court of the Commonwealth of Kentucky, case number 15-CI-4607 (filed December 22, 2015), United States Court of Appeals for the Sixth Circuit, Court of Appeals Docket # 16-6427 (filed September 20, 2016). 859 Boutique Fitness, LLC, a former prospective franchisee, brought an action alleging, *inter alia*, breach of contract in Kentucky state court. This action alleged that the CBF made a franchise offer to 859, which was accepted and CBF breached this contract by refusing to execute the franchise agreement. All allegations have been dismissed with prejudice, and the dismissal was affirmed by the Sixth Circuit.

2. Kamdar Settlement.

3. Beats Settlement

4. SoulCycle Matter

5. RCG Lease Settlement

6. Settlement Agreement dated September 13, 2016, by and between CB IP, LLC and Beats Electronics, LLC ("Beats Settlement")

7. Kamdar Settlement.

8. Reacquisition and Settlement Agreement dated June 1, 2016, by and between CBF and Kira Knickrehm

9. Reacquisition and Release Agreement dated February 24, 2016, by and between CBF and Pamela Lambie

10. Termination and Release Agreement dated December 1, 2015, by and between CBF and ATX Cycling

11. Termination and Release Agreement dated May 8, 2017, by and among CBF, Clementine Goutal and the estate of Andres Rodriguez

12. Termination and Release Agreement dated May 4, 2016, by and between CBF and Drury Lane Ventures, Inc.

13. Business Loan and Promissory Note Agreements (Loan No: 820112803) dated January 20, 2017, by and among St. Gregory Development Group, LLC: J3T Logistics, LLC; CBF; LB Hyde Park, LLC; and CoWorking Cincinnati, LLC and First Financial Bank ("First Financial Loan Agreements")

14. Settlement Agreement dated September 20, 2017 by and between RCG-Cincinnati, LLC and CycleBar Franchising, LLC and St. Gregory Development Group, LLC in the amount of one-hundred five thousand dollars and zero cents ($105,000.00): ("RCG Lease Settlement"). The RCG Lease Settlement was because of a dispute regarding the lease by and between RCG-Cincinnati, LLC ("Landlord") and CycleBar Franchising, LLC ("Tenant") dated August 31, 2015 for the premises known as "Store No. 7020C" and located at the "Shoppes at Kenwood" with an address of 7720 Montgomery Road, Suite 7720C, Cincinnati, Ohio 45236. The first settlement payment in the amount of $30,000.00 was made on September 25, 2017 and the second and final payment of $75,000.000 was made on September 26, 2017. CycleBar Franchising, LLC and St. Gregory Development Group, LLC have agreed to pay the RCG Lease Settlement in equal portions of $52,500.

15. On December 31, 2016, St. Gregory Development Group deferred $306,000 owed to it by CBF for services rendered under the STG and CycleBar Franchising Services Agreement dated January 1, 2015. ("STG Deferred Payment Agreement")

Schedule 9.27

16. On December 31, 2016 J3T Logistics deferred $445,783 owed to it by CBF for 2016 Groupon receipts due under the J3T and CycleBar Franchising Services Agreement dated April 20, 2015. CBF applied $93,789.81 to outstanding payables due to J3T Logistics, while the remaining $351,993.19 was posted as accounts receivable due from J3T Logistics to CBF per a deferred payment agreement. ("J3T Deferred Groupon Payment Agreement")

17. On March 31, 2017 J3T Logistics deferred $410,536.45 owed to it by CBF for services rendered under the J3T and CycleBar Franchising Services Agreement dated April 20, 2015. ("J3T Deferred Payment Agreement")

18. Settlement Agreement dated October 14, 2016, by and among CBF and Tejal Kamdar, Jason J. Snyder and Meera B. Kamdar ("Kamdar Settlement") Kamdar and Snyder Matter. CycleBar franchisees Tejal Kamdar, Meera Kamdar and Jason Snyder brought an action alleging, inter alia, breach of contract and breach of the California Franchise Investment Law. A settlement in the amount of $90,000.00 was reached. The first installment of $45,000.00 was paid and the second and installment of $45,000.00 is due on or before October 5, 2017.

19. Outstanding bills for legal services provided by DLA Piper LLP through September 25, 2017, in the amount of $49,634.07.

20. Outstanding bills for legal services provided by Ulmer & Berne LLP through September 25, 2017, in the amount of $4,435.89.

21. CBF has posted the following bonds in the states of North Dakota, Washington and Illinois as required to offer or sell franchises therein:

22. North Dakota Franchisor Surety Bond

23. Hartford Fire Insurance Company

24. Bond No. 35BSBHH2757

25. Issuance Date: 3/1/17

26. $125,000.00

27. Renewable on an annual basis

28. State of Washington Franchisor Surety Bond

29. Hartford Fire Insurance Company

    a. Bond No. 35BSBHF7477

    b. Issuance Date: 7/17/15

    c. $100,000.00

    d. Renewable on an annual basis

30. Illinois Franchisor Surety Bond

31. Hartford Fire Insurance Company

    a. Bond No. 35BSBHS0409

    b. 8/17/17

    c. $148,500.00

    d. Paid 4 years' worth of premiums

Club Pilates:

1. The Kita Settlement.
2. The Default Letters.

Shread415:

The state of Washington has imposed a financial impoundment on S415 for the sale of franchises to residents of Washington, or Shred415 franchises which will be located within the state of Washington. Pursuant to WAC 460-80-460, S415 has elected to defer the receipt of franchise fees from Washington franchisees, until such time as those franchisees open their business to the public.

Pure Barre:

Schedule 9.27

1. Pursuant to that certain Amendment No. 1 to Franchise Agreement dated as of January 16, 2015, by and between PB Franchising, LLC, elleon, LLC, as Franchisee, and Noelle Zane, the parties acknowledged that the Franchisee is the successor-in-interest to own and operate the studio located at 1701 Walnut Street in Philadelphia and amended the Territory in the Franchise Agreement as follows: (i) until the second anniversary of the Effective Date of the Franchise Agreement, the Territory will be the larger area outlined in orange on the map attached as Exhibit A to the Franchise Agreement; (ii) if a second studio has not been opened within this larger area before the Effective Date of the Franchise Agreement, the Territory will automatically and without any further action be revised to incorporate only the smaller area outlined in black on the map; (iii) if a second studio is opened by the second anniversary of the Effective Date of the Franchise Agreement, the parties will agree on an appropriate territory for each studio that will encompass the entire area outlined in orange on the map; and (iv) PB Franchising, LLC agrees it will not change the Territory as it exists under the Amendment or the territory under the Franchise Agreement for the second studio as provided for in the Amendment, if signed, upon renewal of such agreements.

2. Pursuant to that certain Amendment No. 1 to Franchise Agreement dated as of February 11, 2015 by and between PB Franchising, LLC, Portside Group LLC, as Franchisee, and Rebecca McCarthy, Guarantor, the parties replaced the existing Long Island City Search Area Map with the Greenpoint Search Area Map. Despite the replacement of the Search Area, the Company granted the Franchisee the right to acquire the franchise and to enter into a franchise agreement to develop a Pure Barre Studio in the Long Island City Search Area, provided that the Franchisee meets the following conditions: (i) the Franchisee must sign a lease for an approved Location within the Greenpoint Search Area within three months after the date of the Amendment, (ii) the Franchisee must comply with the terms of the franchise agreement and (iii) the Franchisee or an approved affiliate must sign, on or before December 15, 2015, a lease for a location approved by the Company within the Long Island City Search Area and the Company's then-current form of franchise agreement and related documents that will govern the Franchisee's development and operation of a Pure Barre Studio at the location. If the Franchisee does not timely comply with the requirements in (iii) above, the Franchisee will no longer have rights to enter into, and the Company will have no obligation to allow the Franchisee to enter into, a franchise agreement for the Long Island City Search Area.

3. In accordance with the structure of PB Franchising LLC's franchise program (as described in the FDD), it allows qualified prospective franchisees to sign an Option Agreement prior to signing a Franchise Agreement. The Option Agreement allows the prospect to search for potential sites in a defined area and gives the prospect, within the specified time, the option to enter into a franchise agreement for a specific approved site in the defined area. Following are the outstanding Option Agreements:

    a) Option Agreement dated as of April 14, 2015, by and between PB Franchising, LLC, Jillian LaMonica and Patrick LaMonica (North Plano, TX).

b) Option Agreement dated as of April 9, 2015, by and between PB Franchising, LLC, Tanya Schneider and Zackary Ross (Kitsilano, Vancouver, BC).
c) Option Agreement dated as of April 22, 2015, by and between PB Franchising, LLC and Nicole Hines (San Tan Village, AZ).

d) Option Agreement dated as of April 14, 2015, by and between PB Franchising, LLC, Kathryn L. Lowder and Tiffany P. Bell (East Montgomery, AL).
e) Option Agreement dated as of April 23, 2015, by and between PB Franchising, LLC, Moana Tucker and Marshall Tucker (Gainesville, FL).
f) Option Agreement dated as of April 21, 2015, by and between PB Franchising, LLC, Jenna McGill and Matt McGill (Kingstowne, VA).
g) Option Agreement dated as of April 27, 2015, by and between PB Franchising, LLC, Stephanie Lin and Robert Lin (West Hartford, CT).
h) Option Agreement dated as of April 28, 2015, by and between PB Franchising, LLC and Tonia Jones (Cypress, TX).
i) Option Agreement dated as of April 28, 2015, by and between PB Franchising, LLC, Rebecca Dunn and Scott Dunn (Cedar Park, TX).
j) Option Agreement dated as of April 29, 2015, by and between PB Franchising, LLC, Michelle Clinger and Cassi O'Neal (Henderson, NV).

(k)

Nothing to report for LBF, S415 or CB.

As of August 31, 2017, CPF had an outstanding loan in the amount of $286,861.92 to the Club Pilates Marketing Fund.

(l)

The following persons have been engaged by LBF and/or S415 to provide services in the sale of franchises:

Lance Freeman
STG Employment Agreement_STG_L.Freeman_Eff. 1/26/2017
As amended 6/13/17

Nick Sheehan
STG Employment Agreement_STG_N.Sheehan_Eff. 11/1/16

Justin LaCava
STG Employment Agreement_STG_J.LaCava_Eff. 2/7/13
As amended 8/27/17

Cameron Ferguson
STG Employment Agreement_STG_C.Ferguson_Eff. 7/8/17

John North
STG Employment Agreement_STG_J.North_Eff. 7/5/16

Sung Ohm
STG Employment Agreement_STG_S.Ohm Eff. 7/11/17

Emily Brown
STG Employment Agreement_STG_E.Brown_Eff. 10/1/16

Drew Chalfant
STG Employment Agreement_STG_D.Chalfant_Eff. 8/1/17

Kit Higgs
STG Employment Agreement_STG_K.Higgs_Eff. 8/15/17

Sean McCloskey
STG Employment Agreement_STG_S.McCloskey_Eff. 2/15/16

Chris Meibers
STG Employment Agreement_STG_Eff. 3/11/15

Jeff Herr
As STG Principal

Jim Jagers
As STG Principal

Todd Kirby
As STG Principal

Joe Roda
As STG Principal

Bonnie Micheli (Shred415)
As Shred415 principal

Matt Micheli (Shred415)
As Shred415 principal

Kurt Roemer (Shred415)
As Shred415 principal

Tracy Roemer (Shred415)
As Shred415 principal

Joseph DeMarco (LBF)
As LBF principal

Jennifer DeMarco (LBF)
As LBF principal and pursuant to Executive Employment Agreement, dated November 9, 2015, by and between Local Barre Franchising, LLC and Jennifer DeMarco

The following brokers have been engaged by Company and/or its Franchisor Subsidiaries to provide assistance in the sale of franchises:

LBF

FranChoice, Inc.
FranChoice Referral Agreement_FranChoice_LBF_Eff. 09/21/16

The Franchise Consulting Company
Franchise Referral Agreement_FCC_LBF_Eff. 10/04/16

Kirk Peacock – Broker
Broker Referral Agreement Coastal Massage,LLC_LBF_Eff. 4/20/17

Shred415

FranChoice, Inc.
FranChoice Referral Agreement_Franchoice_Shred415_Eff. 6/19/17

The Franchise Consulting Company
Franchise Referral Agreement_FCC_Shred415_Eff. 7/26/17

The Entrepreneur's Source (TES)
TES Partnership Agreement_TES_Shred415_Eff. 8/14/17

FranNet
Franchise Referral and Commission Agreement_S415_FranNet of the Bay Area_Eff. 09/11/2017

Franchise Opportunities Network
Advertising Agreement_S415_FranchiseOpportunities.com, LLC_Eff. 02/22/2018

The following persons or entities provide material support services to Franchisees, and/or assist in the identification, offer, and sale of franchises to potential Franchisees:

LBF

J3T Logistics, LLC – Franchisor marketing and operations support.
J3T Services Agreements LBF_J3T_Eff. 11/01/16

St. Gregory Development Group, LLC – Franchise sales support.
St. Gregory Ind. Cont. Agt._STG_LBF_Eff. 10/18/16

Jennifer DeMarco – Franchise sales support & franchisee support.
LBF Executive Employment Agreement_LBF_J.Demarco_Eff. 11/9/15

Bob Palazzi, LLC – Robert & Diane Palazzi – Area Representative
LBF AR Agreement_LBF_Bob Palazzi, LLC_Eff. 06/26/17
As modified by a Memorandum of Understanding dated 06/26/17

Carl Peacock & Pamela Tanase – Area Representative
LBF AR Agreement_LBF_C.Peacock&P.Tanase_Eff. 4/20/17
As modified by a Memorandum of Understanding dated 4/20/17

Shred415

J3T Logisitics, LLC – Franchisor marketing and operations support.
J3T Services Agreement Shred415_J3T_Eff. 6/16/17

St. Gregory Development Group, LLC – Franchise sales support.
St. Gregory Ind. Cont. Agt._STG_Shred415_Eff. 6/16/17

Shred415 Chicago Services agreement – sales and franchisee support.
Shred415 Chicago Services Agt._Shred415Franchising_Shred415Chicago_Eff. 6/16/17

REMOP Services, LLC – Services agreement – franchisee real estate support.
REMOP Services Agt._REMOP_Shred415Franchising_Eff. 8/30/17

FF&E Procurement Company of America, LLC – Franchisee furniture, fixtures and equipment product purchasing support.
FF&E Procurement Services Agt._FF&EPCA_Shred415Franchising_Eff. 8/30/17

Club Pilates:

1. The TES Agreement.
2. The FranChoice Agreement.
3. The FranNet Agreement.
4. Franchise Referral Agreement dated December 22, 2015 between AllWright Franchise Consulting, Inc. d/b/a The You Network and the Company.
5. The St. Gregory Agreement.
6. The Colorado Agreement.

(m)

Club Pilates First Refusal Schedule:

1. Area Development Agreement dated April 17, 2017 between the Company and Stephanie Violas as amended by that certain Amendment and Acknowledgement dated April 17, 2017 between the parties.
2. Area Development Agreement dated October 31, 2016 between the Company and Katya Stromblad and the Company as amended by that certain Amendment and Acknowledgement dated October 31, 2016 between the parties.
3. Area Development Agreement dated August 23, 2016 between the Company and Mark A. Worely as amended by that certain Amendment and Acknowledgment between the parties.
4. Amendment and Right of First Refusal dated September 24, 2014 between Global and Amanda Gomez, as assigned to the Company pursuant to that certain Contribution Agreement (the "Contribution Agreement") dated March 12, 2015 between CP, Global and the Company.
5. Amendment and Right of First Refusal dated March 6, 2014 between Global and October First LLC, as assigned to the Company pursuant to the Contribution Agreement.
6. Right of First Refusal dated August 12, 2014 between Global and Jennifer Marrinan, as assigned to the Company pursuant to the Contribution Agreement.
7. Area Development Agreement dated November 30, 2015 between the Company, Christopher M. Fichaud and Susan D. Bryan as amendment by that Amendment and Acknowledgement dated November 30, 2015 between the parties.

8. For a period of twenty-four (24) months following the date of the Row House Purchase Agreement, the Row House Licensee has a right of first refusal on the opening of any "Row House" studios in (a) the following neighborhoods of Manhattan: (i) the Financial District, (ii) the Upper West Side, (iii) Midtown East and (iv) the Upper East Side or (b) the Hamptons.

(n)

Shred415

REMOP Services, LLC – Franchisee payments made to Shred 415 Franchising for Real Estate site selection and construction management services are then paid to REMOP to perform those services.

FF&E PROCUREMENT - FF&E performs furniture and fixture procurement services for Shred 415 Franchising. Franchisees pay monies directly to Shred 415 Franchising for these services, and Shred415 Franchising pays FF&E for rendering these services on behalf of its franchisees.

ClubReady
Master Vendor Agreement_S415_ClubReady, LLC_Eff. 02/01/2018
Pricing Agreement_S415_ClubReady, LLC_Eff. 02/01/2018

CycleBar:

1. CycleBar Approved Vendor Agreement dated May 27, 2016, by and between CBF and Core Health & Fitness, LLC.
2. FitMetrix Service Agreement
3. Groupon Agreement
4. Screencast Service Agreement
5. Mindbody Subscriber Agreement
6. Emma Email Marketing Agreement
7. Sharper Decorating Systems Inc.

Club Pilates:

Summary of Vendors & Agreement Terms

Vendor	Discount, Royalty, Rebate or Convention Sponsorship Amount	Notes or Additional Terms	Written Contract?
Suppliers Terms			
Balanced Body	33.5% discount off MSRP	*2%-10, net 30 terms*	No
ToeSox	33% Royalty		Yes
Trigger Point / Implus	55% discount from MSRP		
Ringside-CSI-Fitness	Discounts ranging from 10-25% off MSRP		
Glyder.	30% discount from MSRP		
Fitness First.	Discounts ranging from 15-30% off MSRP		
Paychex*	Franchisees get 15% permanent discount		
Beyond Yoga	20% discount from MSRP		
Chicago/RX Bar	34% discount from MSRP		
TRX Fitness Anywhere	40% discount from MSRP		
Revenue Share Agreements			
ClubReady	~$175/studio	*See Additional Details Below*	Yes

Priority Signs	*10% of invoiced amount*		No
FloWater	$25/studio/mo		No
RFS Fooring	*10% of invoiced amount*		No

Summary of Vendors & Agreement Terms

Vendor	Discount, Royalty, Rebate or Convention Sponsorship Amount	Notes or Additional Terms	Written Contract?
C&C Signs	*10% of invoiced amount*	*Verbal only, but has not reported or paid for 2016 yet*	No
Geneva/Amerifund	$500 per financed Studio		No
Action Glass	*10% of invoiced amount*	*Verbal only, but has not reported or paid for 2016 yet*	No
Other Vendors/Partners Rebates & Sponsorships			
Trigger Point / Implus	*$5,000 convention sponsorship*		No
ColePro, Inc.	*$10,000 convention sponsorship*		No
ClubReady	*$20,000 convention sponsorship*		No

Glyder.	*$5,000 convention sponsorship*		No
Fitness First.	*$5,000 convention sponsorship*		No
Priority Signs	*$5,000 convention sponsorship*		No
Paychex*	*$2,000 convention sponsorship*		No
Paris, Ackerman & Schmierer	*$5,000 convention sponsorship*		No
Toesox customer	*$5,000 convention sponsorship*		No
FranConnect	*$2,000 convention sponsorship*		No
Savvier Fitness	*$5,000 convention sponsorship*		No
ESIX	*$2,000 convention sponsorship*		No
FloWater Inc.	*$5,000 convention sponsorship*		No
GymWrench	*$5,000 convention sponsorship*		No
C&R Components	*$5,000 convention sponsorship*		No

Summary of Vendors & Agreement Terms

Vendor	**Discount, Royalty, Rebate or Convention Sponsorship Amount**	**Notes or Additional Terms**	**Written Contract?**

Additional Details:

Club Ready Rebate Summary

	CR Fee to Franchisee	**Rebate to Franchisor**	*Notes:*
Software Fee	$149.00	$39.00	
Draft Fee	3.75%	0.50%	
Swipe Fee	2.50%	0.10%	
PDC	20.00%	5.00%	
Leadspeak	$69.00	$20.00	
Gym HQ	$-	5%	
ACH	$9.95	$9.95	
Remit Stmt	$4.95	$4.95	
App Fee	$49.00	$39.00	
Contract Template	$350.00	$50.00	
			New clubs only

(o)

N/A

(p)

See Schedules 9.27(a), 9.27(b) and 9.27(c) above.

Row House

Franchise Agreements in Effect Summary - excluding terminations

As of: 6/20/2018

	Studio Name	State	Last Name	First Name	Street	City	State	Zip	Studio Phone	Franchisee Phone	Franchisee Email	Royalty Rate	MFC Rate	Min. Royalty	Required Minimum	Individual Territory FA Date
	Franchisee				**Studio Information**					**Franchisee Personal Information**						
1	Row House Hilton Head	SC	Steward	Stephen						(843) 226–3482	stephen.stewart@therowhouse.com	7%	2%			02/02/18
2	Row House Connecticut	CT	Montefusco	Rob/Dana						(203) 770–1497	robert.montefusco@therowhouse.com dana.montefusco@therowhouse.com	7%	2%			05/05/18
3	Row House Colordo	CO	Johnson	Anne						(314) 249–3753	anne.johnson@therowhouse.com	7%	2%			05/10/18

4	Row House Frisco	TX	Puga	Reuben/Nishani						(214) 455–3277	ruben.puga@therowhouse.com nishani.puga@therowhouse.com	7%	2%			06/04/18
5	Row House West End	MA	O'Malley	Gyee/Bob						(817) 368–3484	gyee.omalley@therowhouse.com bob.omalley@therowhouse.com	7%	2%			06/11/18
6	Row House Walnut Creek	CA	Yang	Henry						(925) 247–4533	henry.yang@therowhouse.com	7%	2%			05/31/18
7	Row House San Rafael	CA	Kfouri	Emile						(781) 864–9728	emile.kfouri@therowhouse.com	7%	2%			06/14/18

Area Development Agreement (ADA Summary) - excluding terminations

As of: 06/20/18

	Area Name	State	Franchisee Information: Last Name	First Name	Franchisee Phone	Franchisee Email	ADA Date	Total # Studios in ADA	Development Fee	# Studios Open (PreSale)	Development Schedule	# Add'l Studios to be Opened
1	Denver	CO	Johnson	Anne	(314) 249-3753	anne.johnson@therowhouse.com	05/10/18	3	$ 125,000	0	10/12/18	3
											04/12/19	
											10/12/1	

											9	
2	Dallas	TX	Puga	Ruben/Nishani	(214) 455-3277	ruben.puga@therowhouse.com nishani.puga@therowhouse.com	06/04/18	3	$ 125,000	0	12/04/18	3
											06/04/19	
											10/05/19	
3	East Bay	CA	Yang	Henry	(925) 247-4533	yang_henry@yahoo.com	05/31/18	3	$ 125,000	0	11/30/18	3
											05/31/19	
											11/30/19	
4	Boston	MA	O'Malley	Gyee/Bob	(817) 368-3484	gyee.omalley@therowhouse.com bob.omalley@therowhouse.com	06/11/18	3	$ 125,000	0	12/11/18	3
											06/11/19	
											12/11/19	
5	San Francisco	CA	Kfouri	Emile	(781) 864-9728	emile.kfouri@therowhouse.com	06/14/18	6	$ 210,000	0	11/14/18	6
											04/14/19	
											09/14/19	
											02/14/20	
											07/14/20	
											01/14/20	

Stretch Lab

Area Development Agreement (ADA Summary) - excluding terminations

As of: 06/19/18

	Area Name	State	Last Name	First Name	Franchisee Email	ADA Date	Total # Studios in ADA	Development Fee	# Studios Open (PreSale)	# Add'l Studios to be Opened
1	New Jersey	NJ	Weaving	Dave	David.Weaving@stretchlab.com	04/19/18	3	$125,000	0	3
2	Los Angeles; Seattle	CA/WA	Elton	Byron	Byron.Elton@stretchlab.com	04/16/18	6	$210,000	0	6
3	Austin	TX	Stanley	Jerry & Rachel	Jerry.Stanley@stretchlab.com	04/16/18	3	$125,000	0	3
4	Los Gatos, CA	CA	Kemp	John	John.Kemp@stretchlab.com	05/11/18	3	$125,000	0	3
5	Del Mar, CA	CA	Cohen	Angie	Angie.Cohen@stretchlab.com	06/09/18	3	$125,000	0	3

Franchise Agreements in Effect Summary - excluding terminations

As of: 06/19/18

	Studio Name	State	Last Name	First Name	City	State	Franchisee Email	Royalty Rate	MFC Rate	Min. Royalty	Required Minimum	Individual Territory FA Date
1	StretchLab New Jersey (Weaving)	NJ	Weaving	Dave		NJ	David.Weaving@stretchlab.com	7%	2%			
2	StretchLab Westwood (Elton)	CA	Elton	Byron	Westwood	CA	Byron.Elton@stretchlab.com	7%	2%			
3	StretchLab Austin (Stanley)	TX	Stanley	Jerry & Rachel	Austin	TX	Jerry.Stanley@stretchlab.com	7%	2%			
4	StretchLab Los Gatos (Kemp)	CA	Kemp	John	Los Gatos	CA	John.Kemp@stretchlab.com	7%	2%			

5	StretchLab Del Mar (Cohen)	CA	Cohen	Angie	Del Mar	CA	Angie.Cohen@stretchlab.com	7%	2 %			
6	StretchLAB Los Angeles (Coronel)	CA	Coronel	Alexys & Oscar	Los Angeles	CA	Oscar.Coronel@stretchlab.com	7%	2 %			
7	StretchLab Eagle (Ely)	ID	Ely	Suzanne	Eagle	ID	Suzanne.Ely@stretchlab.com	7%	2 %			

Pursuant to the terms of the Purchase Agreement and the License Arrangement, the Licensee has the right to open two (2) additional "AKT Studios" (the "Area Development Arrangement"). The Area Development Arrangement is the only Area Development or analogous agreement of Licensor. The following information required to be disclosed pursuant to Schedule 9.27(p) is applicable to the License Arrangement

Subsection	Information Requested	Disclosure
(i)	Franchisee contact info	AKT inMotion, Inc. c/o AKT Fitness LLC 244 84th Street New York, New York 10028 Attention: Anna Kaiser a@aktinmotion.com
(ii)	Geographic Area	N/A
(iii)	Number of existing studios	Four (4)
(iv)	Development Schedule	N/A
(v)	Compliance Status	N/A
(vi)	Initial Fee	$0
(vii)	Effective Date	March 21, 2018
(viii)	Modifications or Waivers	N/A
(ix)	Third Party Franchisees	N/A

Pursuant to the terms of the Stretch Lab Purchase Agreement and the Stretch Lab License Arrangement, the Stretch Lab Licensee has the right to open two (2) additional "Stretch Lab Studios" (the "Stretch Lab Area Development Arrangement"). The Stretch Lab Area Development Arrangement is the only Area Development or analogous agreement of Stretch Lab Licensor. The following information required to be disclosed pursuant to Schedule 9.27(p) is applicable to the Stretch Lab License Arrangement

Subsection	Information Requested	Disclosure
(i)	Franchisee contact info	Stretch Lab, LLC 512 Rose Ave,

		Venice, CA 90291 (310) 450-2510 Attention: Saul J. Janson
(ii)	Geographic Area	N/A
(iii)	Number of existing studios	Three (3)
(iv)	Development Schedule	N/A
(v)	Compliance Status	N/A
(vi)	Initial Fee	$0
(vii)	Effective Date	November 15, 2017
(viii)	Modifications or Waivers	N/A
(ix)	Third Party Franchisees	N/A

Pursuant to the terms of the Yoga Six Purchase Agreement and the Yoga Six License Arrangement, the Yoga Six Licensee has the right to open up to seven (7) additional "Yoga Six Studios" (the "Additional Studios") and the option to have certain studios of the Seller Subsidiaries (the "Rebranded Studios") enter the "Yoga Six" Franchise System upon satisfying certain conditions set forth in the Yoga Six Purchase Agreement (the "Yoga Six Area Development Arrangement"). The Yoga Six Area Development Arrangement is the only Area Development or analogous agreement of the Yoga Six Licensor. The following information required to be disclosed pursuant to Schedule 9.27(p) is applicable to the License Arrangement.

Subsection	Information Requested	Disclosure
(i)	Franchisee contact info	Yoga 6 Company, LLC 512 Via De La Valle Solana Beach, CA 92075 Attention: Peter Barbaresi Email: pbarbaresi@yogasix.com
(ii)	Geographic Area	Additional Studios ● The St. Louis Metropolitan Area, including without limitation Chesterfield, Creve Coeur, St. Charles, and/or the

		Central West End ● The Chicago Metropolitan Area, including without limitation Evanston ● The San Diego Metropolitan Area, including without limitation downtown San Diego, North Carlsbad, La Jolla and San Marcos <u>Rebranded Studios</u> ● 1150 N. State St., Chicago, IL 60610 ● 2105 N Southport Ave Suite 200, Chicago, IL 60614 ● 1136 S Delano Ct Suite E-204, Chicago, IL 60605 ● 1600 W Lane Ave, Upper Arlington, OH 43221
(iii)	Number of existing studios	Seven (7)
(iv)	Development Schedule	<u>Additional Studios</u> Twenty-one (21) months to open five (5) Additional Studios and then an additional six (6) months to open an additional two (2) Additional Studios. <u>Rebranded Studios</u> Within ninety (90) days of any Rebranded Studio having net sales at or above the average net sales of the studios in the Yoga Six franchise system.
(v)	Compliance Status	N/A
(vi)	Initial Fee	$0

(vii)	Effective Date	July 26, 2018
(viii)	Modifications or Waivers	N/A
(ix)	Third Party Franchisees	N/A

Schedule 9.29
Bank Accounts

Entity Name	Bank	Account Number	Account Type
Club Pilates Franchise, LLC	Citizens Business Bank Checking	591001167	Checking
	Citizens Business Bank Marketing Fund	591001906	Marketing Fund
Pilates Licensing, LLC	Citizens Business Bank Checking	591001965	Checking
St. Gregory Development Group, LLC	First Financial	5312532897	Checking
	First Financial	5312532905	Checking
J3T Logistics, LLC	First Financial	5312628398	Checking
	First Financial	5312628406	Checking
Coworking Cincinnati, LLC	First Financial	5312566887	Checking
LB Hyde Park, LLC	First Financial	5312627978	Checking
CycleBar Franchising LLC	First Financial	5312566911	Checking
	First Financial	5312566895	Checking
	First Financial	5312566929	Checking
	First Financial	5312566994	Checking
	First Financial	5312567000	Checking
	First Financial	5312566937	Checking
	Citizens Business Bank	591002791	Checking
	Citizens Business Bank	591002805	Checking
	Citizens Business Bank	591002813	Checking
CB IP LLC	First Financial	5312566879	Checking
CycleBar International Inc.	First Financial	5312628349	Checking
CycleBar Worldwide Inc.	First Financial	5312628356	Checking
CycleBar Canada Franchising, ULC			
AKT Franchise, LLC	Citizens Business Bank	591003194	Checking
	Citizens Business Bank	591003968	
	Citizens Business Bank	591003798	
Row House Franchise, LLC	Citizens Business Bank	591002732	Checking
	Citizens Business Bank	591002988	
	Citizens Business Bank	591003216	
Stretch Lab	Citizens Business Bank	591002589	Checking

Franchise, LLC	Citizens Business Bank	591002996	
	Citizens Business Bank	591003224	
Row House Tustin, LLC	Citizens Business Bank	591003216	Checking
Yoga Six Studio, LLC	Citizens Business Bank	122234149	Checking
Xponential Fitness LLC	Citizens Business Bank	591002503	Checking
H&W Franchise Holdings, LLC	Citizens Business Bank	591002481	Checking
PB Franchising LLC	First National Bank	0054987255	Checking
PB Product LLC	First National Bank	0054988951	Checking
Pure Barre LLC	First National Bank	0054992577	Checking
PB Opco LLC	Bank of America	223015325719	Checking
PB Opco LLC	Bank of America	223015327474	Checking
Barre Midco LLC	Silicon Valley Bank	3302225058	Checking
Yoga Six Franchise, LLC	Citizens Business Bank	591003801 591003941	Checking

Schedule 9.30
Material Contracts

1. Management Services Agreement, dated as of September 29, 2017, by and among H&W Franchise Holdings LLC and TPG Growth III Management, LLC, as assigned to H&W Investco Management LLC pursuant to that certain Assignment, Assumption, Waiver and Release Agreement dated as of the date hereof.
2. Premium Finance Agreement, dated May 10, 2017, by and between St. Gregory Development Group LLC and IPFS Corporation.
3. Shred Chicago Services Agreement, effective June 16, 2017, by and between Shred415 Franchising, LLC, and Shred415 Chicago, LLC.
4. 1410 Enterprises Services Agreement, dated August, 11, 2016, by and between Fueled Collective Franchising, LLC, and 1410 Enterprises, LLC.
5. Services Agreement, dated May 11, 2016, by and between Fueled Collective Franchising, LLC and Fueled Coworking New York LLC.
6. The following Independent Contractor Agreements:
    a. Independent Contractor Agreement, effective November 7, 2011, by and between St. Gregory Development Group, LLC, and InXpress , LLC.
    b. Independent Contractor Agreement, effective January 7, 2014, by and between St. Gregory Development Group, LLC, and PSP Franchising, LLC.
    c. Independent Contractor Agreement, effective April 1, 2016, by and between St. Gregory Development Group, LLC, and Bishops Franchising, LLC.
    d. Independent Contractor Agreement, effective February 1, 2014, by and between St. Gregory Development Group, LLC, and Medi-Weightloss Franchising USA, LLC.
    e. Independent Contractor Agreement, effective June 28, 2017, by and between St. Gregory Development Group, LLC, and APEX FUN RUN, LLC.
7. Master Vendor Agreement, effective March 15, 2017, by and between the Club Pilates Franchising, LLC and CLUBREADY, LLC and First Amendment to Master Vendor Agreement and Terms of Service, dated April 27, 2017.
8. Pilates System Multi-Unit License Agreement, dated April 3, 2017, by and among Pilates Licensing and both Fitness International, LLC and Fitness Sport & Sports Club, LLC.
9. Shopping Center Lease dated February 13, 2018 between Row House Tustin, LLC and 2C Tustin Legacy, LLC.
10. Lease dated May 31, 2018 between Stretch Lab Franchise, LLC and Laguna Heights Marketplace, LLC.
11. The Yoga Six Purchase Agreement.

Schedule 9.33
Legal Names; Etc.

Legal Name	**Jurisdiction**	**Organizational Identification Number**	**Additional Place(s) of Business**	**Chief Executive Office**	**Federal Employer Identification Number**
H&W Franchise Holdings LLC	Delaware	6525263	N/A	17877 Von Karman Avenue, Irvine, CA 92614	82-2858652
H&W Franchise Intermediate Holdings LLC	Delaware	6552716	N/A	17877 Von Karman Avenue, Irvine, CA 92614	Pending
Xponential Fitness LLC	Delaware	6508612	N/A	17877 Von Karman Avenue, Irvine, CA 92614	82-2858491
St. Gregory Holdco, LLC	Delaware	6528538	N/A	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	82-2804962
Club Pilates Franchise, LLC	Delaware	5706045	3001 Red Hill Avenue, Building 1, Suite 103, Costa Mesa, California 92626 2270 Northwest Parkway #120, Marietta, GA	17877 Von Karman Avenue, Irvine, CA 92614	47-3380223

CycleBar Holdco, LLC	Delaware	6527735	N/A	17877 Von Karman Avenue, Irvine, CA 92614	82-2735288
Pilates Licensing, LLC	Delaware	6263407	N/A	17877 Von Karman Avenue, Irvine, CA 92614	81-4810568
CycleBar Franchising, LLC	Ohio	2283131	N/A	17877 Von Karman Avenue, Irvine, CA 92614	46-5766610
CB IP, LLC	Ohio	2330484	N/A	17877 Von Karman Avenue, Irvine, CA 92614	47-4472604
CycleBar Worldwide Inc.	Ohio	2414068	N/A	17877 Von Karman Avenue, Irvine, CA 92614	47-5253532
CycleBar International Inc.	Ohio	3867891	N/A	17877 Von Karman Avenue, Irvine, CA 92614	81-1528129
Shred415 Cincinnati, LLC	Ohio	4037972	N/A	2105 N. Southport Ave., Unit 203, Chicago, Illinois 60614	82-2841035
FC JV, LLC	Ohio	3909163	N/A	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	81-2847806
St. Gregory	Ohio	1948312	N/A	Rookwood	27-2405259

Development Group, LLC				Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	
Shred415 Franchising, LLC	Delaware	6438539	N/A	2105 N. Southport Ave., Unit 203, Chicago, Illinois 60614	82-1933928
Shred415 Franchising IP, LLC	Delaware	6438545	N/A	2105 N. Southport Ave., Unit 203, Chicago, Illinois 60614	82-2841035
Fueled Collective Franchising, LLC	Ohio	3902590	N/A	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	81-2797254
Fueled Collective IP, LLC	Ohio	3902591	N/A	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	81-2797600
FF&E Procurement Company of America, LLC	Ohio	3971438	N/A	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	82-2841504
J3T	Ohio	2179795	N/A	Rookwood	47-3452324

Logistics, LLC				Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	
REMOP Services, LLC	Ohio	3971454	N/A	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	82-2768616
LB Hyde Park, LLC	Ohio	3840122	Rookwood Exchange, 3825 Edwards Rd #102a, Cincinnati, OH 45209	Rookwood Exchange, 3825 Edwards Rd #102a, Cincinnati, OH 45209	81-1000488
Coworking Cincinnati, LLC	Ohio	3848657	Rookwood Exchange, 3825 Edwards Rd #103 and 2nd Floor, Cincinnati, OH 45209	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	81-1093996
Modular Office Company of America, LLC	Ohio	3971455	N/A	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	82-2841963
LB Franchising, LLC	Ohio	2444268	N/A	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati,	47-5535865

				Ohio 45209	
LB IP, LLC	Ohio	2444266	N/A	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	47-5536032
LB Product, LLC	Ohio	3939030	N/A	Rookwood Exchange, Norwood, Ohio, 3825 Edwards Road, #103, Cincinnati, Ohio 45209	82-2841206
CycleBar Canada Franchising, ULC	Canada	None; British Columbia Incorporation No.: BC1046097	N/A	17877 Von Karman Avenue, Irvine, CA 92614	81020 5328
AKT Franchise, LLC	Delaware	6784863	N/A	17877 Von Karman Avenue, Irvine, CA 92614	35-2620635
Row House Franchise, LLC	Delaware	6645634	N/A	17877 Von Karman Avenue, Irvine, CA 92614	82-3600175
Stretch Lab Franchise, LLC	Delaware	6566497	N/A	17877 Von Karman Avenue, Irvine, CA 92614	82-2895286
Row House Tustin, LLC	Delaware	6721459	15020 Kensington Park Drive Suite J100, Tustin, CA 92870	17877 Von Karman Avenue, Irvine, CA 92614	N/A – never obtained one
Yoga Six Franchise, LLC	Delaware	6964504	17877 Von Karman Avenue,	17877 Von Karman Avenue,	Pending

			Irvine, CA 92614	Irvine, CA 92614	
Experience Brand Development, LLC	Delaware	6885148	N/A	3825 Edwards Rd, Ste 103 Cincinnati, OH 45209	Pending
EBD RH, LLC	Delaware	6885151	N/A	3825 Edwards Rd, Ste 103 Cincinnati, OH 45209	Pending
EBD SL, LLC	Delaware	6885152	N/A	3825 Edwards Rd, Ste 103 Cincinnati, OH 45209	Pending
EBD CP, LLC	Delaware	6885150	N/A	3825 Edwards Rd, Ste 103 Cincinnati, OH 45209	Pending
EBD CB, LLC	Delaware	6885149	N/A	3825 Edwards Rd, Ste 103 Cincinnati, OH 45209	Pending
EBD FC, LLC	Delaware	6885153	N/A	3825 Edwards Rd, Ste 103 Cincinnati, OH 45209	Pending
EBD AKT, LLC	Delaware	6990684	N/A	3825 Edwards Rd, Ste 103 Cincinnati, OH 45209	Pending
EBD YS, LLC	Delaware	7006940	N/A	3825 Edwards Rd, Ste 103 Cincinnati, OH 45209	Pending
PB 1001, LLC	Delaware	5328934	N/A	100 Dunbar Street, Suite 301	Pending

				Spartanburg, SC 29306	
PB 1002, LLC	Delaware	5328999	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB 1005, LLC	Delaware	5329008	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB 1006, LLC	Delaware	5330032	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB 1007, LLC	Delaware	5334259	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB 1012, LLC	Delaware	5340461	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB 1016, LLC	Delaware	5341910	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB 1018, LLC	Delaware	5342417	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB 1020, LLC	Delaware	5346465	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB 1021, LLC	Delaware	5346467	N/A	100 Dunbar Street, Suite 301 Spartanburg,	Pending

				SC 29306	
PB 1029, LLC	Delaware	5363540	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB 1035, LLC	Delaware	5382387	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB 1042, LLC	Delaware	5434205	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB Franchising, LLC	Delaware	5215896	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB OPCO, LLC	Delaware	5319138	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PB Product, LLC	Delaware	5215897	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
PBH 1001, LLC	Delaware	5585898	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending
Pure Barre, LLC (f/k/a PB Holdco, LLC)	Delaware	5215891	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	46-1047399
Barre Midco, LLC	Delaware	5722438	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	47-3618546

STG Brand Ambassador Franchising, LLC	Ohio	4227317	N/A	3825 Edwards Rd, Ste 103 Cincinnati, OH 45209	Pending
Yoga Six Studio, LLC	Delaware	7063817	N/A	17877 Von Karman Avenue, Irvine, CA 92614	Pending
AKT Studio, LLC	Delaware	7063816	N/A	17877 Von Karman Avenue, Irvine, CA 92614	Pending
Barre Holdco, LLC	Delaware	5722428	N/A	100 Dunbar Street, Suite 301 Spartanburg, SC 29306	Pending

Schedule 10.11
Post-Closing Obligations

Pure Barre

1. On or before the 20th day after the Closing Date (or such later date as Administrative Agent may agree in writing), Borrower shall deliver to Administrative Agent the lender's loss payable and additional insured endorsements in favor of Administrative Agent related to the certificates of insurance required by Section 10.3(b) of the Agreement, in each case in form and substance reasonably satisfactory to Administrative Agent.

2. On or before the 90th day after the Closing Date (or such later date as Administrative Agent may agree in writing), Borrower shall provide Administrative Agent with evidence in form and substance reasonably satisfactory to Administrative Agent that Borrower has caused the registration of each copyright and trademark of the Borrower with the United States Patent and Trademark Office, the United States Copyright Office, and the Canadian Intellectual Property Office, as applicable, to reflect "Pure Barre, LLC" as the owner of each such copyright and trademark.

3. On or before the 60th day after the Closing Date (or such later date as Administrative Agent may agree in writing), the Loan Parties shall deliver duly executed control agreements with respect to each deposit account of the Loan Parties, including without limitation with respect to Pure Barre, other than Excluded Deposit Accounts, including without limitation account #591002805 at Citizens Business Bank, account #591003194 at Citizens Business Bank, account #122234149 at Citizens Business Bank and account #591002481 at Citizens Business Bank.

4. On or before the 60th day after the Closing Date (or such later date as Administrative Agent may agree in writing), the Loan Parties shall use commercially reasonable efforts to deliver to Administrative Agent all executed Collateral Access Agreements required to be delivered pursuant to Section 5.9 of the Guaranty and Collateral Agreement, including without limitation with respect to 3186 Pullman Streeet, Costa Mesa, CA 92626 and including without limitation with respect to Pure Barre.

5. On or before the 10th Business Day after the Closing Date (or such later date as Administrative Agent may agree in writing), the Loan Parties shall deliver a duly executed lease agreement with respect to 3186 Pullman Street, Costa Mesa, CA 92626.

Schedule 11.1
Existing Debt

1. Corporate Guaranty made by St. Gregory Development Group, LLC, dated May 17, 2017, for that certain Lease Agreement dated May 15, 2017 (Lease No 40267517) by and between Cycle Bar Hyde Park, LLC and United Leasing, Inc.
2. Corporate Guaranty made by St. Gregory Development Group, LLC, dated December 20, 2016, for that certain Lease Agreement dated December 22, 2016 (Lease No 40251291) by and between Cycle Seven Ventures Kenwood, LLC and Western Equipment Finance, Inc.
3. Corporate Guaranty made by St. Gregory Development Group, LLC, dated June 2, 2014, for that certain Sublease Agreement, dated June 2, 2014 by and between Rookwood Hot Yoga, LLC and Cycle Bar Hyde Park, LLC and CLP-SPF Rookwood Commons, LLC.
4. Corporate Co-Guaranty made by St. Gregory Development Group, LLC, dated January 25, 2016, for that certain Lease Agreement dated February 1, 2016 by and between Cycle Seven Ventures Kenwood, LLC and Kenwood Collection Retail LLC.

Schedule 11.2
Existing Liens

None.

Schedule 11.11
Investments

1. Schedule 9.8 is incorporated herein by reference.
2. Franchisee Loan by Club Pilates Franchise, LLC, as lender, to Pallatroni Ventures Inc., as debtor, dated as of September 5, 2017, with an outstanding principal balance of $187,810.37.
3. Secured Promissory Note dated December 8, 2017 in the principal amount of $1,500,000 between Row House Franchise, LLC as lender and Row House Holdings, Inc., EVF RH Staffing, Inc., EVF Row House Inc., and Row House CC, LLC as borrowers.

Schedule 12.1

Debt to be Repaid

Credit Agreement dated as of June 11, 2015 by and among Pure Barre LLC, the other loan parties thereto, the various financial institutions parties thereto, and Monroe Capital Managmenet Advisors, LLC, as administrative agent

EXHIBIT A

AMENDED AND RESTATED [REVOLVING] [TERM] NOTE

$_____ _____,_____
Chicago, Illinois

The undersigned, for value received, jointly and severally, promise to pay to _____ (the "Lender") and its permitted assigns at the principal office of Monroe Capital Management Advisors, LLC (the "Administrative Agent") in Chicago, Illinois the principal amount of _____ ($_____), or if less, the unpaid principal amount of all [Revolving] [Term] Loans made to the undersigned by the Lender pursuant to the Credit Agreement referred to below (as shown on the schedule attached hereto (and any continuation thereof) or in the records of the Lender), such principal amount to be payable in the amounts and on the dates set forth in the Credit Agreement.

The undersigned further, jointly and severally, promise to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such Loan is paid in full, payable at the rate(s) and at the time(s) set forth in the Credit Agreement. Payments of both principal and interest are to be made in lawful money of the United States of America.

This Amended and Restated Note evidences indebtedness incurred under, and is subject to the terms and provisions of, the Second Amended and Restated Credit Agreement, dated as of October 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms not otherwise defined herein are used herein as defined in the Credit Agreement), among Xponential Fitness LLC, a Delaware limited liability company, St. Gregory Holdco, LLC, a Delaware limited liability company, any Person from time to time joined thereto as a borrower party in accordance with the terms thereof, the other Loan Parties party thereto, the financial institutions (including the Lender) that are or may from time to time become parties thereto and the Administrative Agent, to which Credit Agreement reference is hereby made for a statement of the terms and provisions under which this Amended and Restated Note may or must be paid prior to its due date or its due date accelerated.

This Amended and Restated Note is made and given in replacement of, and as an amendment and restatement of any Notes issued by the undersigned Borrowers to the Lender in connection with that certain Credit Agreement, dated as of September 29, 2017, among Xponential Fitness LLC and St. Gregory Holdco, LLC, as borrowers, the other loan parties party thereto, the financial institutions that are party thereto and Monroe Capital Management Advisors, LLC, as administrative agent, as amended, restated, supplemented or otherwise modified, and is not intended to be a novation.

This Amended and Restated Note is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of law principles.

[Signature Page Follows]

BORROWERS:

XPONENTIAL FITNESS LLC

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

ST. GREGORY HOLDCO, LLC

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

EXHIBIT B

FORM OF COMPLIANCE CERTIFICATE[1]

To: Monroe Capital Management Advisors, LLC, as Administrative Agent

Please refer to the Second Amended and Restated Credit Agreement dated as of October 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Xponential Fitness LLC, a Delaware limited liability company, St. Gregory Holdco, LLC, a Delaware limited liability company, any Person from time to time joined thereto as a borrower party in accordance with the terms thereof, the other Loan Parties party thereto, the financial institutions that are or may from time to time become parties thereto and Monroe Capital Management Advisors, LLC, as Administrative Agent. Terms used but not otherwise defined herein are used herein as defined in the Credit Agreement.

I. Reports. Enclosed herewith is a copy of the **[annual audited/quarterly]** report of Borrower as at _____, ____ (the "Computation Date"), **[certified without adverse reference to going concern qualification by independent auditors of recognized standing selected by Borrower and reasonably acceptable to Administrative Agent (except to the extent such qualification is due to the scheduled maturity date of any Debt)]**[2] and prepared in accordance with GAAP consistently applied.

II. Financial Tests. Borrower Representative hereby certifies and warrants to you that the following is a true and correct computation as at the Computation Date of the following ratios and/or financial restrictions and/or financial calculations contained in the Credit Agreement:

A.	**Section 11.14.1 - Minimum Fixed Charge Coverage Ratio**		
	1.	EBITDA (without giving effect to the final sentence thereof in the Credit Agreement) (from Item C(4) below)	$_____
	2.	Income taxes paid or payable in cash by the Loan Parties and their Subsidiaries (including without duplication Tax Distributions)	$_____
	3.	All Capital Expenditures made by the by the Loan Parties and their Subsidiaries not financed with (x) the proceeds Debt (other than Revolving Loans) or (y) Capital Securities	$_____
	4.	Sum of (2) and (3)	$_____

[1] This certificate is for convenience only and, to the extent of any conflict between the terms of this certificate and the terms of the Credit Agreement, the Credit Agreement shall control.

[2] Bracketed language only with respect to annual financial reports.

	5.	Remainder of (1) minus (4)	$_____
	6.	Cash Interest Expense	$_____
	7.	Scheduled payments (other than payments scheduled to be made on the applicable maturity date) of principal of Funded Debt (including the Term Loans and Permitted Seller Debt but excluding the Revolving Loans and Permitted Earn-Outs)	$_____
	8.	Management fees paid in cash to Sponsor	$_____
	9.	Sum of (6), (7) and (8)	$_____
	10.	Ratio of (5) to (9)	_____to 1
	11.	Minimum Required	[1.20 to 1.00]
B.	**Section 11.14.2 - Maximum Total Debt to EBITDA Ratio**		
	1.	Total Debt	$_____
	2.	Qualified Cash	$_____
	3.	Remainder of (1) minus (2)	$_____
	4.	EBITDA (from Item C(4) below)	$_____
	5.	Ratio of (3) to (4)	_____to 1
	6.	Maximum allowed	_____to 1
C.	**EBITDA Computation[3]**		
	1.	Consolidated Net Income	$_____
	2.	Plus:[4]	

[3] increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of FASB Accounting Standards Codification 460, Guarantees

[4] The amount added to EBITDA pursuant to Section 1.3(c), clauses (c), (f) (other than pursuant to clause (f)(1)(A)), (g) and (m) may in the aggregate not exceed (i) 45% of EBITDA of Holdings and its Subsidiaries for any period ending on or prior to September 30, 2018, (ii) 40% of EBITDA of Holdings and its Subsidiaries for any period ending after September 30, 2018 but on or prior to December 31, 2018, (iii) 40% of EBITDA of Holdings and its Subsidiaries for any period ending after December 31, 2018 but on or prior to March 31, 2019 and (iv) 20% of EBITDA of Holdings and its Subsidiaries for any period ending thereafter

		(a) any provision for (or less any benefit, including income tax credits and refunds, from) income taxes (including franchise, gross receipts and single business taxes imposed in lieu of income taxes)	$ _____
		(b) Consolidated Depreciation and Amortization Expense	$ _____ -
		(c) the amount of any documented and clearly identifiable restructuring charges[5]	$ _____ -
		(d) any other non-cash charges or adjustments, including (i) any write offs or write downs reducing Consolidated Net Income for such period, (ii) equity-based awards compensation expense and expenses related to or associated with deferred compensation programs, (iii) losses on sales, disposals or abandonment of, or any impairment charges or asset write-down or write-off related to, intangible assets, long-lived assets, inventory and investments in debt and equity securities, (iv) all losses from investments recorded using the equity method, (v) charges for facilities closed prior to the applicable lease expiration, and (vi) non-cash expenses in connection with new studio or other facility openings and closings	$_____
		(e) the amount of (i) board of directors fees not to exceed $500,000 in the aggregate for such period and (ii) any management, monitoring, consulting and advisory fees (including termination and transaction fees) and related indemnities and expenses paid or accrued in such period under the Management Agreement	$_____
		(f) (1) all fees, costs, charges or expenses in connection with acquisitions and Investments (including	$_____

[5] provided that the amounts added to EBITDA pursuant to this clause (c) shall not exceed 25% of EBITDA for the period ending after September 30, 2018 but on or prior to December 31, 2019 (provided that no more than 15% of such amount is derived from Pure Barre and no more than 10% of such amount is derived from Loan Parties other than Pure Barre) and 5% of EBITDA for any period ending after December 31, 2019; and provided further, that amounts added to EBITDA pursuant to this clause (c) when aggregated with amounts added to EBITDA pursuant to clause (f) (other than pursuant to clause (f)(1)), clause (f) and Section 1.3(c) of the Credit Agreement shall not exceed (i) 40% of EBITDA for any period ending after December 31, 2018 but on or prior to March 31, 2019, (ii) 35% of EBITDA for any period ending after March 31, 2019 but on or prior to June 30, 2019, (iii) 30% of EBITDA for any period ending after June 30, 2019 but on or prior to September 30, 2019, (iv) 25% of EBITDA for any period ending after September 30, 2019 but on or prior to December 31, 2019 and (iv) 10% of EBITDA for any period ending thereafter.

		Permitted Acquisitions), including without limitation, consulting fees paid in connection with the Closing Date Acquisition, whether or not such acquisitions are consummated; provided, (A) with respect to acquisitions and Investments (other than the Closing Date Acquisition) that are consummated after the Closing Date, such fees, costs, charges or expenses (a) are incurred within 120 days following the consummation of such acquisition or Investment and (b) shall not exceed (i) $4,000,000 in the aggregate in any period ending on or prior to December 31, 2019 and (ii) $1,500,000 for any period ending after December 31, 2019, and (B) with respect to acquisitions and Investments which are not consummated, the aggregate amount of such fees, costs, charges or expenses added back shall not exceed (x) $1,275,000 in the aggregate for such period with respect to any period ending on or prior to March 31, 2019 and (y) $680,000 in the aggregate for such period with respect to any period ending after March 31, 2019 and (2) the amount of extraordinary, nonrecurring or unusual losses (including all fees and expenses relating thereto), charges or expenses, integration costs, transition costs, pre-opening, opening, consolidation and closing costs for facilities or studios, costs and operating expenses incurred in connection with any strategic initiatives or attributable to the implementation of cost saving initiatives, costs or accruals or reserves incurred in connection with acquisitions (including the Related Transactions and Permitted Acquisitions, and whether or not such acquisitions are consummated) whether on, after or prior to the Closing Date, other business optimization expenses (including costs and expenses relating to business optimization programs and new systems design and implementation costs), severance costs and expenses, one-time compensation charges, retention or completion bonuses, executive recruiting costs, consulting fees, restructuring costs and reserves, and curtailments or modifications to pension and postretirement employee benefit plans; [6]	

[6] provided, that the amounts added to EBITDA pursuant to clause (f)(2) shall not exceed 20% of EBITDA for such period; and provided further, that amounts added to EBITDA pursuant to this clause (f) (other than clause

		(g) (1) the amount of "run-rate" cost savings, cost synergies and operating expense reductions related to restructurings, cost savings initiatives or other initiatives that are projected by the Borrower in good faith to result from Permitted Acquisitions and Investments permitted by Section 11.11 of the Credit Agreement (1) with respect to which substantial steps have been taken, in each case, during the 15 month period following such Permitted Acquisition or Investment and (2) with respect to which substantial steps are expected to be taken (in the good faith determination of the Borrower) on or before June 30, 2019 in an amount not to exceed $900,000 in any such period (provided that in each case, such cost savings, cost synergies or operating expense reductions shall be certified by management of the Borrower and calculated on a pro forma basis as though such cost savings, cost synergies or operating expense reductions had been realized on the first day of such period), net of the amount of actual benefits realized from such actions during such period (it is understood and agreed that "run-rate" means the full recurring benefit that is associated with any action taken or with respect to which substantial steps have been taken) (which adjustments shall exclude the annualization of any studio royalties and may be incremental to (but not duplicative of) pro forma cost savings, cost synergies or operating expense reduction adjustments made pursuant to Section 1.3(c) of the Credit Agreement); provided that such cost savings, cost synergies and operating expenses are (i) reasonably identifiable and factually supportable and (ii) shall not exceed $2,500,000 with respect to Pure Barre and $1,000,000 with respect to all other brands (excluding amounts associated with brands related to the Original Related Transactions in an amount not to exceed $1,250,000); [7]	$_____

(f)(1)) when aggregated with amounts added to EBITDA pursuant to Section 1.3(c) of the Credit Agreement, clause (c) and clause (g) shall not exceed (i) 20% of EBITDA for any period ending after June 30, 2018 but on or prior to September 30, 2018, (ii) 15% of EBITDA for any period ending after September 30, 2018 but on or prior to December 31, 2018, (iii) 15% of EBITDA for any period ending after December 31, 2018 but on or prior to March 31, 2019 and (iv) 10% of EBITDA for any period ending thereafter

[7] provided further that the amounts added to EBITDA pursuant to this clause (g) shall not exceed 20% of EBITDA for such period; and provided further, that amounts added to EBITDA pursuant to this clause (g) when aggregated with amounts added to EBITDA pursuant to clause (c) and clause (f) (other than pursuant to clause (f)(1)) shall not exceed (i) 40% of EBITDA for any period ending after December 31, 2018 but on or prior to March

		(h) any non-cash costs or expense incurred by Holdings or a Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement	$_____
		(i) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of EBITDA pursuant to Item (C)(3) below for any previous period and not added back	$_____
		(j) Interest Expense for such period	$_____
		(k) to the extent covered by insurance and actually reimbursed in cash, expenses with respect to liability or casualty events	$_____
		(l) any proceeds of a business interruption insurance claim actually received in cash and solely to the extent replacing lost profits	$_____
		(m) any losses or start-up costs or expenses (excluding marketing costs and expenses funded or reasonably and in good faith expected to be funded with amounts contributed by franchisees in to marketing funds) incurred and reducing Consolidated Net Income for such period; provided that with respect to any test period, such amounts (A) be solely and directly attributable to any brand acquired by Borrower or any other Loan Party during the trailing twelve month period following the acquisition of such brand, (B) shall not exceed an amount equal to (i) $1,000,000 with respect to any brand in any period, (ii) $5,000,000, in the aggregate for all brands in any period ending on or prior to June 30, 2019, (iii) $2,500,000 in the aggregate for all brands in any period ending after June 30, 2019 but on or prior to December 31, 2019, (iv) $1,500,000 in the aggregate for any period ending after December 31, 2019 but on or prior to March 31, 2020, (v) $1,000,000 in the	$_____

31, 2019, (ii) 35% of EBITDA for any period ending after March 31, 2019 but on or prior to June 30, 2019, (iii) 30% of EBITDA for any period ending after June 30, 2019 but on or prior to September 30, 2019, (iv) 25% of EBITDA for any period ending after September 30, 2019 but on or prior to December 31, 2019 and (iv) 10% of EBITDA for any period ending thereafter

		aggregate for any period ending after March 31, 2020 but on or prior to June 30, 2020 and (vi) $0 in the aggregate for an period ending after June 30, 2020 and (C) be supported by documentation to the satisfaction of the Administrative Agent	
		(n) solely with respect to the testing of financial covenants all reasonable and documented fees or expenses incurred or paid by Holdings, Borrower or any Subsidiary in connection with the consummation of the Original Related Transactions, including payments to officers, employees and directors as change of control payments, severance payments and charges for repurchase or rollover of, or modifications to, stock options, provided that such fees or expenses shall not (together with all adjustments pursuant to clause (xiii)) exceed $3,955,000 in the aggregate and shall be incurred within 180 days of the Closing Date	
		(o) all reasonable and documented fees, costs, charges or expenses incurred or paid by Holdings, Borrower or any Subsidiary in connection with the consummation of the Closing Date Acquisition, including payments to officers, employees and directors as change of control payments, severance payments and charges for repurchase or rollover of, or modifications to, stock options; provided that such fees, costs, charges or expenses shall not exceed $5,000,000 in the aggregate and shall be incurred within 180 days of the Closing Date	
		(p) to the extent funded with proceeds of Incremental Loans and deducted from Consolidated Net Income, up to $10,000,000 invested by the Borrowers on or prior to December 31, 2019 in franchisees in exchange for longer contract terms from such franchisees	
	3.	Minus:	
		(a) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced EBITDA in any prior period	$_____

		(b) any non-cash gains with respect to cash actually received in a prior period unless such cash did not increase EBITDA in such prior period	$_____
		(c) extraordinary gains and unusual or non-recurring gains (less all fees and expenses relating thereto)	$_____
		(d) in each case to the extent included in determining such Consolidated Net Income for such period and without duplication, the amount of positive EBITDA of Subsidiaries that have not guaranteed the Obligations hereunder and provided Liens on their assets securing the Obligations for such period	$_____
	4.	Total (EBITDA)[8]	$_____
D.	**Section 6.2.2(a)(iv) – Excess Cash Flow[9]**		
	1.	EBITDA (from Item C(4) above)	$_____
	2.	the amount of positive EBITDA of Subsidiaries that have not guaranteed the Obligations hereunder and provided Liens on their assets securing the Obligations for such period in an amount not to exceed the amount of cash distributed by such Subsidiary to a Loan Party during such period	$_____
	3.	any net decrease in the Working Capital Adjustment during	$_____

[8] Notwithstanding the foregoing, the amount added to EBITDA pursuant to Section 1.3(c) of the Credit Agreement, Items C(2)(c), C(2)(f) (other than pursuant to Item C(2)(f)(1)), C(2)(g) and C(2)(h) may in the aggregate not exceed (i) 55% of EBITDA of Holdings and its Subsidiaries for any period ending on or prior to December 31, 2018 (provided that EBTIDA attributable to Pure Barre shall not exceed $6,000,000 of such amount), (ii) 50% of EBITDA of Holdings and its Subsidiaries for any period ending after December 31, 2018 but on or prior to March 31, 2019 (provided that EBTIDA attributable to Pure Barre shall not exceed $6,000,000 of such amount), (iii) 45% of EBITDA of Holdings and its Subsidiaries for any period ending after March 31, 2019 but on or prior to June 30, 2019 (provided that EBTIDA attributable to Pure Barre shall not exceed $6,000,000 of such amount), (iv) 40% of EBITDA of Holdings and its Subsidiaries for any period ending after June 30, 2019 but on or prior to September 30, 2019 (provided that EBTIDA attributable to Pure Barre shall not exceed $6,000,000 of such amount), (v) 35% of EBITDA of Holdings and its Subsidiaries for any period ending after September 31, 2019 but on or prior to December 31, 2019 (provided that EBTIDA attributable to Pure Barre shall not exceed $6,000,000 of such amount), and (vii) 20% of EBITDA of Holdings and its Subsidiaries for any period ending thereafter.

[9] Only for annual financials

		such period	
	4.	scheduled repayments of principal of the Term Loans and other Funded Debt (other than payments of revolving Debt that do not include a dollar-for-dollar commitment reduction) permitted under the Credit Agreement and made during such period	$_____
	5.	voluntary prepayments of the Term Loan pursuant to the Credit Agreement during such period and voluntary prepayments of the Revolving Loans during such period that are accompanied by a dollar-for-dollar reduction of the Revolving Commitments	$_____
	6.	cash payments permitted under the Credit Agreement and made during such period with respect to unfinanced (whether with equity or Debt) Capital Expenditures	$_____
	7.	all income and franchise taxes paid in cash by the Loan Parties during such period (including, without limitation (but without duplication), Tax Distributions) net of refunds actually received in cash during such period	$_____
	8.	cash Interest Expense (net of interest income) of the Loan Parties during such period	$_____
	9.	in each case solely to the extent added in determining EBITDA for such period and without duplication of any of the foregoing, any other amounts paid in cash and added back to EBITDA pursuant to the definition thereof	$_____
	10.	any net increase in Working Capital Adjustments during such period	$_____
	11.	cash payments (not financed with the proceeds of Equity (including the Available Amount) or Debt other than Revolving Loans) made in such period with respect to Permitted Acquisitions	$_____
	12.	Sum of (1) through (3)	$_____
	13.	Remainder of (12) minus the sum of (4) through (11)	$_____
	14.	ECF Percentage multiplied by (13)	$_____
	15.	Voluntary prepayments of the revolving loans to the extent accompanied by a permanent reduction of the Commitments	$_____

		pursuant to Section 6.1.1 of the Credit Agreement	
	16.	Voluntary prepayments of the Term Loans pursuant to Section 6.2.1 (excluding payments funded from the Available Amount) of the Credit Agreement	$ _____
	17.	Remainder of (14) minus (15) minus (16)	$ _____

III. Borrower further certifies to you that **[no Default or Event of Default has occurred and is continuing]**.[10]

[Borrower hereby notifies you pursuant to Section 5.7(f) of the Guaranty and Collateral Agreement that an application for the registration of the following Intellectual Property has been filed with [insert filing office]: **[provide description of Intellectual Property]**]

IV. Enclosed herewith is a written statement of Holdings' management setting forth a discussion of Holdings' and its Subsidiaries' financial condition, changes in financial condition and results of operations.

Borrower Representative has caused this Certificate to be executed and delivered by its duly authorized signatory on _____, ____.

XPONENTIAL FITNESS LLC

By: _____
Name: _____
Title: _____

[10] If a Default or Event of default has occurred and is continuing describe the Default or Event of Default and the steps, if any, being taken to cure it.

EXHIBIT C

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between **[the][each]** [11] Assignor identified in item 1 below (**[the][each, an]** "Assignor") and **[the][each]**[12] Assignee identified in item 2 below (**[the][each, an]** "Assignee"). **[It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]** [13] hereunder are several and not joint.] [14] Capitalized terms used but not defined herein shall have the meanings given to them in the Second Amended and Restated Credit Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, **[the][each]** Assignor hereby irrevocably sells and assigns to **[the Assignee][the respective Assignees]**, and **[the][each]** Assignee hereby irrevocably purchases and assumes from **[the Assignor][the respective Assignors]**, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by Administrative Agent as contemplated below (i) all of [the **Assignor's][the respective Assignors']** rights and obligations in **[its capacity as a Lender][their respective capacities as Lenders]** under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of **[the Assignor][the respective Assignors]** under the respective facilities identified below (including, without limitation, the Letters of Credit included in such facilities [15]) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of **[the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)]** against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by **[the][any]** Assignor to **[the][any]** Assignee pursuant to clauses (i) and (ii) above

[11] For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

[12] For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

[13] Select as appropriate.

[14] Include bracketed language if there are either multiple Assignors or multiple Assignees.

[15] Include all applicable subfacilities.

being referred to herein collectively as **[the][an]** "Assigned Interest"). Each such sale and assignment is without recourse to **[the][any]** Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by **[the][any]** Assignor.

1. Assignor**[s]** _____
_____

2. Assignee**[s]** _____
_____
[for each Assignee, indicate [Affiliate][Approved Fund] of **[identify Lender]**]

3. Borrower(s): Xponential Fitness LLC, a Delaware limited liability company and St. Gregory Holdco, LLC, a Delaware limited liability company

4. Administrative Agent: Monroe Capital Management Advisors, LLC, as the administrative agent under the Credit Agreement

5. Credit Agreement: Second Amended and Restated Credit Agreement, dated as of October 25, 2018 among the Borrowers, the other Loan Parties party thereto, the Lenders from time to time party thereto, and Monroe Capital Management Advisors, LLC, as Administrative Agent

6. Assigned Interest:

Assignor**[s]**[16]	Assignee**[s]**[17]	Facility Assigned[18]	Aggregate Amount of Commitment / Loans for all Lenders[19]	Amount of Commitment / Loans Assigned	Percentage Assigned of Commitment/ Loans[20]	CUSIP Number
		_____	$_____	$_____	_____%	
		_____	$_____	$_____	_____%	
		_____	$_____	$_____	_____%	

[16] List each Assignor, as appropriate.

[17] List each Assignee, as appropriate.

[18] Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g. "Revolving Commitment", "Term Loan Commitment", etc.).

[19] Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

[20] Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

7. **[Trade Date: _____][21]**

Effective Date: _____, 20__ **[TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]**

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name: _____
Title: _____

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name: _____
Title: _____

[Consented to and][22] Accepted:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By: _____
Name: _____
Title: _____

[21] To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

[22] To be added only if the consent of Administrative Agent is required by the terms of the Credit Agreement.

[Consented to][23]

_____

By: _____
Name: _____
Title: _____

[23] To be added only if the consent of Borrower and/or other parties (e.g. Issuing Lender) is required by the terms of the Credit Agreement.

ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

[_____][24]

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. **[The][Each]** Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of **[the][the relevant]** Assigned Interest, (ii) **[the][such]** Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1 . 2 Assignee. **[The][Each]** Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under the Credit Agreement (subject to such consents, if any, as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of **[the][the relevant]** Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by **[the][such]** Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire **[the][such]** Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section __ thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase **[the][such]** Assigned Interest, and (vi) it has, independently and without reliance upon Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase **[the][such]** Assigned Interest; and (b) agrees that (i) it will, independently and without reliance upon Administrative Agent, **[the][any]** Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in

[24] Describe Credit Agreement at option of Administrative Agent.

accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2 . Payments. From and after the Effective Date, Administrative Agent shall make all payments in respect of **[the] [each]** Assigned Interest (including payments of principal, interest, fees and other amounts) to **[the][the relevant]** Assignor for amounts which have accrued to but excluding the Effective Date and to **[the][the relevant]** Assignee for amounts which have accrued from and after the Effective Date.

3 . General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of Illinois, without regard to conflict of laws principles of such State.

EXHIBIT D

FORM OF NOTICE OF BORROWING

To: Monroe Capital Management Advisors, LLC, as Administrative Agent

Please refer to the Second Amended and Restated Credit Agreement dated as of October 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Xponential Fitness LLC, a Delaware limited liability company, St. Gregory Holdco, LLC, a Delaware limited liability company, any Person from time to time joined thereto as a borrower party in accordance with the terms thereof, the other Loan Parties party thereto, the financial institutions that are or may from time to time become parties thereto and Monroe Capital Management Advisors, LLC, as Administrative Agent. Terms used but not otherwise defined herein are used herein as defined in the Credit Agreement.

The undersigned hereby gives irrevocable notice, pursuant to Section 2.2.2 of the Credit Agreement, of a request hereby for a borrowing of Revolving Loans as follows:

i. The requested borrowing date for the proposed borrowing (which is a Business Day) is _____, ____.

ii. The aggregate amount of the proposed borrowing is $_____.

iii. The type of Loans comprising the proposed borrowing are LIBOR Loans.

iv. The duration of the Interest Period for each LIBOR Loan made as part of the proposed borrowing, if applicable, is one month.

The undersigned hereby certifies (solely in his/her capacity as an officer of the Borrower Representative, and not in his/her personal capacity) that on the date hereof and on the date of borrowing set forth above, and immediately after giving effect to the borrowing requested hereby: (i) no Default or Event of Default has occurred or is continuing under the Credit Agreement; (ii) each of the representations and warranties contained in the Credit Agreement and the other Loan Documents is true and correct in all material respects as of the date hereof without duplication of any "material" or "Material Adverse Effect" qualifier, except to the extent stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects (without duplication of any "material" or "Material Adverse Effect" qualifier) as of such earlier date; and (iii) the Loan Parties are and shall be in compliance on a pro forma basis with the financial covenants set forth in Section 11.14 computed using the covenant levels and financial information for the most recently ended quarter for which information is available.

Borrower Representative has caused this Notice of Borrowing to be executed and delivered by its signatory thereunto duly authorized on _____, _____.

XPONENTIAL FITNESS LLC

By: _____
Name: _____
Title: _____

Exhibit 10.3

EXECUTION VERSION

SECOND AMENDMENT AND WAIVER TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This SECOND AMENDMENT AND WAIVER TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), dated as of December 20, 2019, among Xponential Fitness LLC, a Delaware limited liability company, and St. Gregory Holdco, LLC, a Delaware limited liability company (collectively, the "Borrower"), the other loan parties party hereto (together with the Borrower, the "Loan Parties"), the financial institutions party hereto (together with their respective successors and assigns, the "Lenders") and Monroe Capital Management Advisors, LLC, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"). Unless otherwise specified herein, capitalized terms used in this Amendment shall have the meanings ascribed to them in the Credit Agreement (as hereinafter defined).

BACKGROUND

WHEREAS, the Borrower, the other Loan Parties party thereto, the Administrative Agent, and the Lenders are parties to that certain Second Amended and Restated Credit Agreement dated as of October 25, 2018, as amended by that certain First Amendment to Second Amended and Restated Credit Agreement and Incremental Term Loan Joinder Agreement, dated as of April 18, 2019 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Loan Parties have requested that the Administrative Agent and the Lenders waive any Default and Event of Default that exists under Section 13.1.5(a) of the Credit Agreement arising from the Loan Parties' failure to comply with Section 10.1.1 of the Credit Agreement for the Fiscal Year ending December 31, 2018 (the " Specified Default");

WHEREAS, subject to the terms and conditions set forth herein, the Administrative Agent and the Lenders have agreed to waive the Specified Default; and

WHEREAS, the Loan Parties party hereto have requested that the Administrative Agent and the Lenders agree to amend the Credit Agreement in certain respects as more fully described herein, and the Administrative Agent and the Lenders are willing to do so on the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the matters set forth in the recitals and the covenants and provisions herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

Section 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

Section 2. Amendments to the Credit Agreement. As of the Second Amendment Effective Date (as defined below), the Credit Agreement is hereby amended as follows:

2.1 Section 1.1 of the Credit Agreement is hereby further amended by amending and restating the following definitions in their entirety as set forth below:

"Agent Fee Letter" means, collectively, (i) the second amended and restated fee letter dated as of the Closing Date between Borrower and the Administrative Agent, (ii) the first amendment fee letter dated as of April 18, 2019 between Borrower and the Administrative Agent, and (iii) the second amendment fee letter dated as of December 20, 2019 between Borrower and the Administrative Agent.

2.2 Section 1.1 of the Credit Agreement is hereby further amended by inserting the following at the end of the definition of "Applicable Margin":

"Notwithstanding the foregoing, the Applicable Margin shall increase by 1% per annum on the first day of each month commencing on February 1, 2020 until the Obligations are Paid in Full."

2.3 Section 6.4.2 of the Credit Agreement is hereby amended by amending and restating it in its entirety as follows:

6.4.2. Payment of Principal. (i) On the last day of each fiscal quarter, commencing with the fiscal quarter ending December 31, 2018 and ending with the fiscal quarter ending December 31, 2019, the Term A Loan shall be repaid to Administrative Agent, for the benefit of the Lenders in accordance with each Lender's Pro Rata Share of the aggregate principal amount of funded Term A Loans, in an amount equal to one-quarter of one percent (1/4%) of the aggregate amount of Term A Loans made hereunder (as such amounts shall be reduced in connection with prepayments in accordance with Section 6.3.1) and (ii) on the first day of each month, commencing on February 1, 2020, the Term A Loan shall be repaid to Administrative Agent, for the benefit of the Lenders in accordance with each Lender's Pro Rata Share of the aggregate principal amount of funded Term A Loans, in an amount equal to one percent (1%) of the aggregate amount of Term A Loans made hereunder (as such amounts shall be reduced in connection with prepayments in accordance with Section 6.3.1). Unless sooner paid in full, the outstanding principal balance of the Term A Loans shall be paid in full on the Term Loan Maturity Date. The principal amounts of any Incremental Term Loan shall be repaid in installments as set forth in the applicable Incremental Term Loan Joinder Agreement.

2.4 Section 10.1 of the Credit Agreement is hereby amended to add the following new Section 10.1.13 in the appropriate numerical order therein as follows:

"10.1.13 Weekly Cash Flow Reports. On Tuesday of each week, commencing with Tuesday, December 10, 2019, (x) a rolling 13-week consolidated cash

flow forecast, in form and substance consistent with the cash flow forecast documentation previously delivered to the Administrative Agent on the Second Amendment Effective Date (the "13-Week Forecast") and (y) a variance report (a "Variance Report") reflecting, among other things, the amount and percentage variance of the actual cash receipts and disbursements of the Loan Parties for the immediately preceding weekly period and a reasonably detailed explanation for any such variance. Within two days of delivery of such 13-Week Forecast, the Borrower and Administrative Agent shall have an update call to discuss the 13-Week Forecast and Variance Report at a time mutually agreeable to the Borrower and Administrative Agent."

2.5 Section 12.2.1 of the Credit Agreement is hereby amended to delete "and" after the semicolon at the end of clause (b), to replace the period at the end of clause (c) with a semicolon, to add "and" after the semicolon at the end of clause (c), and to add the following clause (d) in appropriate alphabetical order, as follows:

"(d) Administrative Agent shall have consented in writing to the borrowing of such Loan or issuance of such Letter of Credit."

2.6 Section 13.1 of the Agreement is hereby amended by (i) inserting a reference to ", 10.1.13" immediately following the reference to "10.12" in Section 13.1.5.

Section 3. Waiver.

3.1 The Loan Parties acknowledge and agree that the Specified Default constitutes an Event of Default under the Credit Agreement. The Administrative Agent and the Lenders hereby agree to waive (a) the Specified Default, (b) any Defaults or Events of Default arising under the Credit Agreement or the other Loan Documents solely from the failure to give notice (or timely notice) of any Specified Defaults, and (c) any Defaults or Events of Default arising under the Credit Agreement or the other Loan Documents solely from the making, or deemed making, of any inaccurate representation or warranty in the Credit Agreement or the other Loan Documents solely as a result of the existence of any Specified Defaults.

3.2 The Administrative Agent and the Lenders hereby agree to waive the requirement under Section 10.1.1 of the Credit Agreement which requires the Loan Parties' to deliver an annual audit report for Fiscal Year ending December 31, 2019 for Holdings and its Subsidiaries; provided that the Loan Parties shall still deliver the annual audit report of Xponential Fitness, LLC and its Subsidiaries as required under section 10.1.1. After April 1, 2020, the Administrative Agent may request a quality of earnings report for Holdings and its Subsidiaries for the trailing twelve month period ending December 31, 2019 in form and substance satisfactory to Administrative Agent and prepared by RSM which quality of earnings report shall be delivered within 30 days of such request (or such longer period as the Administrative Agent may agree in its sole discretion). Failure to provide such quality of earnings report shall constitute an immediate Event of Default.

3.3 Except as set forth in Section 3.1 and Section 3.2 of this Amendment, the Administrative Agent and the Lenders hereby reserve all rights and remedies granted to the Administrative Agent and the Lenders under the Credit Agreement, the other Loan Documents or applicable law or otherwise and nothing contained herein shall be construed to limit, impair or otherwise affect the right of the Administrative Agent and the Lenders to declare an Event of Default pursuant to the terms of the Credit Agreement or the other Loan Documents with respect to any other or future non-compliance with any covenant, term or provision of the Credit Agreement, the other Loan Documents or any other document now or hereafter executed and delivered in connection therewith.

Section 4. Representations and Warranties. Each Loan Party hereby represents and warrants to Administrative Agent and each Lender that the following are true and correct as of the Second Amendment Effective Date:

4.1 Continuation of Representations and Warranties. After giving effect to this Amendment, all representations and warranties of Borrower and the other Loan Parties set forth in the Credit Agreement, this Amendment and the other Loan Documents are true and correct in all material respects with the same effect as if then made (except to the extent such representations and warranties expressly relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date) as of the Second Amendment Effective Date;

4.2 No Existing Default. Both immediately before and after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing, other than the Specified Default;

4.3 Authorization; No Conflict. Each Loan Party is duly authorized to execute and deliver this Amendment and each Loan Party is duly authorized to perform its Obligations under each Loan Document to which it is a party. The execution, delivery and performance by each Loan Party of this Amendment do not and will not (a) require any consent or approval of any governmental agency or authority (other than any consent or approval which has been obtained and is in full force and effect); (b) conflict with (i) any provision of law, (ii) the charter, by-laws or other organizational documents of any Loan Party or (iii) any agreement, indenture, instrument or other document, or any judgment, order or decree, which is binding upon any Loan Party or any of their respective properties, except, in the case of clauses (i) and (iii), to the extent such violations would not reasonably be expected to result in a Material Adverse Effect or (c) require, or result in, the creation or imposition of any Lien on any asset of any Loan Party (other than Liens in favor of Administrative Agent created pursuant to the Collateral Documents or permitted by Section 11.2 of the Credit Agreement); and

4.4 Binding Effect. This Amendment constitutes the legal, valid and binding obligation of each Loan Party, enforceable against each Loan Party in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

Section 5. Conditions Precedent. This Amendment (including without limitation Section 3 hereof) shall be effective as of the date first set forth above, subject to the satisfaction (or waiver) of the following conditions precedent (the date of such satisfaction being the "Second Amendment Effective Date"):

5.1 Execution and Delivery. Each Loan Party, Administrative Agent and Required Lenders shall have executed and delivered to Administrative Agent this Amendment.

5.2 [intentionally omitted]

5.3 Agent Fee Letter. Administrative Agent shall have received an executed Agent Fee Letter dated as of the date hereof by the Administrative Agent and acknowledged by the Borrower (the "Second Amendment Fee Letter").

5.4 Payment of Fees and Attorney Costs. Borrower shall have paid to Administrative Agent reasonable and documented out-of-pocket costs and expenses of Administrative Agent incurred by it in connection with the transactions contemplated hereby (including reasonable legal costs of Administrative Agent in connection with the preparation and negotiation of this Amendment).

5.5 RSM Diligence. Borrower shall have paid to Administrative Agent a $250,000 deposit (the "RSM Deposit"), which shall be delivered to RSM US LLP ("RSM") in respect of the quality of earnings report that RSM is preparing.

Section 6. Reaffirmation. Each Loan Party hereby (i) expressly reaffirms and assumes all of its obligations and liabilities to Administrative Agent and the Lenders as set forth in the Credit Agreement, the Collateral Documents and the other Loan Documents (in each case, as the same have been amended by this Amendment or as otherwise amended, amended and restated, supplemented or otherwise modified) (collectively, the "Reaffirmed Documents") and agrees to be bound by and abide by and operate and perform under and pursuant to and comply fully with all of the terms, conditions, provisions, agreements, representations, undertakings, warranties, indemnities, grants of security interests and covenants contained in the Reaffirmed Documents as though such Reaffirmed Documents were being re-executed on the date hereof, except to the extent that such terms expressly relate to an earlier date; and (ii) acknowledges, ratifies, confirms and reaffirms without condition, all Liens and security interests granted to Administrative Agent, for its benefit and the benefit of Lenders, pursuant to the Reaffirmed Documents and acknowledges and agrees that all of such Liens and security interests are intended and shall be deemed and construed to continue to secure the Obligations under the Reaffirmed Documents, as amended, restated, supplemented or otherwise modified and in effect from time to time, and all extensions, renewals, refinancing, amendments or modifications of any of the foregoing.

Section 7. Miscellaneous.

7.1 Effect of Amendment. Except as expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Administrative Agent or any Lender under the Credit

Agreement or any Loan Document, or constitute a waiver of any provision of the Credit Agreement or any Loan Document and each Loan Party hereby fully ratifies and affirms each Loan Document to which it is a party.

7.2 Entire Agreement. This Amendment embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

7.3 References. Any reference to the Credit Agreement contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require. Reference in this Amendment, the Credit Agreement or any other Loan Document to the Credit Agreement shall be a reference to the Credit Agreement as amended hereby and as further amended, modified, restated, supplemented or extended from time to time.

7.4 Ratification of Liability; Acknowledgment of Rights; Release of Claims. Each Loan Party hereby ratifies and confirms its liabilities, obligations and agreements under the Credit Agreement and the other Loan Documents, and the Liens granted or purported to be granted and perfected thereby, and acknowledges that: (i) it has no defenses, claims or set-offs to the enforcement by Administrative Agent and/or Lender of such liabilities, obligations and agreements through and as of the date hereof; (ii) Administrative Agent and each Lender has fully performed all undertakings owed to the Loan Parties through and as of the date hereof; and (iii) except as otherwise expressly set forth herein, neither Administrative Agent nor any Lender waives, diminishes or limits any term or condition contained in the Credit Agreement or in any of the other Loan Documents.

7.5 Governing Law. THIS AMENDMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

7.6 FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AMENDMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED THAT NOTHING IN THIS AMENDMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE ADMINISTRATIVE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER APPROPRIATE JURISDICTION. EACH LOAN PARTY, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS

SET FORTH ABOVE. ADMINISTRATIVE AGENT, EACH LENDER AND EACH LOAN PARTY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. EACH LOAN PARTY, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7.7 WAIVER OF JURY TRIAL. EACH LOAN PARTY, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AMENDMENT AND ANY INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7.8 Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law in any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating any other provision of this Amendment.

7.9 Headings. Article, section and subsection headings in this Amendment are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7.10 Counterparts. This Amendment may be executed in any number of counterparts and by either party hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Receipt by telecopy or other electronic means, including .pdf of any executed signature page to this Amendment shall constitute effective delivery of such signature page.

Section 8. Post-Closing Requirements.

8.1 Annual Financials. Within five (5) Business Days of the Second Amendment Effective Date, the Borrower shall deliver to the Administrative Agent the annual audit report of Xponential Fitness, LLC and its Subsidiaries, in form and substance satisfactory to the Administrative Agent, for the Fiscal Year ending December 31, 2018.

8.2 Quality of Earnings Report. Within 10 days of the Second Amendment Effective Date, the Borrower shall deliver to the Administrative Agent a quality of earnings report for Holdings and its Subsidiaries for the Fiscal Year ending December 31, 2018 and for the trailing twelve month period ending August 31, 2019 in form and substance satisfactory to Administrative Agent and prepared by RSM. To the extent in excess of the RSM Deposit, Borrower shall pay all costs and expenses of RSM in connection with delivering its quality of earnings report promptly following receipt of a request for such payment from Administrative Agent.

8.3 Warrant. The Sponsor and Loan Parties will negotiate in good faith with the Administrative Agent to enter in to a penny warrant, within 15 days of the Second Amendment Effective Date, in form and substance satisfactory to the Administrative Agent (including customary anti-dilution, tag-along, preemptive and transfer rights), providing the Administrative Agent or its Affiliates, as applicable, with the right to purchase up to 1% of the outstanding equity interests of Holdings (on a fully-diluted, post-exercise basis) on April 1, 2020 if the Obligations haven't been Paid in Full as of such date which warrant will automatically increase to provide the Administrative Agent or its Affiliates the right to purchase an additional 1% of the outstanding equity interests of Holdings (on a fully-diluted, post-exercise basis) on the first day of each month ending after April 1, 2020 until such time as the Obligations are Paid in Full (by way of example, on May 1, 2020 the Administrative Agent or its Affiliates, as applicable, shall have the right to purchase up to 2% of the outstanding equity interests of Holdings (on a fully-diluted, post-exercise basis), on June 1, 2020 the Administrative Agent or its Affiliates, as applicable, shall have the right to purchase up to 3% of the outstanding equity interests of Holdings (on a fully-diluted, post-exercise basis), and so on until such time as all of the Obligations have been Paid in Full).

The Borrower acknowledges and agrees that the failure to comply with the covenants set forth in this Section 8 shall constitute an immediate Event of Default under the Credit Agreement, provided that the Administrative Agent may extend the deadlines set forth in this Section 8 in its reasonable discretion.

Section 9. Release. In consideration of the agreements of the Administrative Agent and the Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party, on behalf of itself and its successors, assigns, and other legal representatives (collectively, the "Releasors" and each, a "Releasor"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges the Administrative Agent and each Lender, and their successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions,

predecessors, directors, officers, attorneys, employees, agents and other representatives (collectively, the Administrative Agent, each Lender, and all such other Persons, the "Releasees", and each, a "Releasee"), of and from all demands, actions, causes of action, suits, damages and any and all other claims, counterclaims, and rights of set off whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or that reasonably should be known, suspected or that reasonably should be suspected, both at law and in equity (and all defenses that may arise out of the foregoing), which such Loan Party or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which has arisen at any time prior to the date of this Amendment for or on account of, or relating to the Credit Agreement or any of the other Loan Documents or transactions thereunder.

Each Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense in respect of the matter covered thereby and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

Each Loan Party, on behalf of itself and each Releasor, hereby absolutely, unconditionally, and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding, or otherwise) any Releasee on the basis of any Claim released, remised, and discharged by such Loan Party pursuant to this Section 9.

[signature page follows]

The parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

BORROWER:

XPONENTIAL FITNESS LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ST. GREGORY HOLDCO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

OTHER LOAN PARTIES:

H&W FRANCHISE HOLDINGS LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

H&W FRANCHISE INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CLUB PILATES FRANCHISE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PILATES LICENSING, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR HOLDCO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR FRANCHISING, LLC, an Ohio limited liability company

By: CycleBar Holdco, LLC, a Delaware limited liability company, its sole member

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR WORLDWIDE INC., an Ohio corporation

By: /s/ John Meloun
Name: John Meloun
Title: CFO

FC JV, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ST. GREGORY DEVELOPMENT GROUP, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

FF&E PROCUREMENT COMPANY OF AMERICA, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

J3T LOGISTICS, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

REMOP SERVICES, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

LB HYDE PARK, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

COWORKING CINCINNATI, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ROW HOUSE FRANCHISE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

STRETCH LAB FRANCHISE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

YOGA SIX FRANCHISE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR CANADA FRANCHISING, ULC, a British Columbia unlimited liability corporation

By: /s/ John Meloun
Name: John Meloun
Title: CFO

AKT FRANCHISE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

LB FRANCHISING, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ROW HOUSE TUSTIN, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

AKT STUDIO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

YOGA SIX STUDIO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EXPERIENCE BRAND DEVELOPMENT, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD RH, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD SL, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD CP, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD CB, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD FC LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD AKT, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD YS, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

STG BRAND AMBASSADOR FRANCHISING, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

BARRE MIDCO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1001, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1002, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1005, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1006, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1007, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1012, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1016, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1018, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1020, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1021, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1029, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1035, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1042, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB FARNCHSING, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB OPCO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PBH 1001, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB PRODUCT, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PURE BARRE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

BARRE HOLDCO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

STRIDE FRANCHISE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ADMINISTRATIVE AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

LENDERS:

MONROE CAPITAL PRIVATE CREDIT FUND II LP, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LLC,** its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND II FINANCING SPV LLC, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LP,** as Designated Manager

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LLC,** its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND II (UNLEVERAGED) LP, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LLC,** its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND II (UNLEVERAGED OFFSHORE) LP, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LLC,** its general partner

By: /s/Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE PRIVATE CREDIT FUND A FINANCING SPV LLC, in its capacity as a Lender

By: **MONROE PRIVATE CREDIT FUND A LP,** as its Designated Manager

By: **MONROE PRIVATE CREDIT FUND A LLC,** its general partner

By: /s/Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND I LP, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND I LLC,** its general partner

By: /s/Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND I FINANCING SPV LLC, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND I LP**, as its Designated Manager

By: **MONROE CAPITAL PRIVATE CREDIT FUND I LLC**, its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL MML CLO VI, LTD., in its capacity as a Lender

By: **MONROE CAPITAL MANAGEMENT LLC,** as Asset Manager and Attorney-in-fact

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL MML CLO 2017-1, LTD., in its capacity as a Lender

By: **MONROE CAPITAL MANAGEMENT LLC,** as Collateral Manager Attorney-in Fact

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title Managing Director

MONROE CAPITAL MML CLO VI, LTD., in its capacity as a Lender

By: **MONROE CAPITAL MANAGEMENT LLC**, as Asset Manager and Attorney-in-fact

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND III LP, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND III LLC**, its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND III FINANCING SPV LLC, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND III LP**, as Designated Manager

By: **MONROE CAPITAL PRIVATE CREDIT FUND III LLC**, as general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND III (UNLEVERAGED) LP, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND III LLC**, its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND VT LP, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND VT LLC**, its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MC FINANCING SPV I, LLC, in its capacity as a Lender

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

EVEREST REINSURANCE COMPANY, in its capacity as a Lender

By: PineBridge Investments LLC, its investment manager

By: /s/ Doug Lyons
Name: Doug Lyons
Title: Managing Director

PINEBRIDGE PRIVATE CREDIT, L.P., in its capacity as a Lender

By: PineBridge Private Credit General Partner, L.P., its general partner

By: PineBridge Private Credit General Partner, LLC, its general partner

By: PineBridge Investments LLC, its sole member

By: /s/ Doug Lyons
Name: Doug Lyons
Title: Managing Director

PINEBRIDGE PRIVATE HOLDINGS I, LLC, in its capacity as a lender

By: /s/ Doug Lyons
Name: Doug Lyons
Title: Managing Director

Exhibit 10.4

EXECUTION VERSION

THIRD AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This THIRD AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), dated as of February 12, 2020, among Xponential Fitness LLC, a Delaware limited liability company, and St. Gregory Holdco, LLC, a Delaware limited liability company (collectively, the "Borrower"), the other loan parties party hereto (together with the Borrower, the "Loan Parties"), the financial institutions party hereto (together with their respective successors and assigns, the "Lenders") and Monroe Capital Management Advisors, LLC, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"). Unless otherwise specified herein, capitalized terms used in this Amendment shall have the meanings ascribed to them in the Credit Agreement (as hereinafter defined).

BACKGROUND

WHEREAS, the Borrower, the other Loan Parties party thereto, the Administrative Agent, and the Lenders are parties to that certain Second Amended and Restated Credit Agreement dated as of October 25, 2018, as amended by that certain First Amendment to Second Amended and Restated Credit Agreement and Incremental Term Loan Joinder Agreement, dated as of April 18, 2019, as further amended by that certain Second Amendment and Waiver to Second Amended and Restated Credit Agreement, dated as of December 20, 2019 (the "Second Amendment") (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Loan Parties party hereto have (i) advised Administrative Agent and the Lenders that Holdings is going to receive $50,000,000 in Net Cash Proceeds (the "Equity Infusion") from the issuance of Capital Securities to the Purchaser (the "Equity Acquisition") pursuant to, and as such term is defined in, that certain Class A-4 Unit Purchase Agreement dated as of February 12, 2020 (a true and correct copy of which is attached hereto as Exhibit A, the "SPA"), and (ii) requested that the Administrative Agent and the Lenders consent to the application of the Equity Infusion and the Equity Acquisition pursuant to the SPA, in each case, as set forth herein, and agree to amend the Credit Agreement in certain respects as more fully described herein, and the Administrative Agent and the Lenders are willing to do so on the terms and subject to the conditions set forth herein; NOW THEREFORE, in consideration of the matters set forth in the recitals and the covenants and provisions herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

Section 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

Section 2. Consent. Notwithstanding anything to the contrary set forth in the Credit Agreement or any of the other Loan Documents, and provided that $30,000,000 of the Equity Infusion is paid to Administrative Agent to be applied to the outstanding principal balance of Term Loan A, Administrative Agent and Lenders consent to (x) the retention by Holdings of the remaining $20,000,000 of the Equity Infusion and hereby waive any Mandatory Prepayment Event with respect thereto, (y) the Equity Acquisition by the Purchaser pursuant to the SPA and the Change of Control resulting therefrom and (z) the voluntary prepayment of $30,000,000 of the Equity Infusion and hereby waive any Prepayment Fee in connection therewith. The foregoing consent shall apply only to the transactions as specified herein, and shall not apply to any other similar transaction.

Section 3. Amendments to the Credit Agreement. As of the Third Amendment Effective Date (as defined below), the Credit Agreement is hereby amended as follows:

3.1 Section 1.1 of the Credit Agreement is hereby further amended by amending and restating the following definitions in their entirety as set forth below:

"Agent Fee Letter" means, collectively, (i) the second amended and restated fee letter dated as of the Closing Date between Borrower and the Administrative Agent, (ii) the first amendment fee letter dated as of April 18, 2019 between Borrower and the Administrative Agent, (iii) the second amendment fee letter dated as of December 20, 2019 (the "Second Fee Letter") between Borrower and the Administrative Agent, and (iv) the third amendment fee letter dated as of February 12, 2020 between Borrower and the Administrative Agent.

3.2 Section 6.4.2 of the Credit Agreement is hereby amended by amending and restating it in its entirety as follows:

6.4.2. Payment of Principal. On the last day of each fiscal quarter, commencing with the fiscal quarter ending December 31, 2018, the Term A Loan shall be repaid to Administrative Agent, for the benefit of the Lenders in accordance with each Lender's Pro Rata Share of the aggregate principal amount of funded Term A Loans, in an amount equal to: (a) with respect to each of the first seven full fiscal quarters after the Closing Date, one-quarter of one percent (1/4%) of the aggregate amount of Term A Loans made hereunder and (b) with respect to each fiscal quarter ending thereafter, one and one-quarter of one percent (1¼%) of the aggregate amount of Term A Loans made hereunder (as such amounts shall be reduced in connection with prepayments in accordance with Section 6.3.1). Unless sooner paid in full, the outstanding principal balance of the Term A Loans shall be paid in full on the Term Loan Maturity Date. The principal amounts of any Incremental Term Loan shall be repaid in installments as set forth in the applicable Incremental Term Loan Joinder Agreement.

3.3 Paragraphs (a), (b) and (c) of the Second Fee Letter are hereby deleted and shall be of no further force or effect.

Section 4. Representations and Warranties. Each Loan Party hereby represents and warrants to Administrative Agent and each Lender that the following are true and correct as of the Third Amendment Effective Date:

4.1 Continuation of Representations and Warranties. After giving effect to this Amendment, all representations and warranties of Borrower and the other Loan Parties set forth in the Credit Agreement, this Amendment and the other Loan Documents are true and correct in all material respects with the same effect as if then made (except to the extent such representations and warranties expressly relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date) as of the Third Amendment Effective Date;

4.2 No Existing Default. Both immediately before and after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing;

4.3 Authorization; No Conflict. Each Loan Party is duly authorized to execute and deliver this Amendment and each Loan Party is duly authorized to perform its Obligations under each Loan Document to which it is a party. The execution, delivery and performance by each Loan Party of this Amendment do not and will not (a) require any consent or approval of any governmental agency or authority (other than any consent or approval which has been obtained and is in full force and effect); (b) conflict with (i) any provision of law, (ii) the charter, by-laws or other organizational documents of any Loan Party or (iii) any agreement, indenture, instrument or other document, or any judgment, order or decree, which is binding upon any Loan Party or any of their respective properties, except, in the case of clauses (i) and (iii), to the extent such violations would not reasonably be expected to result in a Material Adverse Effect or (c) require, or result in, the creation or imposition of any Lien on any asset of any Loan Party (other than Liens in favor of Administrative Agent created pursuant to the Collateral Documents or permitted by Section 11.2 of the Credit Agreement); and

4.4 Binding Effect. This Amendment constitutes the legal, valid and binding obligation of each Loan Party, enforceable against each Loan Party in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

Section 5. Conditions Precedent. This Amendment shall be effective as of the date first set forth above, subject to the satisfaction (or waiver) of the following conditions precedent (the date of such satisfaction being the "Third Amendment Effective Date"):

5.1 Execution and Delivery. Each Loan Party, Administrative Agent and Required Lenders shall have executed and delivered to Administrative Agent this Amendment.

5.2 Agent Fee Letter. Administrative Agent shall have received an executed Agent Fee Letter dated as of the date hereof by the Administrative Agent and acknowledged by the Borrower (the "Third Amendment Fee Letter").

5.3 Equity Infusion Payment. The Administrative Agent shall have received (or shall receive substantially contemporaneously with the closing of the Equity

Acquisition on the date hereof) proceeds from the Equity Infusion in an amount equal to $30,000,000 which proceeds shall be applied to the outstanding principal balance of the Term Loan A.

5.4 Payment of Fees and Attorney Costs. Borrower shall have paid to Administrative Agent reasonable and documented out-of-pocket costs and expenses of Administrative Agent incurred by it in connection with the transactions contemplated hereby (including reasonable legal costs of Administrative Agent in connection with the preparation and negotiation of this Amendment).

Section 6. Reaffirmation. Each Loan Party hereby (i) expressly reaffirms and assumes all of its obligations and liabilities to Administrative Agent and the Lenders as set forth in the Credit Agreement, the Collateral Documents and the other Loan Documents (in each case, as the same have been amended by this Amendment or as otherwise amended, amended and restated, supplemented or otherwise modified) (collectively, the "Reaffirmed Documents") and agrees to be bound by and abide by and operate and perform under and pursuant to and comply fully with all of the terms, conditions, provisions, agreements, representations, undertakings, warranties, indemnities, grants of security interests and covenants contained in the Reaffirmed Documents as though such Reaffirmed Documents were being re-executed on the date hereof, except to the extent that such terms expressly relate to an earlier date; and (ii) acknowledges, ratifies, confirms and reaffirms without condition, all Liens and security interests granted to Administrative Agent, for its benefit and the benefit of Lenders, pursuant to the Reaffirmed Documents and acknowledges and agrees that all of such Liens and security interests are intended and shall be deemed and construed to continue to secure the Obligations under the Reaffirmed Documents, as amended, restated, supplemented or otherwise modified and in effect from time to time, and all extensions, renewals, refinancing, amendments or modifications of any of the foregoing. Without limiting the foregoing, each Loan Party, Administrative Agent and each Lender expressly acknowledges and reaffirms Section 3 (Waiver) of the Second Amendment.

Section 7. Miscellaneous.

7.1 Effect of Amendment. Except as expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Administrative Agent or any Lender under the Credit Agreement or any Loan Document, or constitute a waiver of any provision of the Credit Agreement or any Loan Document and each Loan Party hereby fully ratifies and affirms each Loan Document to which it is a party.

7.2 Entire Agreement. This Amendment embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

7.3 References. Any reference to the Credit Agreement contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require. Reference in this Amendment, the Credit Agreement or any other Loan Document to the Credit Agreement shall be a reference to the Credit Agreement as amended hereby and as further amended, modified, restated, supplemented or extended from time to time.

7.4 Ratification of Liability; Acknowledgment of Rights; Release of Claims. Each Loan Party hereby ratifies and confirms its liabilities, obligations and agreements under the Credit Agreement and the other Loan Documents, and the Liens granted or purported to be granted and perfected thereby, and acknowledges that: (i) it has no defenses, claims or set-offs to the enforcement by Administrative Agent and/or Lender of such liabilities, obligations and agreements through and as of the date hereof; (ii) Administrative Agent and each Lender has fully performed all undertakings owed to the Loan Parties through and as of the date hereof; and (iii) except as otherwise expressly set forth herein, neither Administrative Agent nor any Lender waives, diminishes or limits any term or condition contained in the Credit Agreement or in any of the other Loan Documents.

7.5 Governing Law. THIS AMENDMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

7.6 FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AMENDMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED THAT NOTHING IN THIS AMENDMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE ADMINISTRATIVE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER APPROPRIATE JURISDICTION. EACH LOAN PARTY, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. ADMINISTRATIVE AGENT, EACH LENDER AND EACH LOAN PARTY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. EACH LOAN PARTY, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7.7 WAIVER OF JURY TRIAL. EACH LOAN PARTY, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AMENDMENT AND ANY INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7.8 Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law in any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating any other provision of this Amendment.

7.9 Headings. Article, section and subsection headings in this Amendment are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7.10 Counterparts. This Amendment may be executed in any number of counterparts and by either party hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Receipt by telecopy or other electronic means, including .pdf of any executed signature page to this Amendment shall constitute effective delivery of such signature page.

Section 8. Release. In consideration of the agreements of the Administrative Agent and the Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party, on behalf of itself and its successors, assigns, and other legal representatives (collectively, the "Releasors" and each, a "Releasor"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges the Administrative Agent and each Lender, and their successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (collectively, the Administrative Agent, each Lender, and all such other Persons, the "Releasees", and each, a "Releasee"), of and from all demands, actions, causes of action, suits, damages and any and all other claims, counterclaims, and rights of set off whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or that reasonably should be known, suspected or that reasonably should be suspected, both at law and in equity (and all defenses that may arise out of the foregoing), which such Loan Party or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which has arisen at any time prior to the date of this Amendment for or on account of, or relating to the Credit Agreement or any of the other Loan Documents or transactions thereunder.

Each Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense in respect of the matter covered thereby and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

Each Loan Party, on behalf of itself and each Releasor, hereby absolutely, unconditionally, and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding, or otherwise) any Releasee on the basis of any Claim released, remised, and discharged by such Loan Party pursuant to this Section 8.

[signature page follows]

The parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

BORROWER:

XPONENTIAL FITNESS LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ST. GREGORY HOLDCO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

OTHER LOAN PARTIES:

H&W FRANCHISE HOLDINGS LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

H&W FRANCHISE INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company

By: /s/ John MEloun
Name: John MEloun
Title: CFO

CLUB PILATES FRANCHISE, LLC, a Delaware limited liability company

By: /s/John Meloun
Name: John Meloun
Title: CFO

PILATES LICENSING, LLC, a Delaware limited liability company

By: /s/ John MEloun
Name: John MEloun
Title: CFO

CYCLEBAR HOLDCO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR FRANCHISING, LLC, an Ohio limited liability company

By: CycleBar Holdco, LLC, a Delaware limited liability company, its sole member

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR WORLDWIDE INC., an Ohio corporation

By: /s/ John Meloun
Name: John Meloun
Title: CFO

FC JV, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ST. GREGORY DEVELOPMENT GROUP, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

FF&E PROCUREMENT COMPANY OF AMERICA, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

J3T LOGISTICS, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

REMOP SERVICES, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

LB HYDE PARK, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

COWORKING CINCINNATI, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ROW HOUSE FRANCHISE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

STRETCH LAB FRANCHISE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

YOGA SIX FRANCHISE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR CANADA FRANCHISING, ULC, a British Columbia unlimited liability corporation

By: /s/ John Meloun
Name: John Meloun
Title: CFO

AKT FRANCHISE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

LB FRANCHISING, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ROW HOUSE TUSTIN, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

AKT STUDIO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

YOGA SIX STUDIO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EXPERIENCE BRAND DEVELOPMENT, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD RH, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD SL, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD CP, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD CB, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD FC LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD AKT, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

EBD YS, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

STG BRAND AMBASSADOR FRANCHISING, LLC, an Ohio limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

BARRE MIDCO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1001, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1002, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1005, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1006, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1007, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1012, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1016, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1018, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1020, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1021, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1029, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1035, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB 1042, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB FRANCHSING, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB OPCO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PBH 1001, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB PRODUCT, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PURE BARRE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

BARRE HOLDCO, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

STRIDE FRANCHISE, LLC, a Delaware limited liability company

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ADMINISTRATIVE AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC

By: Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

LENDERS:

MONROE CAPITAL PRIVATE CREDIT FUND II LP, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LLC**, its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND II FINANCING SPV LLC, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LP,** as Designated Manager

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LLC,** its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND II (UNLEVERAGED) LP, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LLC,** its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND II (UNLEVERAGED OFFSHORE) LP,
in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND II LLC,** its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE PRIVATE CREDIT FUND A FINANCING SPV LLC, in its capacity as a Lender

By: **MONROE PRIVATE CREDIT FUND A LP,** as its Designated Manager

By: **MONROE PRIVATE CREDIT FUND A LLC,**its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND I LP,in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND I LLC,** its general Partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND I FINANCING SPV LLC, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND I LP,** as its Designated Manager

By: **MONROE CAPITAL PRIVATE CREDIT FUND I LLC,** its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL MML CLO VI, LTD., in its capacity as a Lender

By: **MONROE CAPITAL MANAGEMENT LLC,** as Asset Manager and Attorney-in-fact

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL MML CLO 2017-1, LTD., in its capacity as a Lender

By: **MONROE CAPITAL MANAGEMENT LLC,** as Collateral Manager Attorney-in Fact

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL MML CLO VI, LTD., in its capacity as a Lender

By: **MONROE CAPITAL MANAGEMENT LLC,** as Asset Manager and Attorney-in-fact

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND III LP,
in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND III LLC,** its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND III FINANCING SPV LLC, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND III LP,** as Designated Manager

By: **MONROE CAPITAL PRIVATE CREDIT FUND III LLC,** as general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND III (UNLEVERAGED) LP, in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND III LLC,** its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND VT LP,
in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDIT FUND VT LLC,** its general partner

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

MC FINANCING SPV I, LLC, in its capacity as a Lender

By: /s/ Nathan Harrell
Name: Nathan Harrell
Title: Managing Director

EVEREST REINSURANCE COMPANY, in its capacity as a Lender

By: PineBridge Investments LLC, its investment manager

By: /s/ Doug Lyons
Name: Doug Lyons
Title: Managing Director

PINEBRIDGE PRIVATE CREDIT, L.P., in its capacity as a Lender

By: PineBridge Private Credit General Partner, L.P., its general partner

By: PineBridge Private Credit General Partner, LLC, its general partner

By: PineBridge Investments LLC, its sole member

By: /s/ Doug Lyons
Name: Doug Lyons
Title: Managing Director

PINEBRIDGE PRIVATE HOLDINGS I, LLC, in its capacity as a lender

By: /s/ Doug Lyons
Name: Doug Lyons
Title: Managing Director

Exhibit 10.5

Execution Copy

FINANCING AGREEMENT

Dated as of February 28, 2020

by and among

XPONENTIAL INTERMEDIATE HOLDINGS, LLC,
as Parent,

XPONENTIAL FITNESS LLC
AND EACH OTHER SUBSIDIARY OF PARENT
LISTED AS A BORROWER ON THE SIGNATURE PAGES HERETO,
as Borrowers,

PARENT AND EACH OTHER SUBSIDIARY OF PARENT LISTED AS A
GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

CERBERUS BUSINESS FINANCE AGENCY, LLC,
as Collateral Agent and Administrative Agent

TABLE OF CONTENTS

SCHEDULE AND EXHIBITS

Schedule 1.01(A)	Lenders' Commitments
Schedule 1.01(B)	Earnouts
Schedule 6.01(e)	Capitalization; Subsidiaries
Schedule 6.01(f)	Litigation; Commercial Tort Claims
Schedule 6.01(i)	ERISA
Schedule 6.01(l)	Nature of Business
Schedule 6.01(o)	Real Property and Facilities
Schedule 6.01(q)	Franchise Matters
Schedule 6.01(r)	Environmental Matters
Schedule 6.01(s)	Insurance
Schedule 6.01(v)	Bank Accounts
Schedule 6.01(w)	Intellectual Property
Schedul 6.01(x)	Material Contracts
Schedule 6.01(dd)	Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN
Schedule 6.01(ee)	Collateral Locations
Schedule 7.01(s)	Post-Closing Obligations
Schedule 7.02(a)	Existing Liens
Schedule 7.02(b)	Existing Indebtedness
Schedule 7.02(c)	Capitalized Lease Obligations
Schedule 7.02(e)	Existing Investments
Schedule 7.02(j)	Transactions with Affiliates
Schedule 7.02(k)	Limitations on Dividends and Other Payment Restrictions
Schedule 8.01	Cash Management Banks/Cash Management Accounts

Exhibit A	Form of Joinder Agreement
Exhibit B	Form of Notice of Borrowing
Exhibit C	Form of LIBOR Notice
Exhibit D	Form of Assignment and Acceptance
Exhibit E	Form of Compliance Certificate
Exhibit F	Form of Franchise Report

FINANCING AGREEMENT

Financing Agreement, dated as of February 28, 2020, by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as hereinafter defined) of Parent listed as a "Borrower" on the signature pages hereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" hereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages hereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder or otherwise guaranties all or any part of the Obligations (as hereinafter defined), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrowers have asked the Lenders to extend credit to the Borrowers consisting of (a) an initial term loan in an aggregate principal amount of $185,000,000, (b) a revolving credit facility in the aggregate principal amount of $10,000,000 and (c) a delayed draw term loan commitment in the aggregate principal amount of $15,000,000. The proceeds of the initial term loan shall be used to repay existing indebtedness of the Loan Parties and for general working capital or other corporate purposes of the Loan Parties (as hereinafter defined), including, but not limited to, the payment of fees and expenses related to this Agreement and the Transactions. The proceeds of the revolving loans and the delayed draw term loans made after the Effective Date shall be used for general working capital or other corporate purposes of the Loan Parties. The Lenders are severally, and not jointly, willing to extend such credit to the Borrowers subject to the terms and conditions hereinafter set forth.

In consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Account Control Agreement" means an account control agreement, in form and substance reasonably satisfactory to the Collateral Agent, each of which is among each relevant Loan Party, the Collateral Agent and the applicable Cash Management Banks.

"Account Debtor" means each debtor, customer or obligor in any way obligated on or in connection with any Account Receivable.

"Accounts Receivable" means, with respect to any Person, any and all accounts (as that term is defined in the Uniform Commercial Code), any and all rights of such Person to payment for goods sold and/or services rendered, including accounts, general intangibles and any and all such rights evidenced by chattel paper, instruments or documents, whether due or to become due and whether or not earned by performance, and whether now or hereafter acquired or arising in the future, and any proceeds arising therefrom or relating thereto.

"Acquisition" means the acquisition of all or substantially all of the Equity Interests of any Person or all or substantially all of the assets of any Person or line of business or a division of such Person.

"Act" has the meaning specified therefor in Section 7.02(c).

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.08(a).

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Account" means an account at a bank designated by the Administrative Agent from time to time as the account into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Administrative Borrower" has the meaning specified therefor in Section 12.16.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Affiliated Lenders" means the Sponsor and each of its Affiliates (including the Loan Parties) and Related Funds of the foregoing who become a Lender pursuant to the terms of this Agreement.

"After Acquired Property" has the meaning specified therefor in Section 7.01(o).

"Agent" has the meaning specified therefor in the preamble hereto.

"Agent Advances" has the meaning specified therefor in Section 10.08(a).

"Agreement" means this Financing Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"Alternative Interest Rate Election Event" has the meaning specified therefor in the definition of "LIBOR Rate".

"Anti-Corruption Laws" has the meaning specified therefor in Section 6.01(jj)(i).

"Anti-Money Laundering and Anti-Terrorism Laws" means any Requirement of Law relating to terrorism, economic sanctions or money laundering, including, without limitation, (a) the Money Laundering Control Act of 1986 (*i.e.*, 18 U.S.C. §§ 1956 and 1957), (b) the Bank Secrecy Act of 1970 (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), and the implementing regulations promulgated thereunder, (c) the USA PATRIOT Act and the implementing regulations promulgated thereunder, (d) the laws, regulations and Executive Orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (e) any law prohibiting or directed against terrorist activities or the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B), and (f) any similar laws enacted in the United States or any other jurisdictions in which the parties to this Agreement operate, as any of the foregoing laws have been, or shall hereafter be, amended, renewed, extended, or replaced and all other present and future legal requirements of any Governmental Authority governing, addressing, relating to, or attempting to eliminate, terrorist acts and acts of war and any regulations promulgated pursuant thereto.

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of any Revolving Loan or the Term Loan (or any portion thereof):

(a) From the Effective Date until September 30, 2020 (the "Initial Applicable Margin Period"), the relevant Applicable Margin shall be set at Level II in the table below.

(b) After the Initial Applicable Margin Period, the relevant Applicable Margin shall be set at the respective level indicated below based upon the Total Leverage Ratio of the Loan Parties set forth opposite thereto, which ratio shall be calculated on the last day of the most recent fiscal quarter of the Parent and its Subsidiaries for which financial statements and a Compliance Certificate are received by the Agents and the Lenders in accordance with Section 7.01(a)(i) and Section 7.01(a)(iv):

Level	Total Leverage Ratio	Reference Rate Loans	LIBOR Rate Loans
I	Greater than or equal to 3.75 to 1:00	4.75%	6.75%
II	Greater than or equal to 2.75 to 1.00 and less than 3.75 to 1:00	4.50%	6.50%
III	Less than 2.75 to 1.00	4.25%	6.25%

(c) Subject to clause (d) below, the adjustment of the Applicable Margin (if any) will occur 2 Business Days after the date the Administrative Agent receives the applicable financial statements and a Compliance Certificate in accordance with Section 7.01(a)(i) and Section 7.01(a)(iv).

(d) Notwithstanding the foregoing:

(i) the Applicable Margin shall be set at Level I in the table above (x) upon the occurrence and during the continuation of an Event of Default, or (y) if for any period, the Administrative Agent does not receive the financial statements and certificates described in clause (c) above, for the period commencing on the date such financial statements and certificate were required to be delivered through the date on which such financial statements and certificate are actually received by the Administrative Agent and the Lenders; and

(ii) in the event that any financial statement or certificate described in clause (c) above is inaccurate (regardless of whether this Agreement or any Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any fiscal period, then the Applicable Margin for such fiscal period shall be adjusted retroactively (to the effective date of the determination of the Applicable Margin that was based upon the delivery of such inaccurate financial statement or certificate) to reflect the correct Applicable Margin, and the Borrowers shall promptly make payments to the Agents and the Lenders to reflect such adjustment.

"Applicable Prepayment Premium" means, as of any date of determination, with respect to and in the event of any prepayment of the Term Loans, (a) during the period of time from and after the Effective Date up to and including the date that is the first anniversary of the Effective Date, an amount equal to 2.00% times the principal amount of any such prepayment of the Term Loan on such date, (b) during the period of time after the date that is the first anniversary of the Effective Date up to and including the date that is the second anniversary of the Effective Date, an amount equal to 1.00% times the principal amount of any such prepayment of the Term Loan on such date, and (c) from the second anniversary of the Effective Date and at all times thereafter, zero.

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Collateral Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit D hereto or such other form reasonably acceptable to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary,

president, executive vice president, vice president or manager of such Person or any other officer of such Person designated as an "Authorized Officer" by any of the foregoing officers in a writing delivered to the Agents.

"Availability" means, at any time, the difference between (a) the Total Revolving Credit Commitment and (b) the aggregate outstanding principal amount of all Revolving Loans.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors

"Board" means the Board of Governors of the Federal Reserve System of the United States.

"Board of Directors" means, (a) with respect to any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) with respect to a partnership, the board of directors or equivalent governing body of the general partner of the partnership, (c) with respect to a limited liability company, the managing member or members or any controlling committee or board of managers of such company or the sole member or the managing member thereof, and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Borrower" and "Borrowers" have the meanings specified therefor in the preamble hereto. As of the Effective Date, the Administrative Borrower is the only Borrower under this Agreement.

"Business Day" means (a) for all purposes other than as described in clause (b) below, any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close, and (b) with respect to the borrowing, payment or continuation of, or determination of interest rate on, LIBOR Rate Loans, any day that is a Business Day described in clause (a) above and on which dealings in Dollars may be carried on in the interbank eurodollar markets in New York City and London.

"Capital Expenditures" means, with respect to any Person for any period, the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed and including all Capitalized Lease Obligations added during such period; provided, that the term "Capital Expenditures" shall not include any such expenditures which constitute (a) expenditures by the Parent or any of its Subsidiaries made in connection with the replacement, substitution or restoration of such Person's assets (i) to the extent financed from (A) insurance proceeds and other proceeds relating to the loss of property paid on account of the loss of or damage to, destruction of or condemnation of the assets being replaced or restored by such Person that has received such proceeds or (B) proceeds received by such Person from any Disposition permitted under this Agreement, in each case, so long as the Borrowers are permitted to reinvest such proceeds pursuant to Section 2.05(c)(viii) or (ii) with compensation awards arising from the taking by eminent domain or condemnation of the assets being replaced, (b) expenditures financed with the proceeds received from the sale or issuance of Equity Interests

to the Sponsor or any other Persons, (c) a Permitted Acquisition or any investment permitted hereunder, (d) expenditures that are accounted for as capital expenditures of such Person and that actually are paid for by a third party (excluding any Loan Party) and for which no Loan Party has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other person (whether before, during or after such period), and (e) the purchase price of equipment that is purchased substantially contemporaneously with the trade in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for the equipment being traded in at such time.

"Capitalized Lease" means, with respect to any Person, any lease of real or personal property by such Person as lessee which is (a) required under GAAP to be capitalized on the balance sheet of such Person or (b) a transaction of a type commonly known as a "synthetic lease" (i.e., a lease transaction that is treated as an operating lease for accounting purposes but with respect to which payments of rent are intended to be treated as payments of principal and interest on a loan for Federal income tax purposes).

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Equivalents" means

(a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within 1 year from the date of acquisition thereof;

(b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group or Moody's Investors Service, Inc.;

(c) commercial paper, maturing not more than 1 year after the date of issue rated P-1 by Moody's or A-1 by Standard & Poor's;

(d) certificates of deposit maturing not more than 1 year after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000;

(e) deposit accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation;

(f) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof;

(g) debt securities with maturities of 6 months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above;

(h) money market accounts maintained with mutual funds having assets in excess of $500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and

(i) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party (other than the Excluded Accounts) maintained at one or more Cash Management Banks listed on Schedule 8.01.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"CEA" means the Commodity Exchange Act (7 U.S.C.§1 et seq.), as amended from time to time, and any successor statute.

"Cerberus" has the meaning specified therefor in the preamble hereto. "CFTC" means the Commodity Futures Trading Commission.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) at any time prior to a public offering of any Equity Interests of the Parent or any parent company of the Parent, (i) the Permitted Holders cease beneficially and of record to own and control, directly or indirectly, at least 51% on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent, (ii) the Sponsor ceases beneficially and of record to own and control, directly or indirectly, at least 33% on a fully

diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent or (iii) the Sponsor ceases beneficially and of record to own and control, directly or indirectly, the largest percentage on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent necessary to nominate or elect a majority of the Board of Directors of the Parent;

(b) at any time after a public offering of any Equity Interests of the Parent or any parent company of the Parent, the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act), other than a Permitted Holder, of beneficial ownership of more than the greater of (x) 35% of the aggregate outstanding voting power of the Equity Interests of the Parent and (y) the percentage on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent then owned by the Permitted Holders;

(c) at any time after a public offering of any Equity Interests of the Parent or any parent company of the Parent, during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Parent (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of the Parent was approved by a vote of at least a majority the directors of the Parent then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of the Parent;

(d) the Parent shall cease to have, directly or indirectly, the aggregate beneficial ownership (as defined in Rule13d-3 under the Exchange Act) of at least the percentage of the aggregate voting power or economic power of the Equity Interests of each other Loan Party held by it on the Effective Date (or, with respect to any Subsidiary that becomes a Loan Party after the Effective Date, on the date such Subsidiary becomes a Loan Party hereunder), other than pursuant to a transaction permitted under Section 7.02(c) of this Agreement; or

(e) at any time after a public offering of any of the Equity Interests of the Parent or any parent company of the Parent (i) any Loan Party consolidates or amalgamates with or merges into another entity or conveys, transfers or leases all or substantially all of its property and assets to another Person, unless otherwise permitted hereunder or (ii) any entity consolidates or amalgamates with or merges into any Loan Party in a transaction pursuant to which the outstanding voting Equity Interests of such Loan Party are reclassified or changed into or exchanged for cash, securities or other property, other than any such transaction described in this clause (ii) in which either (A) in the case of any such transaction involving the Parent, no person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder has, directly or indirectly, acquired beneficial ownership of more than 35% of the aggregate outstanding voting Equity Interests of the Parent or (B) in the case of any such transaction involving a Loan Party other than the Parent, the Parent has beneficial ownership on a fully diluted basis of at least the same percentage of the aggregate voting and economic power of all Equity Interests of the resulting, surviving or transferee entity as it held prior to the date of such transaction.

"Club Ready Settlement" means the settlement agreement between Xponential Fitness LLC, ClubEssential Holdings, LLC and ClubReady, LLC pursuant to which ClubReady, LLC has agreed to reimbursement Xponential Fitness LLC for payments made in connection with third-party development labor in an amount not to exceed $2,000,000.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Loan Party upon which a Lien is granted or purported to be granted by such Loan Party as security for all or any part of the Obligations; provided, that the term "Collateral" shall not include any "Excluded Property" (as defined in the Security Agreement).

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Commitments" means, with respect to each Lender, such Lender's Revolving Credit Commitment and Term Loan Commitment.

"Competitor" means any Person which is a direct competitor of the Loan Parties or their Subsidiaries in the same or substantially similar line of business as the Loan Parties or their Subsidiaries as of the Effective Date, if, in each case, at the time of a proposed assignment or participation, Agents and the assigning Lender have been notified in writing by the Administrative Borrower that such a Person is a direct competitor of the Loan Parties or their Subsidiaries.

"Compliance Certificate" has the meaning specified therefor in Section 7.01(a)(iv).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(a) increased (without duplication) by the following, in each case (other than clauses (vii) and (ix)) to the extent deducted (and not added back) in determining Consolidated Net Income for such period:

(i) any provision for (or less any benefit, including income tax credits and refunds, from) income taxes (including franchise, gross receipts and single business taxes imposed in lieu of income taxes); plus

(ii) depreciation and amortization expense of such Person for such period; plus

(iii) the amount of any documented and clearly identifiable restructuring charges; provided that the amounts added to Consolidated EBITDA pursuant

to this clause (iii) shall not exceed the lesser of 5% of Consolidated EBITDA and $3,000,000 for any period; and provided further, that amounts added to Consolidated EBITDA pursuant to this clause (iii) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (vi) (other than pursuant to clause (vi)(1)) and clause (vii) shall not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter; plus

(iv) any other non-cash charges or adjustments, including (A) any write offs or write downs reducing Consolidated Net Income for such period, (B) equity-based awards compensation expense and expenses related to or associated with deferred compensation programs, (C) losses on sales, disposals or abandonment of, or any impairment charges or asset write-down or write-off related to, intangible assets, long-lived assets, inventory and investments in debt and equity securities, (D) all losses from investments recorded using the equity method, (E) charges for facilities closed prior to the applicable lease expiration, and (F) non-cash expenses in connection with new studio or other facility openings and closings; plus

(v) the amount of (i) board of directors fees not to exceed $500,000 in the aggregate for such period and (ii) any Permitted Management Fees and related indemnities and expenses paid or accrued in such period under the Management Agreement, in each case, to the extent permitted hereunder; plus

(vi) (1) all fees, costs, charges or expenses in connection with Permitted Acquisitions and other Investments permitted hereunder (including Acquisitions consummated prior to the Effective Date), whether or not such acquisitions are consummated; provided, (A) with respect to Permitted Acquisitions and other Investments permitted hereunder that are consummated, such fees, costs, charges or expenses (a) are incurred within 120 days following the consummation of such acquisition or Investment and (b) shall not exceed $1,500,000 for any period, and (B) with respect to acquisitions and Investments which are not consummated, the aggregate amount of such fees, costs, charges or expenses added back shall not exceed $750,000 in the aggregate for such period and (2) the amount of extraordinary, nonrecurring or unusual losses (including all fees and expenses relating thereto), charges or expenses, integration costs, transition costs, pre- opening, opening, consolidation and closing costs for facilities or studios, costs and operating expenses incurred in connection with any strategic initiatives or attributable to the implementation of cost saving initiatives, costs or accruals or reserves incurred in connection with Permitted Acquisitions and whether or not such acquisitions are consummated) whether on, after or prior to the Effective Date, other business optimization expenses (including costs and expenses relating to business optimization programs and new systems design and implementation costs), severance costs and expenses, one-time compensation charges, retention or completion bonuses, executive recruiting costs,

consulting fees, restructuring costs and reserves, and curtailments or modifications to pension and postretirement employee benefit plans; provided, that the amounts added to Consolidated EBITDA pursuant to this clause (vi)(2) shall not exceed the lesser of 17.5% of Consolidated EBITDA and $11,000,000 for such period; and provided further, that amounts added to Consolidated EBITDA pursuant to this clause (vi) (other than pursuant to clause (vi)(1)) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (iii) and clause (vii) shall not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter; plus

(vii) the amount of "run-rate" cost savings, cost synergies and operating expense reductions related to restructurings, or cost savings initiatives that are projected by the Administrative Borrower in good faith to result from Permitted Acquisitions and Investments permitted hereunder with respect to which all actions have been taken and factual support has been provided to Lenders, in each case, during the 12 month period following such Permitted Acquisition or Investment (provided that in each case, such cost savings, cost synergies or operating expense reductions shall be certified by management of the Administrative Borrower and calculated on a pro forma basis as though such cost savings, cost synergies or operating expense reductions had been realized on the first day of such period), net of the amount of actual benefits realized from such actions during such period (it is understood and agreed that "run-rate" means the full recurring benefit that is associated with any action taken (which adjustments shall exclude the annualization of any studio royalties); provided that such cost savings, cost synergies and operating expenses are reasonably identifiable and factually supportable; and provided further that the amounts added to Consolidated EBITDA pursuant to this clause shall not exceed the lesser of 7.5% of Consolidated EBITDA and $4,000,000 for such period; and provided further, that amounts added to Consolidated EBITDA pursuant to this clause (vii) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (iii) and clause (vi) (other than pursuant to clause (vi)(1)) shall not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter; plus

(viii) any non-cash costs or expense incurred by the Parent or a Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement; plus

(ix) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (b) below for any previous period and not added back; plus

(x) Consolidated Interest Expense for such period; plus

(xi) to the extent covered by insurance and actually reimbursed in cash, expenses with respect to liability or casualty events; plus

(xii) any proceeds of a business interruption insurance claim actually received in cash and solely to the extent replacing lost profits; plus

(xiii) any losses or start-up costs or expenses (excluding marketing costs and expenses funded or reasonably and in good faith expected to be funded with amounts contributed by franchisees in to marketing funds) incurred and reducing Consolidated Net Income for such period; provided that with respect to any test period, such amounts (A) be solely and directly attributable to any brand acquired by the Parent or any other Loan Party during the trailing twelve month period following the acquisition of such brand, (B) shall not exceed an amount equal to (i) $2,000,000 in the aggregate for any period ending after December 31, 2019 but on or prior to March 31, 2020, (ii) $1,000,000 in the aggregate for any period ending after March 31, 2020 but on or prior to June 30, 2020 and (iii) $0 in the aggregate for any period ending after June 30, 2020 and (C) be supported by documentation to the satisfaction of the Administrative Agent; plus

(xiv) solely to the extent not duplicative of amounts added back pursuant to clauses (i) through (xiii) above, addbacks identified in the RSM quality of earnings report dated February 27, 2020; plus

(xv) non-recurring Pure Barre Studio refresh expenses in an aggregate amount not to exceed $15,000,000; plus

(xvi) non-cash losses related to the fair value accounting of contingent liabilities including earn-outs; plus

(xvii) marketing expenses in an aggregate amount not to exceed (i) $1,750,000 for the period ending on March 31, 2020, (ii) $1,500,000 for the period ending on June 30, 2020, (iii) $1,000,000 for the period ending on September 30, 2020, and (iv) $0 for any period ending thereafter;

(b) decreased (without duplication) by the following, in each case to the extent included in determining Consolidated Net Income for such period:

(i) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding anynon-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period; plus

(ii) any non-cash gains with respect to cash actually received in a prior period unless such cash did not increase Consolidated EBITDA in such prior period; plus

(iii) extraordinary gains and unusual ornon-recurring gains (less all fees and expenses relating thereto); plus

(iv) non-cash gains related to the fair value accounting of contingent liabilities including earn-outs;

(v) in each case to the extent included in determining such Consolidated Net Income for such period and without duplication, the amount of positive Consolidated EBITDA of Subsidiaries that have not guaranteed the Obligations hereunder and provided Liens on their assets securing the Obligations for such period;

(c) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of FASB Accounting Standards Codification 460, Guarantees.

For purposes of determining compliance with any financial test or ratio hereunder, Consolidated EBITDA (computed in accordance with the terms of this definition) of any Subsidiary acquired in a Permitted Acquisition by the Parent or any of its Subsidiaries during such period shall be included in determining Consolidated EBITDA of the Parent and its Subsidiaries for any period as if such Subsidiary was acquired at the beginning of such period. Notwithstanding the foregoing, the amount added to Consolidated EBITDA pursuant to clauses (a)(iii), (a)(vi) (other than pursuant to clause (a)(vi)(1)), (a)(vii) and (a)(xiii) may in the aggregate not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter.

Notwithstanding the foregoing, for each of the periods set forth below, Consolidated EBITDA shall be the amount set forth opposite such period:

APPLICABLE PERIOD	CONSOLIDATED EBITDA
Fiscal Quarter ended March 31, 2019	$ 17,129,000
Fiscal Quarter ended June 30, 2019	$ 14,284,000
Fiscal Quarter ended September 30, 2019	$ 15,085,000
Fiscal Quarter ended December 31, 2019	$ 15,280,000

"Consolidated Funded Indebtedness" means, with respect to any Person at any date and without duplication, all Indebtedness of such Person of the type described in clauses (a), (c), (e), (f) and (i) (to the extent (x) guaranteeing Indebtedness of the type described in clause (a), (c), (e) or (f) of the definition of Indebtedness or (y) consisting of Indebtedness with respect to

earn-outs or other deferred payments in respect of Acquisitions consummated prior to the Effective Date and listed on Schedule 1.01(B)) of the definition of Indebtedness, determined on a consolidated basis in accordance with GAAP, including, in any event, but without duplication, with respect to Parent and its Subsidiaries, the Loans and the amount of their Capitalized Lease Obligations.

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; provided, however, that the following shall be excluded (without duplication): (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary, (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation, and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries. On any date of determination, (a) at any time prior to September 30, 2021, the Consolidated Net Income will be measured on a Modified Cash Basis and (b) at any time on or after September 30, 2021 the Consolidated Net Income will be measured on a GAAP accrual basis.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates (other than the Loan Parties) of such Person, debt extinguishment costs, lender and agency fees and other loan servicing fees, Unused Line Fee, write-downs of deferred financing costs and original issue discount, commissions and fees with respect to letters of credit, imputed interest on Capitalized Leases and similar items), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take- or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property,

assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any indemnities on product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith. All existing Contingent Obligations constituting earn-outs or other deferred payments in respect of Acquisitions consummated prior to the Effective Date are listed on Schedule 1.01(B).

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"DDTL Commitment Expiration Date" means the earliest to occur of (a) the date on which the Delayed Draw Term Loan Commitments have been fully drawn, (b) June 28, 2020, (c) the date on which the Delayed Draw Term Loan Commitments are terminated and permanently reduced to zero in accordance with Section 2.05(a)(iii) and (d) the date of the acceleration of the Loans in accordance with the terms of this Agreement.

"DDTL Unused Commitment Fee" has the meaning specified therefor in Section 2.06(c).

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Defaulting Lender" means any Lender that (i) has failed to fund any portion of the Loans required to be funded by it hereunder within one Business Day of the date required to be funded by it hereunder and has not cured such failure prior to the date of determination, (ii) has otherwise failed to pay over to any Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, and has not cured such failure prior to the date of determination, or (iii) has been deemed insolvent or become the subject of an Insolvency Proceeding.

"Delayed Draw Term Loan" means, collectively, the loans made by the Delayed Draw Term Loan Lenders to the Borrowers pursuant to Section 2.01(a)(iii).

"Delayed Draw Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make a Delayed Draw Term Loan to the Borrower in the amount set forth under the heading 'Delayed Draw Term Loan' in Schedule 1.01(A) hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Delayed Draw Term Loan Lender" means a Lender with a Delayed Draw Term Loan Commitment or a Delayed Draw Term Loan.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells, assigns, transfers or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person, excluding any sales of Inventory in the ordinary course of business on ordinary business terms.

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the date which is 91 days after the Final Maturity Date, (b) is convertible into or exchangeable for (i) debt securities or (ii) any Equity Interests referred to in clause (a) above, in each case at any time prior to the date which is 91 days after the Final Maturity Date, (c) contains any repurchase obligation that may come into effect either (i) prior to payment in full of all Obligations (other than unasserted contingent indemnification Obligations) or (ii) prior to the date that is 91 days after the Final Maturity Date or (d) provides for scheduled payments or the payment of cash dividends or distributions prior to the date that is 91 days after the Final Maturity Date; provided, however, that any Equity Interests that would not constitute Disqualified Equity Interests but for provisions thereof giving holders thereof (or the holders of any security into or for which such Equity Interests is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Equity Interests upon the occurrence of a Change of Control or a Disposition occurring prior to the date which is 91 days after the Final Maturity Date shall not constitute Disqualified Equity Interests if such Equity Interests provide that the issuer thereof will not redeem any such Equity Interests pursuant to such provisions prior to the date which is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary incorporated or organized under the laws of the United States of America, any state thereof or the District of Columbia.

"Effective Date" means February 28, 2020, the first date on which each of the conditions precedent set forth in Section 5.01 shall have been satisfied (or waived) in a manner reasonably satisfactory to the Agents.

"Effectiveness Date" means the date indicated in a document or agreement to be the date on which such document or agreement becomes effective, or, if there is no such indication, the date of execution of such document or agreement.

"Eligible Contract Participant" means an "eligible contract participant" as defined in the CEA and regulations thereunder.

"Eligibility Date" means, with respect to each Borrower and Guarantor and each Swap, the date on which this Agreement or any other Loan Document becomes effective with respect to such Swap (for the avoidance of doubt, the Eligibility Date shall be the Effectiveness Date of such Swap if this Agreement or any other Loan Document is then in effect with respect to such Borrower or Guarantor, and otherwise it shall be the Effectiveness Date of this Agreement and/or such other Loan Document(s) to which such Borrower or Guarantor is a party).

"Eligible Transferee" means (a) a Lender or any Affiliate of a Lender or a Related Fund, (b) a commercial bank organized under the laws of the United States, or any state thereof, and having total assets or net worth in excess of $100,000,000, (c) a commercial bank organized under the laws of any other country which is a member of the Organization for Economic Cooperation and Development or a political subdivision of any such country and which has total assets or net worth in excess of $100,000,000, provided that such bank is acting through a branch or agency located in the United States, (d) a finance company, insurance company, or other financial institution or fund (other than an Affiliated Lender) that is engaged in making, purchasing, or otherwise investing in commercial loans in the ordinary course of its business and having (together with its Affiliates) total assets or net worth in excess of $100,000,000, and (e) any Affiliated Lender. No natural person (or any entity organized for the benefit of a natural person) shall be an Eligible Transferee.

"Employee Plan" means an employee benefit plan (other than a Multiemployer Plan) covered by Title IV of ERISA and maintained (or that was maintained at any time during the 6 calendar years preceding the date of any borrowing hereunder) for employees of any Loan Party or any of its ERISA Affiliates.

"Environmental Actions" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other written communication from any Person or Governmental Authority to any Loan Party or any of its Subsidiaries involving violations of Environmental Laws or Releases of Hazardous Materials (a) from any assets, properties or businesses owned or operated by any Loan Party or any of its Subsidiaries or any predecessor in interest; (b) from adjoining properties or businesses; or (c) onto any facilities which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries or any predecessor in interest.

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as such laws may be amended or otherwise modified from time to time, and any other Requirement of Law, permit, license or other binding determination of any Governmental Authority imposing liability or establishing standards of conduct for protection of the environment or other binding government restrictions relating to the protection of the environment or the Release, deposit or migration of any Hazardous Materials into the environment.

"Environmental Liabilities and Costs" means all liabilities, monetary obligations, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigations and feasibility studies), fines, penalties, sanctions and interest which relate to any environmental condition on or a Release of Hazardous Materials from or onto (i) any property presently or formerly owned by any Loan Party or any of its Subsidiaries or (ii) any facility which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities and Costs.

"Equity Interest" means (a) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, and (b) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Parent of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" within the meaning of Sections 414(b), (c), (m) and (o) of the Internal Revenue Code.

"Event of Default" means any of the events set forth in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated EBITDA of such Person and its Subsidiaries for such period, less (b) the sum of (without duplication):

(i) all cash principal payments made pursuant to Sections 2.03(b) and 2.05(c)(v) and (vii) and all cash principal payments on other Indebtedness (other than the Loans) of such Person or any of its Subsidiaries during such period to the extent such other Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement (but, in the case of revolving loans, only to the extent that the revolving loan commitment in respect thereof is permanently reduced by the amount of such payments),

(ii) all Consolidated Net Interest Expense to the extent paid or payable in cash during such period,

(iii) all payments paid in cash during such period on account of Capital Expenditures and Permitted Acquisitions by such Person and its Subsidiaries to the extent permitted to be made under this Agreement (excluding Capital Expenditures and Permitted Acquisitions to the extent financed through the incurrence of Indebtedness or through the issuance of Equity Interests),

(iv) all scheduled loan servicing fees and other similar fees in respect of Indebtedness of such Person or any of its Subsidiaries paid in cash during such period,

(v) income taxes paid in cash or payable by such Person and its Subsidiaries for such period and any Tax Distributions,

(vi) the aggregate amount paid by the Loan Parties and their Subsidiaries in cash during such period on account of Permitted Acquisitions (excluding the portion of such payments financed through the incurrence of Indebtedness or through the issuance of Equity Interests),

(vii) the excess, if any, of Working Capital at the end of such period minus Working Capital at the beginning of such period (or minus the excess, if any, of Working Capital at the beginning of such period minus Working Capital at the end of such period),

(viii) amounts on account of reserves or accruals established in purchase accounting,

(ix) the amount of Restricted Payments paid in cash pursuant to Section 7.02(h) during such period,

(x) Permitted Management Fees paid during such period to the extent permitted under Section 7.02(h), and

(xi) [Intentionally Omitted];

(xii) any Investments made in accordance with the terms of this Agreement, in each case except to the extent financed with the proceeds of long-term Indebtedness (other than Revolving Loans); and

(xiii) all other cash items added back to calculate Consolidated EBITDA during such period.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Accounts" means any Petty Cash Account and any other deposit account used for (a) funding payroll or segregating payroll taxes or funding other employee wage or benefit payments, (b) segregating 401(k) contributions or contributions to an employee stock purchase plan or (c) funding other employee health and benefit plans.

"Excluded Hedge Liability or Liabilities" means, with respect to each Borrower and Guarantor, each of its Swap Obligations if, and only to the extent that, all or any portion of this Agreement or any Other Document that relates to such Swap Obligation is or becomes illegal under the CEA, or any rule, regulation or order of the CFTC, solely by virtue of such Borrower's and/or Guarantor's failure to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap. Notwithstanding anything to the contrary contained in the foregoing or in any other provision of this Agreement or any Other Document, the foregoing is subject to the following provisos: (a) if a Swap Obligation arises under a master agreement governing more than one Swap, this definition shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guaranty or security interest is or becomes illegal under the CEA, or any rule, regulations or order of the CFTC, solely as a result of the failure by such Borrower or Guarantor for any reason to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap; (b) if a guarantee of a Swap Obligation would cause such obligation to be an Excluded Hedge Liability but the grant of a security interest would not cause such obligation to be an Excluded Hedge Liability, such Swap Obligation shall constitute an Excluded Hedge Liability for purposes of the guaranty but not for purposes of the grant of the security interest; and (c) if there is more than one Borrower or Guarantor executing this Agreement or the Other Documents and a Swap Obligation would be an Excluded Hedge Liability with respect to one or more of such Persons, but not all of them, the definition of Excluded Hedge Liability or Liabilities with respect to each such Person shall only be deemed applicable to (i) the particular Swap Obligations that constitute Excluded Hedge Liabilities with respect to such Person, and (ii) the particular Person with respect to which such Swap Obligations constitute Excluded Hedge Liabilities.

"Excluded Subsidiary" means (a) any Immaterial Subsidiary, (b) any Non-Wholly Owned Subsidiary, (c) any Subsidiary that is prohibited or restricted by law, rule or regulation or by any contractual obligation from providing a guarantee or that would require a governmental (including regulatory) or third party consent, approval, license or authorization in order to provide such guarantee (including under any financial assistance, corporate benefit, thin capitalization, capital maintenance, liquidity maintenance or similar legal principles), it being understood that the Parent and its Subsidiaries shall have no obligation to obtain any such consent, approval, license or authorization, (d) any Foreign Subsidiary and (e) any other Subsidiary designated as such by the Administrative Agent in writing at the request of the Administrative Borrower, such designation to be granted in the reasonable discretion of the Administrative Agent.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profit Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.08, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Sections 2.08(d) or (e) and (d) any withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Agent" means Monroe Capital Management Advisors, LLC.

"Existing Credit Facility" means that certain Second Amended and Restated Credit Agreement, dated as of October 25, 2018 (as amended, restated, supplemented or otherwise modified prior to the Effective Date), by and among the Administrative Borrower, St. Gregory Holdco, LLC, the other Loan Parties signatories thereto, the Existing Lenders and the Existing Agent, together with all other documents and instruments relating thereto.

"Existing Lenders" means the lenders party to the Existing Credit Facility.

"Extraordinary Receipts" means any cash received by Parent or any of its Subsidiaries in connection with the following: (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance and insurance claim refunds (excluding (i) insurance proceeds received which are owed to a third party (including legal, accounting and other professional and transaction fees arising from events giving rise to such proceeds) that is not an Affiliate of Parent or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into by the Loan Parties or their Subsidiaries from time to time in the ordinary course of business, (ii) so long as no Event of Default has occurred and is continuing, business interruption insurance proceeds (if any) and (iii) insurance proceeds received by the Parent or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (excluding, any portion thereof that represents out-of-pocket expenses by such Person), (e) condemnation

awards (and payments in lieu thereof) (excluding any portion thereof that represents out-of- pocket expenses by such Person) and (f) indemnity payments to the extent the amount received is not required to be remitted to any other Person (other than any Affiliate of Parent or any of its Subsidiaries) and to the extent such proceeds exceed the loss, damages, fees, costs and expenses incurred by or actual remediation and replacement costs of the applicable Loan Party or Subsidiary in connection with any such matter.

"Facility" means a parcel of real property owned in fee simple and described on Schedule 6.01(o), including, without limitation, the land on which such facility or office is located, all buildings and other improvements thereon, all fixtures located at or used in connection with such facility or office, all whether now or hereafter existing.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code, any intergovernmental agreement entered into in connection with the foregoing and any legislation, regulations or official rules or practices adopted pursuant to any such intergovernmental agreement.

"FCPA" has the meaning specified therefor in Section 6.01(jj).

"Federal Funds Effective Rate" for any day shall mean the rate per annum (based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1%) announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank (or any successor) in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the "Federal Funds Effective Rate" as of the date of this Agreement; provided, if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the "Federal Funds Effective Rate" for such day shall be the Federal Funds Effective Rate for the last day on which such rate was announced.

"Fee Letter" means the fee letter, dated as of the Effective Date, among the Borrowers and the Collateral Agent

"Final Maturity Date" means the earliest of (i) February 28, 2025, (ii) the date on which all Loans shall become due and payable in accordance with the terms of this Agreement, and (iii) the payment in full of all Obligations (other than contingent indemnification obligations as to which no claim has been made) and the termination of all Commitments.

"Financial Statements" means (a) the audited consolidated balance sheet of the Parent and its Subsidiaries for the Fiscal Year ended December 31, 2018, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (b) the unaudited consolidated balance sheet of the Parent and its Subsidiaries for the thirteen months ended January 31, 2020, and the related consolidated statement of operations, shareholder's equity and cash flows for the thirteen months then ended.

"Fiscal Year" means the fiscal year of the Parent and its Subsidiaries ending on December 31 of each year.

"Flow of Funds Agreement" means a Flow of Funds Agreement, in form and substance reasonably satisfactory to the Collateral Agent, by and among the Loan Parties, the Agents, the Lenders and the other Persons party thereto, and the funds flow memorandum attached thereto describing the sources and uses of all cash payments in connection with the Transactions. Subsidiary.

"Foreign Subsidiary" means any Subsidiary of the Parent that is not a Domestic Subsidiary.

"Franchise" means a franchise or licensing arrangement subject to a Franchise Agreement for the operation of a Franchised Location.

"Franchise Agreements" means any franchise agreements whether now existing or hereafter entered into by the Parent or any of its Subsidiaries and related to the franchising of the business of operating a Franchised Location, and all other agreements with any Franchisee, sub-franchisee or similar Person to which any Loan Party is a party, in each case, related to the franchising of the business of operating a Franchised Location, all as amended or modified from time to time.

"Franchise Collections" mean those collections of the Parent and its Subsidiaries derived from any Accounts Receivable, however evidenced, constituting payment obligations, revenue, profits, income, royalties, finder's fees, and deferred sales fees payable to an obligor pursuant to the terms of any Franchise Agreements.

"Franchised Location" means a health and wellness facility owned and operated by a Loan Party or a Franchisee.

"Franchisee" means any franchisee under a Franchise Agreement.

"Funding Losses" has the meaning specified therefor in Section 2.09(e).

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purposes of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the Financial Statements, provided, further, that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of the financial covenant contained in Section 7.03 hereof, the Collateral Agent and the Administrative Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrowers after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the financial

covenant set forth in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred; provided that neither any Agent nor any Lender shall be entitled to receive any fees (other than reimbursement of their reasonable out-of-pocket expenses (including reasonable legal fees) pursuant to Section 12.04 hereof) in connection with such amendments.

"General Atlantic Investment" means receipt by the Parent of proceeds of a direct or indirect cash equity investment by General Atlantic LLC in an amount equal to no less than $80,000,000; provided, that all material terms and provisions of such investment shall be in form and substance reasonably satisfactory to the Agents.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture agreement, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization.

"Governmental Authority" means any nation or government, any Federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity acting within its legal authority and exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including, without limitation, the SEC.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict or award issued, made, rendered or entered by or with any Governmental Authority.

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" has the meaning specified therefor in the preamble hereto, it being understood and agreed that no Excluded Subsidiaries of the Parent shall be Guarantors.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in ARTICLE XI hereof and (b) each other guaranty, in form and substance reasonably satisfactory to the Collateral Agent, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means (a) any element, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, special waste, or solid waste under Environmental Laws; (b) any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined in or regulated as such by any Environmental Law and which is present in the environment in such quantity or state that it contravenes any Environmental Law; (c) petroleum and its refined products; (d) polychlorinated

biphenyls; (e) any substance exhibiting a hazardous waste characteristic, including, without limitation, corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and (f) any raw materials, building components (including, without limitation, asbestos-containing materials) and manufactured products containing hazardous substances listed or classified as such under Environmental Laws.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor, adjustable strike cap, adjustable strike corridor, cross-currency swap or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements, and (without limiting the generality of any of the foregoing) specifically including any foreign exchange transaction, including spot and forward foreign currency purchases and sales, listed or over-the-counter options on foreign currencies, non- deliverable forwards and options, foreign currency swap agreements, and currency exchange rate price hedging arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non- usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(b).

"Immaterial Subsidiary" means any Subsidiary or group of Subsidiaries identified in writing to the Agents that does not account for, on an aggregate basis, greater than 2.0% of the assets or greater than 2.0% of the revenues of the Parent and its Subsidiaries on a consolidated basis.

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables and accrued expenses or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days (180 days if a *bona fide* dispute exists in respect of such trade payable so long as adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP) after the date such payable was created); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property, (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities other than obligations and liabilities that are cash collateralized

on terms reasonably satisfactory to the Agents; (g) all net obligations and liabilities, calculated on a basis reasonably satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness, provided, however that if recourse in respect of any Indebtedness of the foregoing is limited to specific assets, then such Indebtedness shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the fair market value of the asset encumbered thereby as determined by such Person in good faith; provided further, that Indebtedness shall not include (i) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy warranties or other unperformed obligations of the seller of such asset, (ii) endorsements of checks or drafts arising in the ordinary course of business, (iii) preferred Equity Interests to the extent not constituting Disqualified Equity Interests, (iv) any earnout or similar purchase price obligation until such obligation becomes due and payable and required to be reflected on the balance sheet of such Person in accordance with GAAP, and (v) deferred fees and expenses payable under the Management Agreement. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer, so long as, in the case of a joint venture, such Indebtedness is recourse to any Loan Party. For the avoidance of doubt, "Indebtedness" shall exclude operating leases.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Ineligible Institutions" means (a) a Competitor, (b) those other entities designated in writing by the Administrative Borrower, delivered to the Collateral Agent and agreed to by the Collateral Agent or (c) in the case of clauses (a) and (b), any of their respective Affiliates that are (i) readily identifiable as Affiliates on the basis of their name or (ii) identified by name by the Administrative Borrower to the Collateral Agent in writing from time to time.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by the Loan Parties in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.

"Initial Term Loan" means, collectively, the loans made by the Initial Term Loan Lenders to the Borrowers on the Effective Date pursuant to Section 2.01(a)(ii).

"Initial Term Loan Commitment" means, with respect to each Initial Term Loan Lender, the commitment of such Lender to make the Initial Term Loan on the Effective Date to the Borrowers in the amount set forth under the heading "Initial Term Loan" in Schedule 1.01(A) hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement

"Initial Term Loan Lender" means a Lender with an Initial Term Loan Commitment or an Initial Term Loan.

"Interest Period" means, with respect to each LIBOR Rate Loan, a period commencing on the date of the making of such LIBOR Rate Loan (or the continuation of a LIBOR Rate Loan or the conversion of a Reference Rate Loan to a LIBOR Rate Loan) and ending 1, 2 or 3 months thereafter as selected by the Administrative Borrower; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the LIBOR Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is 1, 2 or 3 months after the date on which the Interest Period began, as applicable, and (e) the Administrative Borrower may not select an Interest Period which will end after the Final Maturity Date.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended (or any successor statute thereto) and the regulations thereunder.

"Inventory" means, with respect to any Person, all goods and merchandise of such Person, including, without limitation, all raw materials, work-in-process, packaging, supplies, materials and finished goods of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired.

"Investment" has the meaning specified therefor in Section 7.02(e); provided that the amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, less all returns of principal and other cash returns therefor.

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Domestic Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Landlord Waivers" has the meaning specified therefor in Section 7.01(m).

"Lease" means any lease of real property to which any Loan Party or any of its Subsidiaries is a party as lessor or lessee.

"Lender" has the meaning specified therefor in the preamble hereto.

"LIBOR" means, with respect to any LIBOR Rate Loan for any Interest Period, the London interbank offered rate as calculated by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) and obtained through a nationally recognized service such as the Dow Jones Market Service (Telerate) or Reuters (or on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the "Screen Rate"), or a comparable or successor rate that has been approved by the Administrative Agent, at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided, that, if the Screen Rate shall not be available at such time for such Interest Period (an "Impacted Interest Period") with respect to Dollars, then LIBOR shall be the Interpolated Rate at such time. "Interpolated Rate" means, at any time, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available in Dollars) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for Dollars) that exceeds the Impacted Interest Period, in each case, at such time.

"LIBOR Notice" means a written notice substantially in the form of Exhibit C.

"LIBOR Option" has the meaning specified therefor in Section 2.07(a).

"LIBOR Rate" means, for each Interest Period for each LIBOR Rate Loan, the greater of (a) the rate per annum determined by the Administrative Agent (rounded upwards if necessary, to the next 1/100%) by dividing (i) LIBOR for such Interest Period by (ii) 100% minus the Reserve Percentage and (b) 1.375% in the case of Term Loans and 1.375% in the case of Revolving Loans. The LIBOR Rate shall be adjusted on and as of the effective day of any change in the Reserve Percentage. If, at any time, the supervisor for the administrator of the offered rates referenced in the definition of LIBOR Rate or a Governmental Authority has made a public statement identifying a specific date after which the offered rates referenced in the definition of LIBOR Rate shall no longer be used for determining interest rates for loans (an "Alternative Interest Rate Election Event"), then the Administrative Agent and the Administrative Borrower shall endeavor to establish an alternate rate of interest to the LIBOR Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable. To the extent an alternate rate of interest is adopted as contemplated hereby, the approved rate shall be applied in a manner consistent with prevailing market convention; provided that, to the extent such prevailing market convention is not administratively feasible for the Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent and the

Administrative Borrower. From such time as an Alternative Interest Rate Election Event has occurred and is continuing until an alternate rate of interest has been determined in accordance with the terms and conditions of this paragraph, if any Notice of Borrowing requests a LIBOR Rate Loan, such Loan shall be made as a Base Rate Loan; provided that this sentence shall apply during such period only if the offered rate referenced in the definition of LIBOR Rate for such Interest Period is not available or published at such time on a current basis. Notwithstanding anything contained herein to the contrary, if such alternate rate of interest as determined in this paragraph is determined to be less than 1.375% per annum for Term Loans or 1.375% per annum for Revolving Loans, such rate shall be deemed to be 1.375% per annum for the purposes of this Agreement for Term Loans and 1.375% for the purposes of this Agreement for Revolving Loans.

"LIBOR Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the LIBOR Rate.

"Lien" means any mortgage, deed of trust, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security, but not including the interest of a lessor under a lease that is an operating lease.

"Loan" means the Term Loans or any Revolving Loan made by an Agent or a Lender to the Borrowers pursuant toARTICLE II hereof.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrowers, in which the Borrowers will be charged with all Loans made to, and all other Obligations incurred by, the Borrowers.

"Loan Document" means this Agreement, the Fee Letter, any Guaranty, any Joinder Agreement, any Mortgage, any Security Agreement, the Flow of Funds Agreement, the Intercompany Subordination Agreement, any Perfection Certificate, any collateral access agreement, any landlord subordination or waiver agreement, any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation.

"Loan Party" means any Borrower and any Guarantor.

"Management Agreement" means that certain Management Services Agreement, dated as of September 29, 2017, by and among TPG Growth III Management, LLC and H&W Investco Management LLC.

"Material Adverse Effect" means a material adverse effect on any of (a) the operations, business, assets, properties or financial condition of the Loan Parties taken as a whole, (b) the ability of the Loan Parties taken as a whole to perform any of their payment or reporting obligations under any Loan Document to which it is a party, (c) the legality, validity or enforceability against any Loan Party of this Agreement or any other material Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the

validity, perfection or priority of a Lien (other than the Collateral Agent's Lien on any Collateral the perfection of which is not required under the Loan Documents) in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any of the Collateral having a fair market value in excess of $2,000,000 (except to the extent resulting from any actions or inactions on the part of the Agents based upon timely receipt of information regarding the Loan Parties as required by this Agreement).

"Material Contract" means, with respect to any Person, (a) each contract or agreement to which that Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by that Person or that Subsidiary of $500,000 or more in any Fiscal Year; and (b) all other contracts or agreements as to which the breach, nonperformance, cancellation, or failure to renew (without contemporaneous replacement of substantially equivalent value) by any party could reasonably be expected to have a Material Adverse Effect.

"Material Real Estate Asset" means any individual real property owned in fee- simple, and the improvements thereto, located in the United States of America and having a fair market value (as determined by the Borrower in good faith after taking into account any liabilities with respect thereto that impact such fair market value) in excess of $500,000.

"Modified Cash Basis" means financial reporting on a GAAP accrual basis, except franchise territory sales and equipment sales will be recorded on a cash basis.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage, deed of trust or deed to secure debt, in form and substance reasonably acceptable to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent pursuant to Section 7.01(b), (o), (s) or otherwise.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding 6 years.

"Net Cash Proceeds" means, (a) with respect to any Disposition by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration but only as and when received) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (i) the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection with such Disposition (other than Indebtedness under this Agreement), (ii) reasonable expenses, attorneys' fees, accountants' fees, investment banking fees and other fees related thereto incurred by such Person or such Subsidiary in connection therewith, (iii) transfer taxes paid or reasonably estimated to be payable to any taxing authorities by such Person or such Subsidiary in connection therewith, and (iv) net income taxes to be paid or reasonably estimated to be payable in connection with such Disposition (after taking into account any tax credits or deductions and any tax sharing arrangements) or any Tax Distributions and (b) with respect to the issuance or incurrence of any

Indebtedness by any Person or any of its Subsidiaries, or an Equity Issuance, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary in connection therewith, after deducting therefrom only (i) reasonable expenses, attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other reasonable and customary fees and expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (ii) transfer taxes paid or reasonably estimated to be payable by such Person or such Subsidiary in connection therewith and (iii) net income taxes to be paid or reasonably estimated to be payable in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements) or any Tax Distributions; in each case of clause (a) and (b) to the extent, but only to the extent, that the amounts so deducted are (x) actually paid or payable to a Person that, except in the case of reasonable out-of-pocket expenses and tax payment, is not an Affiliate of such Person or any of its Subsidiaries and (y) properly attributable to such transaction or to the asset that is the subject thereof. Notwithstanding any of the foregoing, Net Cash Proceeds shall not include (A) the Net Cash Proceeds owed by a Loan Party to any third-party Person in which such Person has a joint equity interest in a Subsidiary of such Loan Party, (B) in the case of any Disposition or casualty event by a Non-Wholly Owned Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (B)) attributable to minority interests and not available for distribution to or for the account of the Borrower or any wholly- owned Subsidiary as a result thereof, (C) the amount of any reasonable reserve established in accordance with GAAP against any adjustment to the sale price or any liabilities (other than any taxes deducted pursuant to clauses (ii) or (iii) above) (1) related to any of the applicable assets and (2) retained by the Borrower or any of its Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such Disposition or casualty event occurring on the date of such reduction) and (D) any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition (provided that to the extent that any amounts are released from such escrow to a Borrower or a Subsidiary, such amounts net of any related expenses shall constitute Net Cash Proceeds).

"New Lending Office" has the meaning specified therefor in Section 2.08(d).

"New Subsidiary" has the meaning specified therefor in Section 7.01(b)(i).

"Non-U.S. Lender" has the meaning specified therefor in Section 2.08(d).

"Non-Qualifying Party" means any Borrower or any Guarantor that on the Eligibility Date fails for any reason to qualify as an Eligible Contract Participant.

"Non-Wholly Owned Subsidiary" means a Subsidiary of a Person that is not a Wholly-Owned Subsidiary.

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person. Notwithstanding any of the foregoing, Obligations shall not include any Excluded Hedge Liabilities.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" has the meaning specified therefor in Section 2.08(b).

"Parent" has the meaning specified therefor in the preamble hereto.

"Participant Register" has the meaning specified therefor in Section 12.07(g).

"Payment Office" means the Administrative Agent's office located at 875 Third Avenue, New York, New York, 10022 or at such other office or offices of the Administrative Agent in the United States as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Administrative Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Perfection Certificate" means a Perfection Certificate executed by the Administrative Borrower in form and substance reasonably acceptable to the Collateral Agent.

"Permitted Acquisition" means any Acquisition by a Loan Party or any Subsidiary of a Loan Party to the extent that each of the following conditions shall have been satisfied:

(a) the Borrowers shall have furnished to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Agent may reasonably request, including, without limitation, executed counterparts of the respective material agreements, instruments or other documents pursuant to which such

Acquisition is to be consummated (including, without limitation, any related management, non- compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of the Parent and its Subsidiaries after the consummation of such Acquisition, (iii) historical financial statements relating to the business or Person to be acquired evidencing positive Consolidated EBITDA on a pro forma basis (with such adjustments as the Agents agree to in good faith) for the four fiscal quarter period most recently ended prior to the date the Acquisition, (iv) a certificate of the chief financial officer of the Administrative Borrower, demonstrating on a pro forma basis compliance, as of the most recently ended fiscal quarter period for which financial statements have been or are required to be delivered hereunder, with all financial covenant set forth in Section 7.03 hereof after the consummation of such Acquisition, and (v) copies of such other agreements, instruments or other documents (including, without limitation, the Loan Documents required by Section 7.01(b)) as any Agent may reasonably request; provided, that with respect to an Acquisition in which the consideration is less than $7,500,000 (a "Limited Permitted Acquisition"), so long as the cash purchase price for such Limited Permitted Acquisition, when aggregated with the cash purchase price of all Limited Permitted Acquisitions (including the proposed Limited Permitted Acquisition) in any Fiscal Year does not exceed $15,000,000, the Borrowers shall only be required to furnish to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition, board materials containing material financial information with respect to such Acquisition provided to the Board of Directors of such Loan Party or its Subsidiaries;

(b) the agreements, instruments and other documents in connection with such Acquisition shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the seller or sellers, or other obligation of the seller or sellers (except for Permitted Indebtedness and obligations incurred in the ordinary course of business in operating the property so acquired and necessary and desirable to the continued operation of such property and except for Indebtedness that either (x) is permitted to be incurred pursuant to Section 7.02(c) or (y) the Agents, with the consent of the Required Lenders, otherwise expressly consent to in writing after their review of the terms of the proposed Acquisition), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(c) any Subsidiary to be acquired or formed as a result of such Acquisition shall be engaged in a similar business (or reasonably related thereto) as the Loan Parties and such Subsidiary will be a directly owned Subsidiary of a Loan Party (it being understood that such Subsidiary may have Foreign Subsidiaries, so long as the principal operations and material assets of the acquired business reside in the United States);

(d) such Acquisition shall be effected in such a manner so that the acquired Equity Interests or assets are owned either by a Loan Party or a directly owned Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party, the continuing or surviving Person shall be such Loan Party or shall become a Loan Party, or Section 7.02(e) shall otherwise be complied with;

(e) any such Subsidiary (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b); and

(f) no Event of Default shall have occurred and be continuing and none shall exist immediately after giving effect thereto; and

(g) the purchase price for such Acquisition shall not exceed $7,500,000, and, when aggregated with the purchase price of all Permitted Acquisitions (including the proposed Acquisition) consummated after the Effective Date, shall not exceed $15,000,000, provided that the portion (if any) of such purchase price funded with (x) Equity Interests of the Administrative Borrower or any parent company or Subsidiary of the Administrative Borrower or (y) the proceeds of equity contributions made by the Sponsor after the Effective Date shall, in each case, be excluded from the purchase price limitations set forth in this clause (g);

(h) after giving pro forma effect to such proposed Acquisition, the Total Leverage Ratio of the Parent and its Subsidiaries for the most recent fiscal quarter for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv) shall not exceed 3.45 to 1.00; and

(i) immediately after giving effect to such Acquisition, Availability shall not be less than $5,000,000.

"Permitted Dispositions" means:

(a) Dispositions of obsolete or worn-out equipment in the ordinary course of business, provided that (i) the Net Cash Proceeds of such Dispositions does not exceed $500,000 in the aggregate in any Fiscal Year and $1,000,000 in the aggregate prior to the Final Maturity Date and (ii) in all cases, are applied in accordance with Section 2.05(c)(v);

(b) Dispositions of assets from any Loan Party or any of its Subsidiaries to any other Loan Party (other than the Parent) or any of its Subsidiaries, provided that, the aggregate amount of all Dispositions by a Loan Party to a Subsidiary of a Loan Party that is not a Loan Party under this clause (b) does not exceed $1,000,000 prior to the Final Maturity Date;

(c) leases or subleases of real property and licenses or sublicenses of intellectual property in the ordinary course of business which do not materially interfere with the business of the Loan Parties and their Subsidiaries in an aggregate amount not to exceed $750,000 during the term of this Agreement;

(d) Dispositions of equipment to the extent that such property is (i) exchanged for fair market value for credit against the purchase price of, or (ii) sold for fair market value in the ordinary course of business for, similar replacement or upgraded property;

(e) Dispositions by the Loan Parties and their Subsidiaries of real property not to exceed $100,000 in the aggregate;

(f) Dispositions (including discounts, cancellation or forgiveness) of Accounts Receivable in connection with compromise, write-down or collection thereof in the

ordinary course of business to the extent permitted under this Agreement or in connection with the bankruptcy or reorganization of the applicable Account Debtors and Dispositions of any securities received in any such bankruptcy or reorganization;

(g) (i) the lapse of registered intellectual property of the Loan Parties and their Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of intellectual property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii), such lapse is not materially adverse to the interests of the Secured Parties or the business of any Loan Party or any of its Subsidiaries;

(h) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(i) Dispositions of obsolete, surplus, uneconomical worn out or not useful property in the ordinary course of business;

(j) to the extent constituting a Disposition, the making of Investments permitted by Section 7.02(e) and Restricted Payments permitted by Section 7.02(h) and the granting of Permitted Liens and the issuance of Equity Interests (other than Disqualified Equity Interests);

(k) any surrender, waiver, settlement, compromise, modification or release of contractual rights in the ordinary course of business, or the settlement, release or surrender of tort or other claims of any kind; and

(l) Dispositions of Investments in joint ventures or Non-Wholly Owned Subsidiary to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture or similar parties set forth in joint venture arrangements and/or similar binding arrangements;

(m) Dispositions of Investments permitted by Section 7.02(e)(xx); and

(n) Dispositions by the Borrowers and their Subsidiaries not otherwise permitted under clauses (a) through (m); provided that (i) the aggregate fair market value of all property Disposed of in reliance on this clause (l) (x) in any Fiscal Year shall not exceed $1,000,000 and (y) prior to the Final Maturity Date shall not exceed $2,000,000 and (ii) at least 75% of the purchase price for such asset shall be paid to the applicable Borrower or its Subsidiary in cash.

"Permitted Cure Equity" means Qualified Equity Interests of the Parent.

"Permitted Holder" means the Sponsor, LCAT Franchise Fitness Holdings, General Atlantic LLC and their respective Affiliates and Related Funds.

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents (including any guarantees hereof or thereof);

(b) any other Indebtedness listed on Schedule 7.02(b), and the extension of maturity, refinancing or modification of the terms thereof; provided, however, that (i) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than with respect to fees and expenses incurred for such refinancing, extension or modification) and (ii) no Loan Party or Subsidiary of a Loan Party that was not liable with respect to the Indebtedness prior to its refinancing or modification shall be liable with respect to such Indebtedness after giving effect to its refinancing or modification (a "Permitted Refinancing");

(c) (i) Indebtedness evidenced by Capitalized Lease Obligations listed on Schedule 7.02(c) and (ii) other Capitalized Lease Obligations entered into after the Effective Date in order to finance Capital Expenditures made by the Loan Parties and their Subsidiaries so long as such Indebtedness, when aggregated with the principal amount of all Indebtedness incurred under this clause (c) and clause (d) of this definition, does not exceed $1,000,000 outstanding at any time;

(d) Indebtedness permitted by clause (e)(i) of the definition of "Permitted Lien";

(e) Indebtedness permitted under Section 7.02(e);

(f) Subordinated Indebtedness in the aggregate principal amount at any time outstanding not to exceed $1,500,000 and any Permitted Refinancing thereof;

(g) Indebtedness of the Loan Parties or any of their respective Subsidiaries under any Hedging Agreement so long as such Hedging Agreements are used solely as a part of such Person's normal business operations as a risk management strategy or hedge against changes resulting from market operations and not as a means to speculate for investment purposes on trends and shifts in financial or commodities markets;

(h) Indebtedness in respect of guarantees by a Loan Party in respect of Indebtedness of any other Loan Party or any of its Subsidiaries permitted hereunder;

(i) Indebtedness owed by one Loan Party or any of its Subsidiaries to another Loan Party or any of its Subsidiaries, so long as the making of the loan or other advance by the Loan Party that is acting as the lender is permitted hereunder;

(j) Indebtedness incurred in the ordinary course of business in connection with cash pooling, netting and cash management arrangements consisting of overdrafts or similar arrangements; provided that any such Indebtedness does not consist of Indebtedness for borrowed money and is owed to the financial institutions providing such arrangements and such Indebtedness is extinguished within sixty (60) days;

(k) Indebtedness arising out of the issuance of surety, stay, customs or appeal bonds, letters of credit, bank guarantees and performance bonds and performance and completing guarantees or other similar obligations, in each case incurred in the ordinary course of business in connection with workers' compensation, health, disability or other employee benefits,

environmental obligations or property, casualty or liability insurance of Loan Parties and their Subsidiaries and in connection with other surety and performance bonds in the ordinary course of business, and reimbursement obligations in respect of any of the foregoing;

(l) Indebtedness of any of the Loan Parties or any of their respective Subsidiaries thereof consisting of (x) repurchase obligations with respect to Equity Interests of such Person issued to the directors, consultants, managers, officers and employees of any of the Loan Parties or any of their respective Subsidiaries thereof arising upon the death, disability or termination of employment of such director, consultant, manager, officer or employee to the extent such repurchase is permitted under Section 7.02(h) and (y) promissory notes issued by any of the Loan Parties or any of their respective Subsidiaries thereof to directors, consultants, managers, officers and employees (or their spouses or estates) of any of the Loan Parties or any of their respective Subsidiaries thereof to purchase or redeem Equity Interests of such of the Loan Parties or any of their respective Subsidiaries issued to such director, consultant, manager, officer or employee to the extent such purchase or redemption is permitted under Section 7.02(h);

(m) Indebtedness of a Subsidiary acquired after the Effective Date or an entity merged into or consolidated or amalgamated with a Loan Party or any Subsidiary after the Effective Date, and Indebtedness assumed in connection with the acquisition of assets, which Indebtedness exists at the time of such acquisition, merger or consolidation or amalgamation and is not created in contemplation of such event and where such acquisition, merger or consolidation or amalgamation is otherwise permitted under this Agreement;

(n) additional unsecured Indebtedness of the Loan Parties and their Subsidiaries in an aggregate principal amount not to exceed $1,500,000 at any one time outstanding;

(o) Indebtedness in respect of letters of credit issued by third party financial institutions, so long as the maximum aggregate principal amount of such Indebtedness shall not exceed $500,000;

(p) Indebtedness permitted under Section 9.02;

(q) Indebtedness in respect of earn-outs, purchase price adjustments and other similar payment obligations under agreements entered into in connection with Permitted Acquisitions (and not related to any Acquisition consummated prior to the Effective Date);

(r) Indebtedness incurred in respect of credit cards, credit card processing services, debt cards, stored value cards, purchase cards (including so-called “procurement cards” or “P-cards”) or other similar cash management services, in each case, incurred in the ordinary course of business;

(s) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price,non-compete or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(t) to the extent constituting Indebtedness, deferred compensation to employees of the Loan Parties incurred in the ordinary course of business; and

(u) Indebtedness consisting of the financing of insurance premiums to the extent non-recourse (other than to the insurance premiums).

"Permitted Investments" means Cash Equivalents.

"Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c);

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than forty-five (45) days or which are bonded or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a); provided, that (i) no such Lien shall at any time be extended to cover any additional property not subject thereto on the Effective Date and (ii) the principal amount of the Indebtedness secured by such Liens shall not be extended, renewed, refunded or refinanced unless such extension, renewal, refunding or refinancing is a Permitted Refinancing;

(e) (i) purchase money Liens on equipment or other assets acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure the purchase price of such equipment or other assets or term loan Indebtedness incurred solely for the purpose of financing the acquisition of such equipment or other assets or (ii) Liens existing on such equipment or other assets at the time of its acquisition; provided, however, that, in case of both clause (i) and (ii) above, (A) no such Lien shall extend to or cover any other property of any Loan Party or any of its Subsidiaries, (B) the principal amount of the Indebtedness secured by any such Lien shall not exceed the lesser of 100% of the fair market value (as calculated at the time of the acquisition of such property) or the cost of the property so held or acquired and (C) the aggregate principal amount of Indebtedness secured by any or all such Liens shall not exceed the principal amount of all Indebtedness incurred under clause (c)(ii) of the definition of Permitted Indebtedness;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due or to the extent contested in good faith by proper proceedings

which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP;

(g) easements, zoning restrictions, survey defects, covenants, conditions, restrictions and similar encumbrances on real property and minor irregularities in the title thereto (and any renewal, replacement, or extension thereof) that do not materially impair the use of such property by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens (and any renewal, replacement, or extension thereof) on real property or equipment securing Indebtedness permitted by subsection (c) of the definition of Permitted Indebtedness;

(i) Liens in the ordinary course of business of a collection bank arising underSection 4-210 of the Uniform Commercial Code on items in the course of collection;

(j) Liens arising by operation of law under Article 2 of the UCC in favor of a reclaiming seller of goods or buyer of goods;

(k) brokers' Liens, bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by any Borrower, Guarantor or Subsidiary thereof (including any restriction on the use of such cash and Cash Equivalents), in each case, granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, including any such Liens or rights of setoff securing amounts owing in the ordinary course of business to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements;

(l) intellectual property licenses, sub-licenses and other similar encumbrances incurred in the ordinary course of business that do not materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of any Borrower, Guarantor or Subsidiary thereof in an aggregate amount not to exceed $750,000;

(m) any exceptions (and any renewal, replacement, or extension thereof) in the Title Insurance Policy for any real property and any other exceptions raised by the title insurer in the title insurance commitment that are omitted from such Title Insurance Policy;

(n) Liens securing judgments for the payment of money not constituting an Event of Default underSection 9.01(k);

(o) any interest or title of a lessor under any lease or sublease entered into by any Loan Party or any of their Subsidiaries as permitted under this Agreement or in the ordinary course of business and any financing statement filed in connection with any such lease or sublease;

(q) Liens on cash collateral securing Indebtedness in respect of letters of credit permitted under clause (o) of the definition of "Permitted Indebtedness";

(r) Liens on assets of the applicable acquired subsidiary securing Indebtedness permitted under clause (m) of the definition of "Permitted Indebtedness";

(s) Liens in respect of interests in joint ventures; and

(t) other Liens (other than Liens securing Indebtedness) outstanding in an aggregate principal amount not to exceed $750,000.

"Permitted Management Fees" means, at any time prior to an initial public offering, so long as (a) no Event of Default has occurred and is continuing and (b) immediately before and after giving effect to such payment, (i) Availability plus Qualified Cash is greater than or equal to $2,000,000 and (ii) the Total Leverage Ratio of the Loan Parties is less than or equal to the then applicable Total Leverage Ratio required under Section 7.03 for the most recent fiscal quarter for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv), all monitoring or consulting fees payable by any Loan Party pursuant to the Management Agreement in an aggregate amount not to exceed in any Fiscal Year $750,000; provided, that any Permitted Management Fees not paid, due to the failure to satisfy the payment conditions set forth in clauses (i) and (ii) above, shall be deferred and may be paid or distributed when such payment conditions have been satisfied.

"Permitted Refinancing" has the meaning specified therefor in clause (b) of the definition of "Permitted Indebtedness".

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Account" means one or more deposit accounts holding a maximum amount of funds on deposit in all such deposit accounts not to exceed $500,000 in the aggregate.

"Plan" means any Employee Plan or Multiemployer Plan.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus two percent (2.00%).

"Projections" has the meaning set forth in Section 7.01(a)(vii).

"Pro Rata Share" means:

(a) with respect to a Lender's obligation to make Revolving Loans and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Revolving Credit Commitment, by (ii) the Total Revolving Credit Commitment, provided, that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans (including Agent Advances);

(b) with respect to a Lender's obligation to make the Initial Term Loan and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Initial Term Loan Commitment, by (ii) the Total Initial Term Loan Commitment, provided that if the Total Initial Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Initial Term Loan and the denominator shall be the aggregate unpaid principal amount of the Initial Term Loan;

(c) with respect to a Lender's obligation to make a Delayed Draw Term Loan and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Delayed Draw Term Loan Commitment, by (ii) the Total Delayed Draw Term Loan Commitment, provided that if the Total Delayed Draw Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Delayed Draw Term Loan and the denominator shall be the aggregate unpaid principal amount of the Delayed Draw Term Loan;

(d) with respect to all other matters (including, without limitation, the indemnification obligations arising underSection 10.05), the percentage obtained by dividing (i) the sum of such Lender's Revolving Credit Commitment, Delayed Draw Term Loan Commitment and the unpaid principal amount of such Lender's portion of the Term Loans, by (ii) the sum of the Total Revolving Credit Commitment, the Total Delayed Draw Term Loan Commitment and the aggregate unpaid principal amount of the Term Loans, provided, that, if such Lender's Revolving Credit Commitment shall have been reduced to zero, such Lender's Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Agent Advances) and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of all Revolving Loans (including Agent Advances),

provided, that in the case of (a) and (b) above, the portion of Revolving Loans or the Term Loan held or deemed held by any Affiliated Lender, in each case, shall be excluded for the purposes of making a determination of Pro Rata Share to the extent such term is used to determine any voting rights of the Lenders.

"Public Company Costs" means charges, expenses and costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and charges, expenses and costs in anticipation of, or preparation for, compliance with the provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange for companies with listed equity or debt securities, including directors' or managers' compensation, fees and expense reimbursement, costs, expenses and charges relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"Qualified Cash" means, as of any date of determination, the amount of unrestricted cash and Cash Equivalents of Parent and its consolidated Subsidiaries held in Cash Management Accounts subject to Account Control Agreements.

"Qualified ECP Loan Party" means each Borrower or Guarantor that on the Eligibility Date is (a) a corporation, partnership, proprietorship, organization, trust, or other entity other than a "commodity pool" as defined in Section 1a(10) of the CEA and CFTC regulations thereunder that has total assets exceeding $10,000,000 or (b) an Eligible Contract Participant that can cause another person to qualify as an Eligible Contract Participant on the Eligibility Date under Section 1a(18)(A)(v)(II) of the CEA by entering into or otherwise providing a "letter of credit or keepwell, support, or other agreement" for purposes of Section 1a(18)(A)(v)(II) of the CEA.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" has the meaning specified therefor in Section 7.01(o).

"Recipient" means (a) the Administrative Agent or (b) any Lender.

"Reference Rate" means, for any day, a rate per annum equal to the highest of (a) 4.75% per annum, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% per annum, (c) the LIBOR Rate (which rate shall be calculated based upon an Interest Period of 1 month and shall be determined on a daily basis) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(d).

"Registered Loans" has the meaning specified therefor in Section 12.07(d).

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, a fund or account managed by the investment advisor or investment manager of such Person.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Related Party Assignment" has the meaning specified therefor in Section 12.07(b).

"Related Party Register" has the meaning specified therefor in Section 12.07(d).

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in the ambient air, soil, surface or ground water, or property.

"Released Loan Party" has the meaning specified therefor in Section 12.25.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; (c) perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or (d) perform any other actions authorized by 42 U.S.C. § 9601.

"Replacement Lender" has the meaning specified therefor in Section 4.03(a).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Amount" has the meaning specified therefor in Section 2.09(i)(i).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (d) of the definition thereof) aggregate at least 50.1%.

"Requirements of Law" means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case that are applicable to and legally binding upon such Person or any of its property.

"Reserve Percentage" means, on any day, for any Lender, the maximum percentage prescribed by the Board (or any successor Governmental Authority) for determining

the reserve requirements (including any basic, supplemental, marginal, or emergency reserves) that are in effect on such date with respect to eurocurrency funding (currently referred to as "Eurocurrency Liabilities") of that Lender, but so long as such Lender is not required or directed under applicable regulations to maintain such reserves, the Reserve Percentage shall be zero.

"Restricted Payment" has the meaning specified therefor in Section 7.02(h).

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrowers in the amount set forth opposite such Lender's name in Schedule 1.01(A) hereto, as such amount may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Revolving Loan" means a loan made by a Lender to the Borrowers pursuant to Section 2.01(a)(i).

"Revolving Loan Lender" means a Lender with a Revolving Credit Commitment.

"Revolving Loan Obligations" means any Obligations with respect to the Revolving Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, or debarred person under any of the U.S. Anti-Money Laundering and Anti-Terrorism Laws.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time.

"Securitization" has the meaning specified therefor in Section 12.07(j).

"Security Agreement" means a Pledge and Security Agreement made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably acceptable to the Collateral Agent, securing the Obligations and delivered to the Collateral Agent.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person on a going concern basis is not less than the total amount of the liabilities of such Person, (b) the present fair salable value of the assets of such Person on a going concern basis is not less than the amount that will be required to pay the

probable liability of such Person on its existing debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

"Sponsor" means Snapdragon Capital Partners LLC and their Controlled Investment Affiliates (but excluding any portfolio company thereof).

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of S&P Global Inc. and any successor thereto.

"Subordinated Indebtedness" means Indebtedness (including without limitation, Indebtedness obtained to finance a Permitted Acquisition) of any Loan Party; provided that such Indebtedness (a) has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents by the execution and delivery of a subordination agreement, in form and substance reasonably satisfactory to the Administrative Agent, (b) does not mature prior to the date that is 91 days after the Final Maturity Date, (c) has no scheduled amortization or payments, repurchases or redemptions of principal prior to the date that is 91 days after the Final Maturity Date, and (d) contains covenants that are no more restrictive than those contained herein.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person.

"Swap" means any "swap" as defined in Section 1a(47) of the CEA and regulations thereunder other than (a) a swap entered into on, or subject to the rules of, a board of trade designated as a contract market under Section 5 of the CEA, or (b) a commodity option entered into pursuant to CFTC Regulation 32.3(a).

"Swap Obligation" means any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap.

"Tax Distributions" has the meaning specified therefor in Section 7.02(h)(A).

"Tax Group" has the meaning specified therefor in Section 7.02(h)(A).

"Tax Receivable Agreement" means a customary tax receivable agreement among Xponential Fitness, Inc., Parent and the "Members" party thereto, as such agreement may be amended or otherwise modified from time to time to the extent (solely in the event of amendments or modifications that are materially adverse to the interests of the Lenders, it being understood that any modification that would increase the obligations of the Parent and its Subsidiaries thereunder by more than 10% would be deemed materially adverse to the interests of the Lenders) approved in writing by the Collateral Agent.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan" and "Term Loans" means, collectively, the Initial Term Loan and the Delayed Draw Term Loans, individually or collectively, as the context requires.

"Term Loan Commitment" means, collectively, the Initial Term Loan Commitment and the Delayed Draw Term Loan Commitment.

"Term Loan Lender" means a Lender with a Term Loan Commitment or a Term Loan.

"Term Loan Obligations" means any Obligations with respect to the Term Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Termination Event" means (a) a Reportable Event with respect to any Employee Plan, (b) any event that causes any Loan Party or any of its ERISA Affiliates to incur liability under Section 515 (other than for payment of timely contributions to one or more Multiemployer Plans), 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 of the Internal Revenue Code, (c) the filing of a notice of intent to terminate an Employee Plan or the treatment of an Employee Plan amendment as a termination under Section 4041 of ERISA, (d) the institution of proceedings by the PBGC to terminate an Employee Plan, or (e) any other event or condition that could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Employee Plan.

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance reasonably satisfactory to the Collateral Agent, together with all reasonable and customary endorsements as the Collateral Agent may reasonably request to the extent the same are available in the applicable jurisdiction at commercially reasonable rates, provided however that (i) in lieu of a zoning endorsement the Collateral Agent shall accept a zoning report from a nationally recognized zoning report provider and (ii) an ALTA 9, Comprehensive Endorsement, shall not

be required if not available at a nominal rate, issued by or on behalf of a title insurance company reasonably satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an amount equal to 115% of the fair market value of the Material Real Estate Asset covered thereby, delivered to the Collateral Agent.

"Total Commitment" means the sum of the Total Revolving Credit Commitment and the Total Term Loan Commitment.

"Total Delayed Draw Term Loan Commitment" means the sum of the amounts of the Delayed Draw Term Loan Commitments.

"Total Initial Term Loan Commitment" means the sum of the amounts of the Lenders' Initial Term Loan Commitments.

"Total Leverage Ratio" means, on any date of determination, the ratio of (a) the amount of Consolidated Funded Indebtedness of the Parent and its Subsidiaries on such date to (b) Consolidated EBITDA of the Parent and its Subsidiaries for the four consecutive fiscal quarter period ending prior to such date.

"Total Revolving Credit Commitment" means the sum of the amounts of the Lenders' Revolving Credit Commitments.

"Total Term Loan Commitment" means the sum of the amounts of the Total Initial Term Loan Commitments and the Total Delayed Draw Term Loan Commitments.

"Transactions" means, collectively, the transactions to occur on or about the Effective Date pursuant to the Loan Documents, including (a) the execution, delivery and performance of the Loan Documents and the making of the Loans hereunder, (b) the payment in full of the Existing Credit Facility, (c) the consummation of the Permitted Holder Contribution, and (d) the payment of all fees and expenses to be paid on or prior to the Effective Date and owing in connection with the foregoing.

"Transferee" means any Agent or any Lender (or any transferee or assignee thereof, including a participation holder.

"Uniform Commercial Code" has the meaning specified therefor in Section 1.03.

"Unused Line Fee" has the meaning specified therefor in Section 2.06(a).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Internal Revenue Code.

"WARN" has the meaning specified therefor in Section 6.01(z).

"Working Capital" means at any date of determination thereof, (i) the sum, for any Person and its Subsidiaries on a consolidated basis, of (A) the current expected balance of all Accounts Receivable of such Person and its Subsidiaries as at such date of determination, plus (B) the aggregate book value of all Inventory of such Person and its Subsidiaries as at such date of determination, plus (C) the aggregate amount of prepaid expenses and other current assets of such Person (other than cash and Cash Equivalents) and its Subsidiaries as at such date of determination, minus (ii) the sum, for such Person and its Subsidiaries, of (X) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (Y) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (but, excluding from accounts payable and accrued expenses, the current portion of long-term debt and all accrued interest, taxes and management fees).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction. References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing (which may include e-mail) pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing (which may include e-mail) by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the

Agents and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to the actual knowledge of the chief executive officer, president, chief financial officer, treasurer, assistant treasurer or general counsel of the Administrative Borrower, but in any event, with respect to financial matters, the chief executive officer, chief financial officer or treasurer of Administrative Borrower. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder. For purposes of covenant compliance, the amount of any Investment by a Loan Party or any of its Subsidiaries in any other Loan Party or Subsidiary of a Loan Party shall be the greater of (i) the amount actually invested decreased by management fees and distributions representing a return of capital with respect to such Investment received by a Loan Party or a Subsidiary and (ii) zero.

Section 1.04 Accounting and Other Terms. (a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP applied on a basis consistent with those used in preparing the Financial Statements. All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Administrative Agent and the Administrative Borrower may otherwise agree in writing.

(b) For purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, (i) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 840 (or any other similar promulgation or methodology under GAAP with respect to the same subject matter as FASB ASC 840) on the definitions and covenants herein, GAAP as in effect on December 31, 2016 shall be applied and (ii) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Parent and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrowers or the Required Lenders shall so request, the Administrative Agent and the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders and the Borrowers); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrowers shall provide to the Administrative Agent and the

Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Agent or any Lender, such period shall in any event consist of at least one full day.

ARTICLE II

THE LOANS

Section 2.01 Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth:

(i) each Revolving Loan Lender severally agrees to make Revolving Loans to the Borrowers at any time and from time to time from the Effective Date to the Final Maturity Date, or until the earlier reduction of its Revolving Credit Commitment to zero in accordance with the terms hereof, in an aggregate principal amount of Revolving Loans at any time outstanding not to exceed the amount of such Lender's Revolving Credit Commitment;

(ii) each Initial Term Loan Lender severally agrees to make the Initial Term Loan to the Borrowers on the Effective Date, in an aggregate principal amount equal to the amount of such Initial Term Loan Lender's Initial Term Loan Commitment; and

(iii) each Delayed Draw Term Loan Lender severally agrees to make the Delayed Draw Term Loans to the Borrower on any Business Day prior to the DDTL Commitment Expiration Date in Dollars in a principal amount not to exceed its Delayed Draw Term Loan Commitment; provided that the Delayed Draw Term Loans shall be advanced to the Borrower in a single draw.

(b) Notwithstanding the foregoing:

(i) No Revolving Loans will be advanced on the Effective Date.

(ii) Immediately after the Effective Date, the aggregate principal amount of Revolving Loans outstanding at any time to the Borrowers shall not exceed the Total Revolving Credit Commitment. The Revolving Credit Commitment of each Lender shall automatically and permanently be reduced to zero on the Final Maturity Date. Within the foregoing limits, the Borrowers may borrow, repay and reborrow Revolving Loans, immediately after the Effective Date and prior to the Final Maturity Date, subject to the terms, provisions and limitations set forth herein.

(iii) The aggregate principal amount of the Initial Term Loan made on the Effective Date shall not exceed the Total Initial Term Loan Commitment. Any principal amount of the Initial Term Loan which is repaid or prepaid may not be reborrowed.

(iv) The aggregate principal amount of the Delayed Draw Term Loans made hereunder shall not exceed the Total Delayed Draw Term Loan Commitment. Any principal amount of the Delayed Draw Term Loans which is repaid or prepaid may not be reborrowed.

(v) The aggregate principal amount of all Loans outstanding at any time to the Borrowers shall not exceed the Total Commitment.

Section 2.02 Making the Loans. (a) The Administrative Borrower shall give the Administrative Agent prior telephonic notice (promptly confirmed in writing, in substantially the form of Exhibit B hereto (a "Notice of Borrowing")), not later than 12:00 noon (New York time) on the date which is three (3) Business Days prior to the date of the proposed Loan (in the case of a LIBOR Rate Loan), or not later than 12:00 noon (New York time) on the date which is one (1) Business Day prior to the date of the proposed Loan (in the case of a Reference Rate Loan); provided, however that the Administrative Borrower shall provide the Administrative Agent with no less than fifteen (15) days prior written notice of a request to borrow a Delayed Draw Term Loan. Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount and type of the proposed Loan, (ii) the proposed borrowing date, which must be a Business Day, and, with respect to the Initial Term Loan, must be the Effective Date, (iii) whether the proposed Loan is to be a Reference Rate Loan or a LIBOR Rate Loan, and (iv) in the case of a LIBOR Rate Loan, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period". The Administrative Agent and the Lenders may act without liability upon the basis of written, facsimile or telephonic notice believed by the Administrative Agent in good faith to be from the Administrative Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Administrative Borrower to the Administrative Agent). Each Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of any such telephonic Notice of Borrowing, absent manifest error. The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrowers until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrowers shall be bound to make a borrowing in accordance therewith. Each Revolving Loan shall be made in a minimum amount of $500,000 and shall be in an integral multiple of $500,000. The Delayed Draw Term Loan shall be made in an amount equal to $15,000,000. The Borrowers shall have not more than seven (7) LIBOR Rate Loans in effect at any given time.

(c)

(i) Except as otherwise provided in this subsection 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Initial Term Loan Commitment, the Total Delayed Draw Term Loan Commitment and the Total Revolving Credit Commitment, as the case may be, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Notwithstanding any other provision of this Agreement, and in order to reduce the number of fund transfers among the Borrowers, the Agents and the Lenders, the Borrowers, the Agents and the Lenders agree that the Administrative Agent may (but shall not be obligated to), and the Borrowers and the Lenders hereby irrevocably authorize the Administrative Agent to, fund, on behalf of the Revolving Loan Lenders, Revolving Loans pursuant to Section 2.01, subject to the procedures for settlement set forth insubsection 2.02(d); provided, however, that (A) the Administrative Agent shall in no event fund any such Revolving Loans if the Administrative Agent shall have received written notice from the Collateral Agent or the Required Lenders on the Business Day prior to the date of the proposed Revolving Loan that one or more of the conditions precedent contained in Section 5.02 will not be satisfied at the time of the proposed Revolving Loan, and (B) the Administrative Agent shall not otherwise be required to determine that, or take notice whether, the conditions precedent in Section 5.02 have been satisfied. If the Administrative Borrower gives a Notice of Borrowing requesting a Revolving Loan and the Administrative Agent elects not to fund such Revolving Loan on behalf of the Revolving Loan Lenders, then promptly after receipt of the Notice of Borrowing requesting such Revolving Loan, the Administrative Agent shall notify each Revolving Loan Lender of the specifics of the requested Revolving Loan and that it will not fund the requested Revolving Loan on behalf of the Revolving Loan Lenders. If the Administrative Agent notifies the Revolving Loan Lenders that it will not fund a requested Revolving Loan on behalf of the Revolving Loan Lenders, each Revolving Loan Lender shall make its Pro Rata Share of the Revolving Loan available to the Administrative Agent, in immediately available funds, in the Administrative Agent's Account no later than 3:00 p.m. (New York time) (provided that the Administrative Agent requests payment from such Revolving Loan Lender not later than 1:00 p.m. (New York time)) on the date of the proposed Revolving Loan. The Administrative Agent will make the proceeds of such Revolving Loans available to the Borrowers on the day of the proposed Revolving Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Revolving Loans received by the Administrative Agent in the Administrative Agent's Account or the amount funded by the Administrative Agent on behalf of the Revolving Loan Lenders to be deposited in an account designated by the Administrative Borrower.

(iii) If the Administrative Agent has notified the Revolving Loan Lenders that the Administrative Agent, on behalf of the Revolving Loan Lenders, will not fund a particular Revolving Loan pursuant to subsection 2.02(c)(ii), the Administrative Agent may assume that each such Revolving Loan Lender has made such amount available to the Administrative Agent on such day and the Administrative Agent, in its sole discretion, may, but

shall not be obligated to, cause a corresponding amount to be made available to the Borrowers on such day. If the Administrative Agent makes such corresponding amount available to the Borrowers and such corresponding amount is not in fact made available to the Administrative Agent by any such Revolving Loan Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Effective Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrowers shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Administrative Borrower of such failure and the Borrowers shall promptly pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this subsection 2.02(c) shall be deemed to relieve any Revolving Loan Lender from its obligations to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrowers may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

(d) (i) With respect to all periods for which the Administrative Agent has funded Revolving Loans pursuant tosubsection 2.02(c), on Thursday of each week, or if the applicable Thursday is not a Business Day, then on the following Business Day, or such shorter period as the Administrative Agent may from time to time select (any such week or shorter period being herein called a "Settlement Period"), the Administrative Agent shall notify each Revolving Loan Lender of the unpaid principal amount of the Revolving Loans outstanding as of the last day of each such Settlement Period. In the event that such amount is greater than the unpaid principal amount of the Revolving Loans outstanding on the last day of the Settlement Period immediately preceding such Settlement Period (or, if there has been no preceding Settlement Period, the amount of the Revolving Loans made on the date of such Revolving Loan Lender's initial funding), each Revolving Loan Lender shall promptly (and in any event not later than 2:00 p.m. (New York time) if the Administrative Agent requests payment from such Lender not later than 12:00 noon (New York time) on such day) make available to the Administrative Agent its Pro Rata Share of the difference in immediately available funds. In the event that such amount is less than such unpaid principal amount, the Administrative Agent shall promptly pay over to each Revolving Loan Lender its Pro Rata Share of the difference in immediately available funds. In addition, if the Administrative Agent shall so request at any time when a Default or an Event of Default shall have occurred and be continuing, or any other event shall have occurred as a result of which the Administrative Agent shall determine that it is desirable to present claims against the Borrowers for repayment, each Revolving Loan Lender shall promptly remit to the Administrative Agent or, as the case may be, the Administrative Agent shall promptly remit to each Revolving Loan Lender, sufficient funds to adjust the interests of the Revolving Loan Lenders in the then outstanding Revolving Loans to such an extent that, after giving effect to such adjustment, each such Revolving Loan Lender's interest in the then outstanding Revolving Loans will be equal to its Pro Rata Share thereof. The obligations of the

Administrative Agent and each Revolving Loan Lender under this subsection 2.02(d) shall be absolute and unconditional. Each Revolving Loan Lender shall only be entitled to receive interest on its Pro Rata Share of the Revolving Loans which have been funded by such Revolving Loan Lender.

(ii) In the event that any Revolving Loan Lender fails to make any payment required to be made by it pursuant to subsection 2.02(d)(i), the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Effective Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrowers shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Administrative Borrower of such failure and the Borrowers shall promptly pay such corresponding amount to the Administrative Agent for its own account. Nothing in this subsection 2.02(d)(ii) shall be deemed to relieve any Revolving Loan Lender from its obligation to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrowers may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

Section 2.03 Repayment of Loans; Evidence of Debt (a) The outstanding principal amount of all Revolving Loans shall be due and payable on the Final Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(b) The outstanding principal of the Initial Term Loan shall be repayable, ratably, in consecutive quarterly installments, each such installment to be due and payable on the last day of each fiscal quarter, commencing with the fiscal quarter ending June 30, 2020, in an amount equal to $925,000; provided, however, that the last such installment shall be in the amount necessary to repay in full the unpaid principal amount of the Term Loan on the Final Maturity Date. The outstanding principal amount of the Delayed Draw Term Loan shall be repayable in quarterly installments on the last day of each fiscal quarter, commencing with the first fiscal quarter after the fiscal quarter in which the Delayed Draw Term Loan is drawn, in an amount equal to $75,000; provided, however, that the last such installment shall be in the amount necessary to repay in full the unpaid principal amount of the Delayed Draw Term Loan. The outstanding unpaid principal of the Term Loan and all accrued and unpaid interest thereon, shall be due and payable in full on the Final Maturity Date.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a note. In such event, the Borrowers shall execute and deliver to such Lender a note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns). Thereafter, the Loans evidenced by such note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more notes payable to the payee named therein and its registered assigns.

Section 2.04 Interest.

(a) Revolving Loans. Subject to the terms of this Agreement, at the option of the Administrative Borrower, each Revolving Loan shall be either a Reference Rate Loan or a LIBOR Rate Loan. Each Revolving Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each Revolving Loan that is a LIBOR Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Loan until repaid, at a rate per annum equal to the LIBOR Rate for the Interest Period in effect for such Loan plus the Applicable Margin.

(b) Term Loans. Subject to the terms of this Agreement, at the option of the Administrative Borrower, the Term Loans or any portion thereof shall be either a Reference Rate Loan or a LIBOR Rate Loan. Each portion of any Term Loans that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Term Loans until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each portion of any Term Loans that is a LIBOR Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Term Loans until repaid, at a rate per annum equal to the LIBOR Rate for the Interest Period in effect for such Term Loans (or such portion thereof) plus the Applicable Margin.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall, upon the election of the Required Lenders, bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate.

(d) Interest Payment. Interest on each Loan shall be payable monthly, in arrears, on the last day of each calendar month, commencing on the last day of the calendar month following the calendar month in which such Loan is made and at maturity (whether upon demand, by acceleration or otherwise). Interest at the Post-Default Rate shall be payable on demand. Each Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 4.02 with the amount of any interest payment due hereunder.

(e) General. All interest shall be computed on the basis of a year of 360 (or 365, in the case of Loans and other obligations accruing interest based on the Reference Rate) days for the actual number of days, including the first day but excluding the last day, elapsed.

Section 2.05 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments.

(i) Revolving Credit Commitments. The Total Revolving Credit Commitment shall terminate on the Final Maturity Date. The Borrowers may reduce the Total Revolving Credit Commitment in full or in part to an amount (which may be zero) not less than the sum of (A) the aggregate unpaid principal amount of all Revolving Loans then outstanding and (B) the aggregate principal amount of all Revolving Loans not yet made as to which a Notice of Borrowing has been given by the Administrative Borrower under Section 2.02, provided that in no event shall the Borrowers be permitted to reduce the Revolving Credit Commitment to an amount less than $5,000,000 (other than the permanent reduction of the Revolving Credit Commitment to zero). Each such reduction (1) shall be in an amount which is an integral multiple of $1,000,000, (2) shall be made by providing not less than one (1) Business Day's prior written notice to the Administrative Agent, (3) shall be irrevocable (except that such notice may be conditional) and (4) shall be accompanied by the payment of the Applicable Prepayment Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment (which shall be paid to Administrative Agent for the benefit of the Revolving Loan Lenders and shall be allocated among the Revolving Loan Lenders as they may separately agree among themselves). Once reduced, the Total Revolving Credit Commitment may not be increased. Each such reduction of the Total Revolving Credit Commitment shall reduce the Revolving Credit Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof.

(ii) Initial Term Loan. The Total Initial Term Loan Commitment shall terminate on the Effective Date after the funding of the Initial Term Loan by the Term Loan Lenders.

(iii) Delayed Draw Term Loan.

(A) Unless terminated sooner pursuant to Section 2.05(a)(iii)(C), the Total Delayed Draw Term Loan Commitment shall terminate at 5:00 p.m. (New York City time) on the DDTL Commitment Expiration Date.

(B) Upon at least one (1) Business Day's prior written notice (or such shorter period as shall be acceptable to the Administrative Agent) by the Administrative Borrower to the Administrative Agent, the Administrative Borrower shall have the right at any time and from time to time to terminate the Delayed Draw Term Loan Commitments and to permanently reduce to zero the remaining unfunded portion of the Delayed Draw Term Loan Commitments thereunder.

(b) Optional Prepayment.

(i) Revolving Loans. The Borrowers may, at any time and from time to time, prepay the principal of any Revolving Loan, in whole or in part.

(ii) Term Loans. The Borrowers may, at any time and from time to time, upon (x) in the case of LIBOR Rate Loans, at least three (3) Business Days' prior written notice to the Administrative Agent and (y) in the case of Reference Rate Loans, one (1) Business Day's prior written notice to the Administrative Agent, in each case to prepay the principal of the Term Loans, in whole or in part. Each prepayment made pursuant to this clause (b)(ii) shall be irrevocable (except that such notice may be conditional) and shall be accompanied by the payment of (A) accrued interest to the date of such payment on the amount prepaid, (B) the Applicable Prepayment Premium, if any, payable in connection with such prepayment of the Term Loan, (C) any amounts payable under Section 2.09 in connection with such prepayment of the Term Loans, and (D) if such prepayment would reduce the outstanding principal amount of the Term Loans to zero, all fees and other amounts which have accrued or otherwise become payable as of such date. Each such prepayment shall be applied pro rata against the remaining installments of principal due on the Term Loan.

(iii) [Intentionally Omitted].

(iv) Prepayment In Full. The Borrowers may, upon at least five (5) Business Days prior written notice to the Administrative Agent, terminate this Agreement by paying to the Administrative Agent, in cash, the Obligations (excluding any unasserted contingent indemnification Obligations), in full, plus the Applicable Prepayment Premium, if any, payable in connection with such termination of this Agreement. If the Administrative Borrower has sent a notice of termination pursuant to this clause (iv), then the Lenders' obligations to extend credit hereunder shall terminate and the Borrowers shall be obligated to repay the Obligations (excluding any unasserted contingent indemnification Obligations) in full, plus the Applicable Prepayment Premium, if any, payable in connection with such termination of this Agreement on the date set forth as the date of termination of this Agreement in such notice (except that such termination may be conditioned on the closing of a replacement financing facility).

(c) Mandatory Prepayment.

(i) The Borrowers will promptly (and in any event within two (2) Business Days) prepay the Revolving Loans at any time when the aggregate principal amount of all Revolving Loans exceeds the Total Revolving Credit Commitment, to the full extent of any such excess.

(ii) [Intentionally Omitted].

(iii) [Intentionally Omitted].

(iv) Within five (5) Business Days of delivery to the Agents and the Lenders of annual financial statements pursuant to Section 7.01(a)(ii), commencing with the delivery to the Agents and the Lenders of the financial statements for the Fiscal Year ended on December 31, 2020 (or, if such financial statements are not delivered to the Agents on the date such statements are required to be delivered pursuant to Section 7.01(a)(ii), five (5) Business Days after the date such statements are required to be delivered to the Agents pursuant toSection 7.01(a)(ii)), the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with clause (d) below in an amount equal to the result (if positive) of (1) 50% of the Excess Cash Flow of the Parent and its Subsidiaries for such Fiscal Year (provided, that Excess Cash Flow for the Fiscal Year ended on December 31, 2020 shall be calculated for the period commencing on the Effective Date and ending on December 31, 2020), *minus* (2) the amount of any voluntary prepayments of the Term Loans made during such Fiscal Year, *minus* (3) the amount of any voluntary prepayments of the Revolving Loans accompanied by a permanent reduction or termination of the Total Revolving Credit Commitment during such Fiscal Year.

(v) Subject to clause (viii) below, within five (5) Business Days following any Permitted Disposition (other than a Disposition pursuant to clauses (b), (c), (d), (f), (g), (h), (i), (j) and (k) of the definition of "Permitted Disposition") by any Loan Party or its Subsidiaries pursuant to Section 7.02(c)(ii), the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with clause (d) below in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such Permitted Disposition to the extent that the aggregate amount of Net Cash Proceeds received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed for all such Permitted Dispositions $500,000 in any Fiscal Year. Nothing contained in this subsection (v) shall permit any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii).

(vi) Upon the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrowers shall prepay the outstanding amount of the Loans in accordance with clause (d) below in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this subsection (vi) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(vii) Subject to clause (viii) below, within two (2) Business Days of the receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, the Borrowers shall prepay the outstanding principal of the Loans in accordance with clause (d) below an amount equal to 100% of such Extraordinary Receipts net of any reasonable expenses incurred in collecting such Extraordinary Receipts to the extent that the aggregate amount thereof received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed $750,000 in any Fiscal Year; provided, that the Loan Parties shall not be required to prepay the outstanding principal of the Loans in connection with the receipt of any Extraordinary Receipts with respect to the Club Ready Settlement in an aggregate amount not to exceed $2,000,000.

(viii) Notwithstanding the foregoing, with respect to Net Cash Proceeds received by any Loan Party or any of its Subsidiaries in connection with a Permitted Disposition or the receipt of Extraordinary Receipts consisting of insurance proceeds or condemnation awards that are required to be used to prepay the Obligations pursuant to Section 2.05(c)(v) or Section 2.05(c)(vii), as the case may be, up to $1,000,000 in the aggregate in any Fiscal Year of the Net Cash Proceeds from all such Permitted Dispositions and Extraordinary Receipts shall not be required to be so used to prepay the Obligations to the extent that such Net Cash Proceeds and Extraordinary Receipts are used to acquire, replace, repair or restore properties or assets used in the Parent's and its Subsidiaries' business, provided that, (A) no Event of Default has occurred and is continuing on the date such Person receives such Net Cash Proceeds or Extraordinary Receipts, (B) the Administrative Borrower delivers a certificate to the Administrative Agent within 30 days after the receipt of such Net Cash Proceeds or Extraordinary Receipts resulting from such Disposition or loss, destruction or taking, as the case may be, stating that such Net Cash Proceeds or Extraordinary Receipts shall be used to acquire, replace, repair or restore properties or assets used in such Person's business within a period specified in such certificate not to exceed two hundred and seventy (270) days after the date of receipt of such Net Cash Proceeds or Extraordinary Receipts (which certificate shall set forth estimates of the Net Cash Proceeds or Extraordinary Receipts to be so expended), (C) such Net Cash Proceeds or Extraordinary Receipts are (1) deposited in an account of a Loan Party listed on Schedule 6.01(v) or (2) used to prepay the Revolving Loans so long as a reserve is established in the amount of such prepayment which reserve shall be released only upon the reinvestment of such proceeds in accordance with the terms of this clause (viii), and (D) upon the earlier of (1) the expiration of the period specified in the relevant certificate furnished to the Administrative Agent pursuant to clause (B) above or (2) the occurrence of an Event of Default, such Net Cash Proceeds or Extraordinary Receipts, if not theretofore so used, shall be used to prepay the Obligations in accordance with Section 2.05(c)(v) or Section 2.05(c)(vii) as applicable.

(ix) Within three (3) Business Days after receipt by the Borrowers of the proceeds of any Permitted Cure Equity pursuant to Section 9.02 in respect of any noncompliance with the financial covenant set forth inSection 7.03, the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with Section 2.05(d) in an amount equal to 100% of such proceeds.

(d) Application of Payments. Each prepayment pursuant to subsections (c)(iv), (c)(v), (c)(vi), (c)(vii) and (c)(ix) above shall be applied first, to the Term Loan, until paid in full, and second, to the Revolving Loans (without any corresponding reduction to the Total Revolving Credit Commitment). Prepayments of the Term Loan shall be applied against the remaining installments of principal of the Term Loan (including the final payment of the Term Loan on the Final Maturity Date) in the inverse order of maturity.

(e) Interest and Fees. Any prepayment made pursuant to thisSection 2.05 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment, (ii) any Funding Losses (if any) payable pursuant to Section 2.09(e),

(iii) other than in the case of prepayments made pursuant to Sections 2.05(c)(i), (iv), (v), (vii) and (ix), the Applicable Prepayment Premium, if any, payable in connection with such prepayment of the Loans and (iv) if such prepayment would reduce the amount of the outstanding Loans to zero at a time when the Total Revolving Credit Commitment has been terminated, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.06.

(f) Cumulative Prepayments. Payments with respect to any subsection of this Section 2.05 are without duplication of payments made or required to be made under any other subsection of this Section 2.05.

Section 2.06 Fees.

(a) Unused Line Fee. From and after the Effective Date and until the Final Maturity Date, the Borrowers shall pay to the Administrative Agent for the account of the Revolving Loan Lenders, in accordance with their Pro Rata Share, an unused line fee (the "Unused Line Fee"), which shall accrue at the rate per annum of 0.50% on the excess, if any, of the Total Revolving Credit Commitment over the sum of the average principal amount of all Revolving Loans outstanding during the prior one month period and shall be payable monthly in arrears on the last day of each month commencing March 31, 2020.

(b) Applicable Prepayment Premium. Notwithstanding anything herein to the contrary, except as provided in Section 2.05(e), in the event of the termination of this Agreement and repayment of the Obligations at any time prior to the Final Maturity Date, for any reason, including (i) termination upon the election of the Required Lenders to terminate after the occurrence and during the continuation of an Event of Default (or, in the case of the occurrence of any Event of Default described in Section 9.01(f) or Section 9.01(g) with respect to any Loan Party, automatically upon the occurrence thereof), (ii) foreclosure and sale of Collateral, (iii) sale of the Collateral in any Insolvency Proceeding, or (iv) restructuring, reorganization, or compromise of the Obligations by the confirmation of a plan of reorganization or any other plan of compromise, restructuring, or arrangement in any Insolvency Proceeding, then, in view of the impracticability and extreme difficulty of ascertaining the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such early termination, and by mutual agreement of the parties as to a reasonable estimation and calculation of the lost profits or damages of the Agents and the Lenders, the Borrowers shall pay to the Administrative Agent, for the account of the Lenders in accordance with written agreements amongst the Collateral Agent, the Administrative Agent and the Lenders, the Applicable Prepayment Premium, if any, measured as of the date of such termination. The Loan Parties expressly agree that: (A) the Applicable Prepayment Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Prepayment Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Prepayment Premium; (D) the Loan Parties' agreement to pay the Applicable Prepayment Premium is a material inducement to Lenders to provide the Commitments and make the Loans; and (E) the Applicable Prepayment Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Agents and

the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such acceleration. No Applicable Prepayment Premium shall be due and owing (1) in connection with any prepayment of the Term Loan resulting from an initial public offering of the Parent that is consummated on or before the first anniversary of the Effective Date, solely with respect to (x) the first $35,000,000 of the Term Loan prepaid in connection therewith or (y) if the General Atlantic Investment has occurred, the first $50,000,000 of the Term Loan prepaid in connection therewith, (2) in connection with the refinancing in full of Obligations in which Cerberus participates in such refinancing as a lender.

(c) Delayed Draw Term Loan Unused Line Fee. The Borrower agrees to pay to the Administrative Agent, for the account of the Delayed Draw Term Lenders, a ticking fee (the "DDTL Unused Commitment Fee"), which shall accrue on the unfunded portion of the Delayed Draw Term Loan Commitments, beginning on the Effective Date and ending on the DDTL Commitment Expiration Date, and shall be payable monthly in arrears on the last day of each month (commencing on March 31, 2020), in an amount equal to 0.50% per annum of the actual daily undrawn portion of the Delayed Draw Term Loan Commitments during such period.

(d) Fee Letter. As and when due and payable under the terms of the Fee Letter, the Borrowers shall pay the fees set forth in the Fee Letter.

Section 2.07 [Intentionally Omitted].

Section 2.08 Taxes (a) Except as otherwise required by applicable law, any and all payments by any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction for any and all Taxes. If any Loan Party shall be required to deduct any Taxes from or in respect of any sum payable hereunder to any Agent or any Lender (or any Transferee), (i) if such Tax is an Indemnified Tax, the sum payable shall be increased by the amount (an "Additional Amount") necessary so that after making all such deductions (including deductions applicable to additional sums payable under this Section 2.08) such Agent or such Lender (or such Transferee) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party shall make such deductions and (iii) such Loan Party shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law. For purposes of this Section 2.08, the term "applicable law" includes FACTA.

(b) In addition, each Loan Party agrees to pay to the relevant Governmental Authority in accordance with applicable law any present or future stamp or documentary taxes or any recording, intangible or similar taxes, charges or levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment ("Other Taxes"). Each Loan Party shall deliver to the Administrative Agent official receipts or certified copies thereof (or other reasonable evidence of payment) in respect of any Taxes or Other Taxes payable hereunder promptly after payment of such Taxes or Other Taxes.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Agent and each Lender harmless from and against any Indemnified Taxes (including, without limitation, Indemnified Taxes imposed on any amounts payable under this Section 2.08) paid by such Person, whether or not such Indemnified Taxes were correctly or legally asserted by the relevant Governmental Authority. Such indemnification shall be paid within ten (10) days from the date on which any such Person makes written demand therefor specifying in reasonable detail the nature and amount of such Indemnified Taxes.

(d)

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and delivery of such documentation (other than such documentation set forth in (d)(ii) and (d)(iii) below) shall not be required if in any Lender's reasonable judgment, such completion, execution or delivery would subject such Lender to any material unreimbursed cost or would materially prejudice the legal or commercial position of such Lender.

(ii) Each Lender (or Transferee) that is organized under the laws of a jurisdiction outside the United States (a "Non-U.S. Lender") agrees that it shall, no later than the Effective Date (or, in the case of a Lender (or Transferee) which becomes a party hereto pursuant to Section 12.07 hereof after the Effective Date, promptly after the date upon which such Lender (or Transferee) becomes a party hereto) deliver to the Agents (and the Administrative Agent shall deliver a copy to the Administrative Borrower) (or, in the case of a participant, to the Lender granting the participation only) one properly completed and duly executed copy of either U.S. Internal Revenue Service Form W-8BEN, W-8BEN-E, W-8ECI or W-8IMY or any subsequent versions thereof or successors thereto, in each case claiming complete exemption from, or reduced rate of, U.S. Federal withholding tax and payments of interest hereunder. In addition, in the case of a Non-U.S. Lender claiming exemption from U.S. Federal withholding tax under Section 871(h) or 881(c) of the Internal Revenue Code, such Non-U.S. Lender hereby represents to the Agents and the Borrowers that such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Internal Revenue Code, is not a10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code) of the Parent and is not a controlled foreign corporation related to the Parent (within the meaning of Section 881(c)(3)(C) of the Internal Revenue Code), and such Non-U.S. Lender agrees that it shall promptly notify the Agents in the event any such representation is no longer accurate. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of a Transferee that is a participation holder, on or before the date such participation holder becomes a Transferee hereunder) and on or before the date, if any, such

Non-U.S. Lender changes its applicable lending office by designating a different lending office (a "New Lending Office"). In addition, such Non-U.S. Lender shall deliver such forms within twenty (20) days after receipt of a written request therefor from any Agent (who may be acting pursuant to a request by the Administrative Borrower), the assigning Lender or the Lender granting a participation, as applicable. Each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence, expiration or invalidity of any form previously delivered by such Non- U.S. Lender. Notwithstanding any other provision of this Section 2.08, a Non-U.S. Lender shall not be required to deliver any form pursuant to this Section 2.08(d) that such Non-U.S. Lender is not legally able to deliver. If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender fails to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent (A) a certification signed by the chief financial officer, principal accounting officer, treasurer or controller and (B) other documentation reasonably requested by the Borrower and the Administrative Agent sufficient for the Administrative Agent and the Borrower to comply with their obligations under FATCA and to determine that such Lender has complied with such applicable reporting requirements. Solely for purposes of this clause (d), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Any Lender (or Transferee) that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or Agents), executed copies of IRS form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(e) The Loan Parties shall not be required to indemnify any Non-U.S. Lender, or pay any Additional Amounts to any Non-U.S. Lender, in respect of any withholding tax pursuant to this Section 2.08 to the extent that (i) the obligation to withhold such amounts existed on the date such Non-U.S. Lender became a party to this Agreement (or, in the case of a Transferee that is a participation holder, on the date such participation holder became a Transferee hereunder) or, with respect to payments to a New Lending Office, the date such Non- U.S. Lender designated such New Lending Office with respect to a Loan; provided, however, that this clause (i) shall not apply to the extent the indemnity payment or Additional Amounts any Transferee, or Lender (or Transferee) through a New Lending Office, would be entitled to receive (without regard to this clause (i)) do not exceed the indemnity payment or Additional Amounts that the Person making the assignment, participation or transfer to such Transferee, or Lender (or Transferee) making the designation of such New Lending Office, would have been entitled to receive in the absence of such assignment, participation, transfer or designation, or (ii) the obligation to pay such Additional Amounts would not have arisen but for a failure by such Non-U.S. Lender to comply with the provisions of clause (d) above.

(f) The Administrative Agent shall deliver to the Borrower two executed copies of whichever of the following is applicable:

(i) if the Administrative Agent is a U.S. Person, IRS Form W- 9 certifying to such Administrative Agent's exemption from U.S. federal backup withholding; or

(ii) if the Administrative Agent is not a U.S. Person,

(A) IRS Form W-8ECI with respect to payments received for its own account; and

(B) IRS Form W-8IMY with respect to any amounts payable to the Administrative Agent for the account of others, certifying that it is a U.S. branch of a foreign bank or insurance company described in Regulations section 1.1441-1(b)(2)(iv)(A) that is a participating FFI (including a reporting Model 2 FFI), registered deemed-compliant FFI (including a reporting Model 1 FFI), or NFFE that is using this form as evidence of its agreement with the withholding agent to be treated as a U.S. Person with respect to any payments associated with this withholding certificate.

The Administrative Agent agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower in writing of its legal inability to do so.

(g) If any Lender or any Agent determines, in its sole judgment exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 2.08, it shall pay to the Administrative Borrower an amount equal to such refund (but only the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses of such Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Administrative Borrower, upon the reasonable request of such Agent or such Lender, agrees to repay the amount paid over to the Administrative Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Agent or such Lender in the event such Agent or such Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require any Agent or any Lender to make available its tax returns and any other information relating to its taxes that it deems confidential to any Borrower or any other Person.

(h) Any Agent or any Lender (or Transferee) claiming any indemnity payment or additional payment amounts payable pursuant to this Section 2.08 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document reasonably requested in writing by the Administrative Borrower or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or additional amount that may thereafter accrue, would not require such Agent or such Lender (or Transferee) to disclose any information such Agent or such Lender (or Transferee) deems confidential and would not, in the sole determination of such Agent or such Lender (or Transferee), be otherwise disadvantageous to such Agent or such Lender (or Transferee).

(i) The obligations of the Loan Parties under this Section 2.08 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.09 LIBOR Option.

(a) In lieu of having interest charged at the rate based upon the Reference Rate, the Borrowers shall have the option (the "LIBOR Option") to have interest on all or a portion of the Loans be charged at a rate of interest based upon the LIBOR Rate. Each Interest Period of a LIBOR Rate Loan shall commence on the date such LIBOR Rate Loan is made and shall end on such date as the Borrowers may elect as set forth in Section 2.02(a) above; provided that the exact length of each Interest Period shall be determined in accordance with the practice of the interbank market for offshore Dollar deposits. If on the date that is three (3) Business Days prior to the last day of each Interest Period of a LIBOR Rate Loan, unless the Administrative Borrower otherwise instructs in accordance with the terms hereunder, the interest rate applicable to such LIBOR Rate Loan shall automatically continue at the LIBOR Rate for an additional period equal in length to such Interest Period. At the direction of the Required Lenders at any time that an Event of Default has occurred and is continuing, the Administrative Borrower no longer shall have the option to request that Loans bear interest at the LIBOR Rate and Administrative Agent shall have the right to convert the interest rate on all outstanding LIBOR Rate Loans to the rate then applicable to Reference Rate Loans hereunder.

(b) The Administrative Borrower shall elect the initial Interest Period applicable to a LIBOR Rate Loan by its Notice of Borrowing given to the Administrative Agent pursuant to Section 2.02(a) or by its notice of conversion given to the Administrative Agent pursuant toSection 2.09(c), as the case may be. The Administrative Borrower shall elect the duration of each succeeding Interest Period by giving irrevocable written notice to the Administrative Agent of such duration not later than 1:00 p.m. (New York time) on the day which is three (3) Business Days prior to the last day of the then current Interest Period applicable to such LIBOR Rate Loan. If the Administrative Agent does not receive timely notice of the Interest Period elected by the Administrative Borrower, the Administrative Borrower shall be deemed to have elected to convert such LIBOR Rate Loan to a Reference Rate Loan.

(c) The Administrative Borrower may, on any Business Day of the then current Interest Period applicable to any outstanding LIBOR Rate Loan, or on any Business Day with respect to Reference Rate Loans, convert any such loan into a loan of another type of loan (i.e., a Reference Rate Loan or a LIBOR Rate Loan) in the same aggregate principal amount, provided that any conversion of a LIBOR Rate Loan not made on the last Business Day of the then current Interest Period applicable to such LIBOR Rate Loan shall be subject to Section 2.09(e). If a Borrower desires to convert a Loan, such Borrower shall deliver to the Administrative Agent a LIBOR Notice by no later than 1:00 p.m. (New York time) (i) on the day which is three (3) Business Days' prior to the date on which such conversion is to occur with respect to a conversion from a Reference Rate Loan to a LIBOR Rate Loan, or (ii) on the day which is one (1) Business Day prior to the date on which such conversion is to occur with respect to a conversion from a LIBOR Rate Loan to a Reference Rate Loan, specifying, in each case, the date of such conversion, the Loans to be converted and if the conversion is from a Reference Rate Loan to a LIBOR Rate Loan, the duration of the first Interest Period therefor.

(d) In the event that any prepayment of a LIBOR Rate Loan is required or permitted on a date other than the last Business Day of the then current Interest Period with respect thereto, the Borrowers shall, jointly and severally, indemnify the Administrative Agent and Lenders therefor in accordance with Section 2.09(e).

(e) The Borrowers shall, jointly and severally, indemnify the Agents and Lenders and hold the Agents and Lenders harmless from and against any and all losses, costs or expenses, excluding the loss of any margin above the LIBOR Rates (such losses, costs and expenses, collectively, "Funding Losses"), that the Agents and Lenders may sustain or incur as a consequence of any mandatory or voluntary prepayment, conversion of or any default by the Borrowers in the payment of the principal of or interest on any LIBOR Rate Loan or failure by the Borrowers to complete a borrowing of, a prepayment of or conversion of or to a LIBOR Rate Loan after notice thereof has been given, including, but not limited to, any interest, excluding the loss of any margin above the LIBOR Rates, payable by the Agents or Lenders to lenders of funds obtained by it in order to make or maintain its LIBOR Rate Loans hereunder (it being agreed that the Agents and Lenders shall be entitled to such indemnification on such basis whether or not they have obtained such funds to make or maintain its LIBOR Rate Loans hereunder, to be calculated in accordance with customary banking practices). A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by any Agent or any Lender to the Borrowers shall be conclusive absent manifest error.

(f) Notwithstanding any other provision hereof, if any Requirement of Law or any change therein or in the interpretation or application thereof, shall make it unlawful for any Lender (for purposes of this subsection (f), the term "Lender" shall include any Lender and the office or branch where any Lender or any corporation or bank controlling such Lender makes or maintains any LIBOR Rate Loans) to make or maintain its LIBOR Rate Loans, the obligation of such Lender to make LIBOR Rate Loans hereunder shall forthwith be cancelled and the Borrowers shall, if any affected LIBOR Rate Loans are then outstanding, promptly and upon the reasonable request from the Administrative Agent, at the Borrowers' option, either pay all such affected LIBOR Rate Loans or convert such affected LIBOR Rate Loans into loans of another type. If any such payment or conversion of any LIBOR Rate Loan is made on a day that is not the last day of the Interest Period applicable to such LIBOR Rate Loan, the Borrowers shall pay the Administrative Agent, upon the Administrative Agent's reasonable request, such amount or amounts as may be necessary to compensate Lenders for any Funding Losses sustained or incurred by Lenders in respect of such LIBOR Rate Loan as a result of such payment or conversion, including (but not limited to) any interest or other amounts payable by Lenders to lenders of funds actually obtained by Lenders in order to make or maintain such LIBOR Rate Loan. A certificate as to any additional amounts that describes in reasonable detail the calculations thereof payable pursuant to the foregoing sentence submitted by Lenders to the Borrowers shall be conclusive absent manifest error.

(g) Subject to the last paragraph of the definition of "LIBOR Rate", in the event that any Agent shall have determined that:

(i) reasonable means do not exist for ascertaining the LIBOR Rate applicable pursuant to Section 2.02(a) for any Interest Period; or

(ii) Dollar deposits in the relevant amount and for the relevant maturity are not available in the London interbank LIBOR market, with respect to an outstanding LIBOR Rate Loan, a proposed LIBOR Rate Loan, or a proposed conversion of a Reference Rate Loan into a LIBOR Rate Loan,

then Administrative Agent shall give the Administrative Borrower prompt written, telephonic or facsimile notice of such determination. If such notice is given, (i) any such requested LIBOR Rate Loan shall be made as a Reference Rate Loan, unless the Administrative Borrower shall notify the Administrative Agent no later than 1:00 p.m. (New York time) two (2) Business Days prior to the date of such proposed borrowing, that its request for such borrowing shall be cancelled or made as an unaffected type of LIBOR Rate Loan, (ii) any Reference Rate Loan or LIBOR Rate Loan which was to have been converted to an affected type of LIBOR Rate Loan shall be continued as or converted into a Reference Rate Loan, or, if the Administrative Borrower shall notify the Administrative Agent, no later than 11:00 a.m. (New York time) two (2) Business Days prior to the proposed conversion, shall be maintained as an unaffected type of LIBOR Rate Loan, and (iii) any outstanding affected LIBOR Rate Loans shall be converted into a Reference Rate Loan, or, if the Administrative Borrower shall notify Administrative Agent, no later than 11:00 a.m. (New York time) two (2) Business Days prior to the last Business Day of the then current Interest Period applicable to such affected LIBOR Rate Loan, shall be converted into an unaffected type of LIBOR Rate Loan, on the last Business Day of the then current Interest Period for such affected LIBOR Rate Loans. Until such notice has been withdrawn, Lenders shall have no obligation to make an affected type of LIBOR Rate Loan or maintain outstanding affected LIBOR Rate Loans and the Borrowers shall not have the right to convert a Reference Rate Loan or an unaffected type of LIBOR Rate Loan into an affected type of LIBOR Rate Loan.

(h) Anything to the contrary contained herein notwithstanding, neither any Agent nor any Lender, nor any of their participants, is required actually to acquire LIBOR deposits to fund or otherwise match fund any Obligation as to which interest accrues at the LIBOR Rate. The provisions of this ARTICLE II shall apply as if each Lender or its participants had match funded any Obligation as to which interest is accruing at the LIBOR Rate by acquiring LIBOR deposits for each Interest Period in the amount of the LIBOR Rate Loans.

(i)

(i) If any Lender requests compensation or if any Borrower is required to pay any additional amount to any Lender or if any Borrower is required to pay any additional interest or other amount to any Lender hereunder (each, a "Required Amount"), then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable hereunder in the future, (ii) would not subject such Lender to any unreimbursed cost or expense, and (iii) would not otherwise be materially disadvantageous to such Lender.

(ii) If any Lender requires the Borrower to pay any Required Amounts and such Lender has declined or is unable to designate a different lending office in accordance with clause (a) above, or if any Lender is a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent,

require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.07), all of its interests, rights and obligations under this Agreement and the other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(A) the Borrower shall have paid to the Agents any assignment fees specified in Section 12.07;

(B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts); and

(C) such assignment does not conflict with applicable law.

Prior to the effective date of such assignment, the assigning Lender shall execute and deliver an Assignment and Acceptance, subject only to the conditions set forth above. If the assigning Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such assignment, the assigning Lender shall be deemed to have executed and delivered such Assignment and Acceptance. Any such assignment shall be made in accordance with the terms of Section 12.07. A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

ARTICLE III

[Intentionally Omitted].

ARTICLE IV

PAYMENTS AND OTHER COMPENSATION

Section 4.01 [Intentionally Omitted].

Section 4.02 Payments; Computations and Statements. (a) The Borrowers will make each payment under this Agreement not later than 1:00 p.m. (New York time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the Administrative Agent's Account. All payments received by the Administrative Agent after 1:00 p.m. (New York time) on any Business Day will be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrowers without set-off, counterclaim, deduction or other defense to the Agents and the Lenders. Except as provided in Section 2.02, after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to

any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement, provided that the Administrative Agent will cause to be distributed all interest and fees received from or for the account of the Borrowers not less than once each month and in any event promptly after receipt thereof. The Lenders and the Borrowers hereby authorize the Administrative Agent to, and the Administrative Agent may, from time to time during the existence of an Event of Default, charge the Loan Account of the Borrowers with any amount due and payable by the Borrowers under any Loan Document. Any amount charged to the Loan Account of the Borrowers shall be deemed a Revolving Loan hereunder made by the Revolving Loan Lenders to the Borrowers, funded by the Administrative Agent on behalf of the Revolving Loan Lenders and subject to Section 2.02 of this Agreement. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such fees are payable. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) The Administrative Agent shall provide the Administrative Borrower, promptly after the end of each calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrowers during such month, the amounts and dates of all Loans made to the Borrowers during such month, the amounts and dates of all payments on account of the Loans to the Borrowers during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrowers during such month, the amounts and dates of all Loans made to the Borrowers during such month, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, thirty (30) days after the same is sent, shall be final and conclusive absent manifest error.

Section 4.03 Sharing of Payments, Defaulting Lenders, Etc.

(a) The Administrative Agent shall not be obligated to transfer to a Defaulting Lender any payments made by any Borrower to the Administrative Agent for the Defaulting Lender's benefit, and, in the absence of such transfer to the Defaulting Lender, the Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Commitments (but only to the extent that such Defaulting Lender's Loan was funded by the other Lenders) or, if so directed by the Borrowers and if no Default or Event of Default has occurred and is continuing (and to the extent such Defaulting Lender's Loan was not funded by the other Lenders), retain the same to be re-advanced to the Borrowers as if such Defaulting Lender had made such Loans to the Borrowers. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender. This Section shall remain effective with respect to such Lender until (x) the Obligations (other than unasserted contingent

indemnification Obligations) under this Agreement shall have been declared or shall have become immediately due and payable, (y) the non-Defaulting Lenders, the Administrative Agent, and the Borrowers shall have waived such Defaulting Lender's default in writing, or (z) the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loan and pays to the Administrative Agent all amounts owing by such Defaulting Lender in respect thereof. The operation of this Section shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrowers of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender. Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Borrowers at their option, subject to the written consent of the Collateral Agent (which consent shall not be unreasonably withheld), to permanently replace the Defaulting Lender with one or more substitute Lenders (each, a "Replacement Lender"), and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Notice from the Borrowers to the Agents effecting their right to replace the Defaulting Lender shall specify an effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date such notice is given. Prior to the effective date of such replacement, the Defaulting Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 12.07(b). Any such assumption of the Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Lenders' or the Borrowers' rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund.

(b) Except as provided in Section 2.02 or Section 12.07, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered); provided, the provisions of this Section 4.03(b) shall not be construed to apply to any payment made by or on behalf of any Borrower pursuant to and in accordance with the terms of this Agreement (including, without limitation, as provided in Section 2.05 and the application of funds arising from the existence of a Defaulting Lender) The Borrowers agree that any Lender so purchasing a participation from another Lender pursuant to this Section 4.03(b) may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation.

Section 4.04 Apportionment of Payments. Subject to Section 2.02 or Section 12.07 hereof and to any written agreement among the Agents and/or the Lenders:

(a) all payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Sections 2.06 and 7.01(f) hereof) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Required Lenders shall, apply all proceeds of the Collateral, subject to the provisions of this Agreement, (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, ratably to pay interest then due and payable in respect of the Agent Advances until paid in full; (iii) third, ratably to pay principal of the Agent Advances until paid in full; (iv) fourth, ratably to pay the Obligations in respect of any fees (other than any Applicable Prepayment Premium) and indemnities then due and payable to the Lenders until paid in full; (v) fifth, ratably to pay interest then due and payable in respect of the Loans until paid in full; (vi) sixth, ratably to pay principal of the Loans until paid in full; (vii) seventh, ratably to pay the Obligations in respect of any Applicable Prepayment Premium then due and payable to the Lenders until paid in full; and (viii) eighth, to the ratable payment of all other Obligations then due and payable.

(c) In each instance, so long as no Event of Default has occurred and is continuing, Section 4.04(b) shall not be deemed to apply to any payment by the Borrowers specified by the Administrative Borrower to the Administrative Agent to be for the payment of Term Loan Obligations then due and payable under any provision of this Agreement or the prepayment of all or part of the principal of the Term Loans in accordance with the terms and conditions of Section 2.05.

(d) For purposes of Section 4.04(b), (other than clause (viii)), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding, except to the extent that default or overdue interest (but not any other interest) and loan fees, each arising from or related to a default, are disallowed in any Insolvency Proceeding; provided, however, that for the purposes of clause (viii), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(e) In the event of a direct conflict between the priority provisions of this Section 4.04 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 4.04 shall control and govern.

Section 4.05 Increased Costs and Reduced Return. (a) If any Lender or any Agent shall have determined that a Change in Law, shall (i) subject such Agent or such Lender, or any Person controlling such Agent or such Lender, to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan or against assets of or held by, or deposits with or for the account of, or credit extended by, such Agent or such Lender or any Person controlling such Agent or such Lender or (iii) impose on such Agent or such Lender or any Person controlling such Agent or such Lender any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Agent or such Lender of making any Loan, or agreeing to make any Loan, or to reduce any amount received or receivable by such Agent or such Lender hereunder, then, within twenty (20) days after receipt by the Administrative Borrower from such Agent or such Lender of the certificate required under Section 4.05(c), the Borrowers shall pay to such Agent or such Lender such additional amounts as will compensate such Agent or such for such increased costs or reductions in amounts received or receivable.

(b) If any Agent or any Lender shall have determined that any Change in Law either (i) affects or would affect the amount of capital required or expected to be maintained by such Agent or such Lender or any Person controlling such Agent or such Lender, and such Agent or such Lender determines that the amount of such capital is increased as a direct or indirect consequence of any Loans made or maintained, such Agent's or such Lender's or such other controlling Person's other obligations hereunder, or (ii) has or would have the effect of reducing the rate of return on such Agent's or such Lender's or such other controlling Person's capital to a level below that which such Agent or such Lender or such controlling Person could have achieved but for such circumstances as a consequence of any Loans made or maintained, or any guaranty or participation with respect thereto or any agreement to make Loans, or such Agent's, or such Lender's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Agent's or such Lender's or such other controlling Person's policies with respect to capital adequacy), then, within twenty (20) days after receipt by the Administrative Borrower from such Agent or such Lender of the certificate required under Section 4.05(c), the Borrowers shall pay to such Agent or such Lender for such cost of maintaining such increased capital or such reduction in the rate of return on such Agent's or such Lender's or such other controlling Person's capital.

(c) All amounts payable under this Section 4.05 shall bear interest from the date that is twenty (20) days after the date of demand by any Agent or any Lender until payment in full to such Agent or such Lender at the Reference Rate. A certificate of such Agent or such Lender claiming compensation under this Section 4.05, specifying the event herein above described and the nature of such event shall be submitted by such Agent or such Lender to the Administrative Borrower, setting forth the additional amount due and an explanation of the calculation thereof in reasonable detail, and such Agent's or such Lender's reasons for invoking the provisions of this Section 4.05, and shall be final and conclusive absent manifest error; provided that any such certificate claiming amounts described in clause (i) or (ii) of the proviso set forth in the definition of Change in Law shall, in addition, state the basis upon which such amount has been calculated and certify that such Agent's or Lender's method of allocating such costs is fair and reasonable and that such Agent's or Lender's demand for payment of such costs hereunder, and such method of allocation, is not inconsistent with its treatment of other borrowers which, as a credit matter, are substantially similar to the Borrowers and which are subject to similar provisions.

(d) If any Lender or Agent becomes entitled to claim any additional amounts pursuant to this Section, it shall promptly notify the Loan Parties of the event by reason of which it has become so entitled; provided that the Loan Parties shall not be required to compensate a Lender or Agent pursuant to this paragraph for any amounts incurred more than six months prior to the date that such Lender or Agent notifies the Loan Parties of such Lender's or Agent's intention to claim compensation therefor in accordance with Section 4.05(c); provided further that, if the circumstances giving rise to such claim have a retroactive effect, then such six-month period shall be extended to include the period of such retroactive effect.

(e) If any Lender or Agent requests compensation or if any Borrower is required to pay any additional amount to any Lender or Agent or if any Borrower is required to pay any additional interest or other amount to any Lender or Agent hereunder, then such Lender or Agent shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender or Agent such designation or assignment (i) would eliminate or reduce amounts payable hereunder in the future, (ii) would not subject such Lender or Agent to any unreimbursed cost or expense, and (iii) would not otherwise be materially disadvantageous to such Lender or Agent.

Section 4.06 Joint and Several Liability of the Borrowers. (a) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, each of the Borrowers hereby accepts joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Agents and the Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each of the Borrowers and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations. Each of the Borrowers, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including, without limitation, any Obligations arising under this Section 4.06), it being the intention of the parties hereto that all of the Obligations shall be the joint and several obligations of each of the Borrowers without preferences or

distinction among them. If and to the extent that any of the Borrowers shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event, the other Borrowers will make such payment with respect to, or perform, such Obligation. Subject to the terms and conditions hereof, the Obligations of each of the Borrowers under the provisions of this Section4.06 constitute the absolute and unconditional, full recourse Obligations of each of the Borrowers, enforceable against each such Person to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of this Agreement, the other Loan Documents or any other circumstances whatsoever.

(b) The provisions of this Section 4.06 are made for the benefit of the Agents, the Lenders and their successors and assigns, and may be enforced by them from time to time against any or all of the Borrowers as often as occasion therefor may arise and without requirement on the part of the Agents, the Lenders or such successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any of the other Borrowers or to exhaust any remedies available to it or them against any of the other Borrowers or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 4.06 shall remain in effect until all of the Obligations (other than unasserted contingent indemnification Obligations) shall have been paid in full or otherwise fully satisfied.

(c) Each of the Borrowers hereby agrees that it will not enforce any of its rights of contribution or subrogation against the other Borrowers with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to the Agents or the Lenders with respect to any of the Obligations or any Collateral, until such time as all of the Obligations (other than unasserted contingent indemnification Obligations) have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to the Agents or the Lenders hereunder or under any other Loan Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations (other than unasserted contingent indemnification Obligations).

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Effective Date when each of the following conditions precedent shall have been satisfied (or waived) in a manner reasonably satisfactory to the Agents:

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before the date of this Agreement all fees, costs, expenses and taxes then due and payable pursuant to Section 2.06 and Section 12.04 to the extent invoiced at least two (2) Business Days prior to the Effective Date.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in ARTICLE VI and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant hereto or thereto on or prior to the date hereof are true and correct in all material respects (except that such materiality qualifier shall not be applicable to representations and warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date in which case such representations and warranties shall have been true and correct on such earlier date, and (ii) no Event of Default shall have occurred and be continuing on the Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(c) Legality. The making of the initial Loans shall not contravene any law, rule or regulation applicable to any Lender.

(d) Delivery of Documents. The Collateral Agent shall have received on or before the Effective Date the following, each in form and substance reasonably satisfactory to the Collateral Agent and, unless indicated otherwise, dated the Effective Date:

(i) this Agreement, duly executed by the parties hereto;

(ii) the Intercompany Subordination Agreement, duly executed by each of the parties thereto; parties thereto; Administrative Borrower;

(iii) the Flow of Funds Agreement, duly executed by each of the

(iv) the Perfection Certificate, duly executed by the

(v) the Fee Letter, duly executed by the Borrowers;

(vi) a Security Agreement, duly executed by each Loan Party, together with the original stock certificates representing all of the common stock of such Loan Party's subsidiaries required to be pledged thereunder and all intercompany promissory notes of such Loan Parties required to be pledged thereunder, accompanied by undated stock powers executed in blank and other proper instruments of transfer;

(vii) results of Lien searches, listing all effective financing statements which name as debtor any Loan Party and which are filed in the offices referred to in the Perfection Certificate, together with copies of such financing statements, none of which, except as otherwise agreed in writing by the Collateral Agent and Permitted Liens, shall cover any of the Collateral and the results of searches for any tax Lien and judgment Lien filed against such Person or its property, which results, except as otherwise agreed to in writing by the Collateral Agent and Permitted Liens, shall not show any such Liens;

(viii) a copy of the resolutions of each Loan Party, certified as of the Effective Date by an Authorized Officer thereof, authorizing (A) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (B) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith;

(ix) a certificate of an Authorized Officer of each Loan Party, certifying the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers;

(x) a certificate of the appropriate official(s) of the jurisdiction of organization of each Loan Party certifying as of a recent date not more than 30 days prior to the Effective Date as to the good standing of such Loan Party, in such jurisdiction, except, in each case, where the failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect of the Loan Parties, taken as a whole;

(xi) a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document of each Loan Party certified as of a recent date not more than 30 days prior to the Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction;

(xii) a copy of the Governing Documents of each Loan Party, together with all amendments thereto, certified as of the Effective Date by an Authorized Officer of such Loan Party;

(xiii) an opinion of (A) Davis Polk & Wardwell LLP, special New York counsel to the Loan Parties, (B) Roetzel & Andress, local counsel with respect to the Loan Parties organized in Ohio, and (C) Morris, Nichols, Arsht & Tunnell LLP, local counsel with respect to the Loan Parties organized in Delaware, in each case, as to such customary matters as the Collateral Agent may reasonably request;

(xiv) a certificate of an Authorized Officer of each Loan Party, certifying as to the matters set forth in subsection(b), (e) and (g) of this Section 5.01;

(xv) a copy of the Financial Statements;

(xvi) a certificate of the chief financial officer of the Administrative Borrower, certifying on behalf of the Loan Parties, as to the solvency of the Loan Parties (on a consolidated basis), which certificate shall be reasonably satisfactory in form and substance to the Collateral Agent; and

(xvii) evidence of the insurance coverage required by Section 7.01(h) and the terms of each Security Agreement and such other insurance coverage with

respect to the business and operations of the Loan Parties as the Agents may reasonably request, in each case, where requested by the Agents, together with evidence of the payment of all premiums due in respect thereof for such period as the Agents may reasonably request.

(xviii) concurrently with the making of the initial Loans, evidence of the payment in full of all Indebtedness under the Existing Credit Facility, together with (A) a termination and release agreement with respect to the Existing Credit Facility and all related documents, duly executed by the Loan Parties, the Existing Agent and the Existing Lenders, (B) a satisfaction of mortgage for each mortgage filed by the Existing Agent and/or the Existing Lenders on each applicable Facility, (C) a termination of security interest in intellectual property for each assignment for security recorded by the Existing Agent and/or the Existing Lenders at the United States Patent and Trademark Office or the United States Copyright Office and covering any intellectual property of the Loan Parties, that constitutes Collateral and (D) UCC-3 termination statements for all UCC-1 financing statements authorized to be filed by the Existing Agent and the Existing Lenders and covering any portion of the Collateral;

(e) Availability. After giving effect to the Transactions, Availability of the Loan Parties shall not be less than $10,000,000.

(f) Consummation of the Permitted Holder Contribution. The Agents shall have received reasonably satisfactory evidence that Parent has received the proceeds of a direct or indirect cash equity investment by certain of the Permitted Holders in an amount equal to no less than $12,500,000 (the "Permitted Holder Contribution"). On or prior to the Effective Date, there shall have been delivered to the Collateral Agent true and correct copies of all documents evidencing the contribution described above (the "Permitted Holder Contribution Documents"), as in effect on the Effective Date, and all material terms and provisions of such documents as in effect on the Effective Date shall be in form and substance reasonably satisfactory to the Agents.

(g) Leverage Ratio. After giving effect to the Transactions, the aggregate outstanding amount of the Loans shall be no greater than the lesser of (i) 3.45x Consolidated EBITDA (calculated for the trailing four quarter period ended December 31, 2019) and (ii) $185,000,000.

Section 5.02 Conditions Precedent to All Loans. The obligation of any Agent or any Lender to make any Loan after the Effective Date is subject to the fulfillment of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrowers shall have paid all fees, costs, expenses and taxes then payable by the Borrowers pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.06 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Administrative Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrowers' acceptance of the proceeds of such Loan, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan: (i) the representations

and warranties contained in ARTICLE VI and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant hereto or thereto on or prior to the date of such Loan are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date in which case such representation or warranty shall be true and correct on and as of such earlier date in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date, (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made on such date and (iii) the conditions set forth in this Section 5.02 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to any Agent or any Lender.

(d) Notices. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02.

(e) Additional Conditions for Delayed Draw Term Loans. With respect to a request for Delayed Draw Term Loans after the Effective Date, (i) the General Atlantic Investment shall have been consummated, (ii) immediately before and after giving effect to the making of any Delayed Draw Term Loan, the Parent and its Subsidiaries shall be in compliance on a pro forma basis with the financial covenants set forth in Section 7.03 (without giving effect to any exercised Cure Right with respect thereto for the applicable trailing four fiscal quarter period), recomputed for the most recent fiscal quarter for which financial statements have been delivered and (iii) the Borrowers shall have delivered a certificate from an Authorized Officer certifying as to clauses 5.02(b) and 5.02(e)(i) and (ii) to the Administrative Agent, together with all calculations related thereto.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders, so long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly formed or organized, as

applicable, validly existing and in good standing (to the extent applicable) under the laws of the state or jurisdiction of its formation or organization, as applicable, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrowers, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the Transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except, with respect to this clause (iii), where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties other than any such Lien that constitutes a Permitted Lien, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties except, in the case of clauses (ii)(B), (ii)(C) and (iv), as could not reasonably be expected to have a Material Adverse Effect.

(c) Governmental and Shareholder Approvals. No authorization or approval or other action by, and no notice to or filing with any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it will be party or the consummation of the Transactions contemplated by the Loan Documents, except for (x) those which have been provided or obtained on or prior to the Effective Date, (y) filings relating to the granting of Liens to, or the enforcement of rights by, the Lenders and Agents and (z) those notices of filings with any Governmental Authority, which if not obtained or made would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Loan Parties, taken as a whole.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(e) Capitalization; Subsidiaries. Schedule 6.01(e) is a complete and correct description, as of the Effective Date, of the name, jurisdiction of organization and ownership of the outstanding Equity Interests of the Parent and each Subsidiary of the Parent in existence as of the Effective Date. All of the issued and outstanding shares of Equity Interests of the Parent and its Subsidiaries have been validly issued and are fully paid and nonassessable. Except as indicated on such schedule, as of the Effective Date, all such Equity Interests of each Subsidiary of the Parent are owned by the Parent or one or more of its wholly-owned

Subsidiaries, free and clear of all Liens other than Liens in favor of the Collateral Agent and Permitted Liens. Except as set forth on Schedule 6.01(e), as of the Effective Date, there are no outstanding debt or equity securities of the Parent or any of its Subsidiaries and no outstanding obligations of the Parent or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights (other than stock options granted to employees or directors and director's qualifying shares or similar nominal share to the extent required under applicable legal requirements) for the purchase or acquisition from the Parent or any of its Subsidiaries, or other obligations of any Subsidiary to issue, directly or indirectly, any shares of Equity Interests of any Subsidiary of the Parent.

(f) Litigation; Commercial Tort Claims. Except as set forth on Schedule 6.01(f), (i) there is no pending or, to the knowledge of any Loan Party, threatened (in writing) action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (A) could reasonably be expected to result in an adverse determination, and if so adversely determined, could reasonably be expected to have a Material Adverse Effect or (B) seeks to enjoin any transaction contemplated hereby or by any Loan Document and (ii) as of the Effective Date, none of the Loan Parties holds any commercial tort claims in respect of which a claim in excess of $500,000 has been filed in a court of law or a written notice by an attorney has been given to a potential defendant.

(g) Financial Condition. The Financial Statements, copies of which have been delivered to each Agent, present fairly, in all material respects, the consolidated financial position, results of operations and cash flows of Parent and its Subsidiaries for the respective periods or as of the respective dates set forth therein in accordance with GAAP, applied on a consistent basis during the periods presented, except as otherwise noted therein (subject, in the case of the unaudited consolidated balance sheet and the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows, to normal, recurring year-end adjustments and the absence of footnotes). Since December 31, 2018, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries (excluding Immaterial Subsidiaries) is in violation of (i) any of its Governing Documents or (ii) any domestic or, to the best of its knowledge, any foreign Requirement of Law to the extent that any such violation could reasonably be expected to result in a Material Adverse Effect, and, as of the Effective Date, no material default or event of default has occurred and is continuing thereunder.

(i) ERISA. Except as set forth on Schedule 6.01(i) and except as could not reasonably be expected to have a Material Adverse Effect, (i) each Employee Plan is in substantial compliance with ERISA and the Internal Revenue Code, (ii) no Termination Event has occurred or, to the knowledge of the Loan Parties, is reasonably expected to occur with respect to any Employee Plan and (iii) the most recent annual report (Form 5500 Series) with respect to each Employee Plan, including any required Schedule B (Actuarial Information) thereto, copies of which have been filed with the Internal Revenue Service and delivered to the Agents, is complete and correct in all material respects and fairly presents the funding status of such Employee Plan, and since the date of such report there has been no material adverse change

in such funding status. No Employee Plan had an accumulated or waived funding deficiency in excess of $500,000. No Lien imposed under the Internal Revenue Code or ERISA exists or, to the knowledge of the Loan Parties, is likely to arise on account of any Employee Plan within the meaning of Section 412 of the Internal Revenue Code. Except as set forth on Schedule 6.01(i) and except as could not reasonably be expected to result in a Material Adverse Effect, no Loan Party or any of its ERISA Affiliates has incurred any withdrawal liability under ERISA with respect to any Multiemployer Plan, or is aware of any facts indicating that it or any of its ERISA Affiliates may in the future incur any such withdrawal liability. No Loan Party has engaged in a nonexempt prohibited transaction described in Sections 406 of ERISA or 4975 of the Internal Revenue Code. No Loan Party or any ERISA Affiliate has (i) failed to pay any required installment or other payment required under Section 412 of the Internal Revenue Code on or before the due date for such required installment or payment, (ii) engaged in a transaction within the meaning of Section 4069 of ERISA or (iii) incurred any liability to the PBGC that remains outstanding other than the payment of premiums, and there are no premium payments that have become due that are unpaid. Except as could not reasonably be expected to have a Material Adverse Effect, there are no pending or, to the best knowledge of any Loan Party, threatened claims, actions, proceedings or lawsuits (other than claims for benefits in the normal course) asserted or instituted against (i) any Employee Plan or its assets or (ii) any Loan Party with respect to any Employee Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or coverage after a participant's termination of employment, except any such plans for which the Loan Parties do not incur any material costs or expenses.

(j) Taxes, Etc. All Federal and material state and local income and other material tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been filed, or extensions have been obtained, and all material taxes, assessments and other governmental charges imposed upon any Loan Party or any property of any Loan Party in an aggregate amount for all such taxes, assessments and other governmental charges exceeding $250,000 and which have become due and payable on or prior to the date hereof have been paid, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the applicable requirements of Regulation T, U and X.

(l) Nature of Business. No Loan Party is engaged in any business other than as set forth onSchedule 6.01(l).

(m) Adverse Agreements, Etc. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which has, or in the future could reasonably be expected to have, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance with all permits, licenses, authorizations, approvals, entitlements and accreditations required for such Person lawfully to own, lease, manage or operate, or to acquire, each business currently owned, leased, managed or operated, or to be acquired, by such Person, except as could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, and there is no claim that any thereof is not in full force and effect, except as could not reasonably be expected to have a Material Adverse Effect.

(o) Properties. (i) Each Loan Party has good and marketable title to, valid leasehold interests in (other than the Leases), or valid licenses to use, all tangible property and assets material to its business, free and clear of all Liens, except Permitted Liens and, solely as to leasehold interests (other than the Leases), except to the extent the failure to have such valid leasehold interests could not reasonably be expected to have a Material Adverse Effect. All such properties and assets are in good working order and condition, ordinary wear and tear and casualty (to the extent fully covered by insurance subject to a deductible) and condemnation excepted.

(ii) Schedule 6.01(o) sets forth a complete and accurate list, as of the Effective Date, of the location, by state and street address, of all real property owned or leased by each Loan Party and identifies the interest (fee or leasehold) of such Loan Party therein and whether such real property is a "Facility". As of the Effective Date, each Loan Party has valid leasehold interests in the Leases described on Schedule 6.01(o) to which it is a party, except to the extent the failure to have such valid leasehold interests could not reasonably be expected to have a Material Adverse Effect. Each such Lease is (x) valid and enforceable in accordance with its terms in all material respects and is in full force and effect (except to the extent such Lease has terminated in accordance with its terms), except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and (y) no consent or approval of any landlord or other third party in connection with any such Lease is necessary for any Loan Party to enter into and execute the Loan Documents to which it is a party, except as set forth on Schedule 6.01(o). To the knowledge of any Loan Party, as of the Effective Date, no Loan Party has at any time delivered or received any notice of material default which remains uncured under any such Lease and, as of the Effective Date, no event has occurred which, with the giving of notice or the passage of time or both, would constitute a material default under any such Lease, except to the extent such event could not reasonably be expected to result in a Material Adverse Effect.

(p) Full Disclosure. Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that could reasonably be expected to result in a Material Adverse Effect.

None of the other reports, financial statements, certificates or other written information (other than Projections) furnished by or on behalf of any Loan Party to the Agents in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), as of the date prepared, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not materially misleading. The Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections was furnished to the Lenders, and the Loan Parties are not aware of any facts or information that would lead them to believe that such Projections were incorrect or misleading in any material respect as of the Effective Date; it being understood that (1) projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (2) actual results may differ materially from the projections and such variations may be material and (3) the projections are not a guarantee of performance.

(q) Franchise Agreements.

(i) Schedule 6.01(q) sets forth, as of December 31, 2019, (A) a complete and accurate list of all material Franchise Agreements currently in effect, (B) a complete and accurate list of each of the Loan Parties' (or their predecessor franchisor's) standard forms of Franchise Agreements currently in effect for the 6 months prior to the Effective Date, including the year or years during which the applicable Loan Party (or its predecessor) used such form of Franchise Agreement, and (C) a list of all material Franchisees of the Parent or its Subsidiaries currently operating under a Franchise Agreement, together with telephone numbers and addresses.

(ii) As of the Effective Date, except as set forth on Schedule 6.01(q), each material Franchise Agreement is in full force and effect and constitutes a valid and binding obligation of the applicable Loan Party and, to the knowledge of such Loan Party, the other party thereto, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws. No Loan Party is in material breach or default thereunder, and, to the knowledge of the Loan Parties, no event has occurred and no condition or state of facts exists which, with the passage of time or the giving of notice or both, would constitute such a default or breach by the applicable Loan Party thereunder. Except as set forth on Schedule 6.01(q), there is no material term, obligation, understanding or agreement that would modify any material term of a material Franchise Agreement or any right or obligation of a party thereunder which is not reflected on the face of such material Franchise Agreement (including without limitation any offers or promises with respect to any future or contingent subsidies, rebates, discounts, advances or allowances to or for the benefit of any or all Franchisees).

(iii) As of the Effective Date, the Loan Parties' franchise disclosure documents and/or Franchise Disclosure Documents previously in effect and, to the extent applicable, currently in effect, if any: (A) materially comply and have materially complied with all applicable United States Federal Trade Commission ("FTC") franchise disclosure rules

and state franchise and business opportunity sales laws in effect at such time; (B) have been timely amended to reflect any material changes or developments in the Loan Parties' franchise system, agreements, operations, financial condition, litigation matters, or other matters requiring disclosure under any applicable law; and (C) include all material documents (including audited financial statements for the applicable Person) required by any applicable law to be provided to prospective franchisees. After the Effective Date, all of the Franchises granted under the Franchise Agreements entered into after the Effective Date have been sold in material compliance with applicable law, including franchise disclosure and registration requirements. Each of the Loan Parties and their Subsidiaries are and have been in material compliance with all applicable laws relating to franchise matters.

(iv) A list of each of the Loan Parties' material Franchise Disclosure Documents for its currently offered form or forms of Franchise Agreement is set forth on Schedule 6.01(q). The Loan Parties have provided the Collateral Agent with true and complete copies of each material Franchise Disclosure Document for its currently offered form or forms of Franchise Agreement set forth on Schedule 6.01(q). As of the Effective Date, except as set forth on Schedule 6.01(q), the Loan Parties have not received any currently effective written notice of any threatened administrative, criminal or civil action against it or any persons disclosed in any of the Loan Parties' applicable Franchise Disclosure Document for its Franchise Agreements, where such threatened administrative, criminal and/or civil action alleges a violation of a franchise law, antitrust law, securities law, fraud, unfair or deceptive practices, or comparable allegations, as well as actions other than ordinary routine litigation incidental to the Loan Parties' business that are material in the context of the number of Loan Parties' Franchisees and the size, nature, or financial condition of the franchise system or the Loan Parties' business operations.

(v) As of the Effective Date, except as set forth on Schedule 6.01(q), each Loan Party has maintained an accurate accounting in all material respects with respect to any advertising funds required to be paid by any Franchisee or an advertising fund for use in connection with national or regional advertising for which it maintains accounts. All collections with respect to such advertising funds and advertising cooperatives have been collected in material accordance with the terms and conditions of each Franchise Agreement, except to the extent where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The Loan Parties have properly accounted for all payments made by each Franchisee with respect to any advertising fund or advertising cooperative, except to the extent where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. No Loan Party is aware of any allegations that any of the expenditures from any advertising fund or advertising cooperative have been improperly collected, accounted for, maintained, used or applied that could reasonably be expected to result in a Material Adverse Effect.

(r) Environmental Matters. Except as set forth on Schedule 6.01(r), (i) the operations of each Loan Party are in compliance with all Environmental Laws in all material respects; (ii) there has been no Release at any of the properties owned or operated by any Loan Party or a predecessor in interest, or, to the knowledge of the Loan Parties, at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party or any predecessor in interest which in either case could reasonably be expected to have a

Material Adverse Effect; (iii) no Environmental Action has been asserted against any Loan Party or any predecessor in interest nor does any Loan Party have knowledge or notice of any threatened or pending Environmental Action against any Loan Party or any predecessor in interest which in either case could reasonably be expected to have a Material Adverse Effect; (iv) to the knowledge of the Loan Parties, no Environmental Actions have been asserted against any facilities that may have received Hazardous Materials generated by any Loan Party or any predecessor in interest which could reasonably be expected to have a Material Adverse Effect; (vi) no Loan Party has failed to report to the proper Governmental Authority any Release which is required to be so reported by any Environmental Laws which could reasonably be expected to have a Material Adverse Effect; (vii) each Loan Party holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of the business carried on by it, except for such licenses, permits and approvals as to which a Loan Party's failure to maintain or comply with could not reasonably be expected to have a Material Adverse Effect; and (viii) no Loan Party has received any notification from any Governmental Authority pursuant to any Environmental Laws that (A) any work, repairs, construction or Capital Expenditures are required to be made in respect as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto or (B) any license, permit or approval referred to above is about to be reviewed, made subject to limitations or conditions, revoked, withdrawn or terminated, in each case, except as could not reasonably be expected to have a Material Adverse Effect.

(s) Insurance. Each Loan Party keeps its property adequately insured and maintains (i) insurance to such extent and against such risks, including fire, as is customary with companies in the same or similar businesses, (ii) workmen's compensation insurance in the amount required by applicable law, (iii) public liability insurance in the amount customary with companies in the same or similar business against claims for personal injury or death on properties owned, occupied or controlled by it, and (iv) such other insurance as may be required by law. Schedule 6.01(s) sets forth a list of all insurance maintained by each Loan Party on the Effective Date.

(t) Use of Proceeds. The proceeds of the Loans shall be used to (i) pay in full the Existing Credit Facility, (ii) redeem certain existing shareholders and pay out certain minority shareholders of the Parent and its Subsidiaries, (iii) close down non-core assets, (iv) pay fees and expenses in connection with the Transactions contemplated hereby and the Loan Documents and (v) fund working capital or other corporate purposes of the Loan Parties and their Subsidiaries, except as prohibited hereunder.

(u) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, the Loan Parties on a consolidated basis are Solvent on the Effective Date and, to the actual knowledge of any Authorized Officer (without duty to investigate beyond known facts), upon the making of any Loan after the Effective Date.

(v) Location of Bank Accounts. Schedule 6.01(v) sets forth a complete and accurate list as of the Effective Date of all deposit, checking and other bank accounts, all securities and other accounts maintained with any broker dealer and all other similar accounts maintained by each Loan Party, together with a description thereof (i.e., the bank or broker dealer at which such deposit or other account is maintained and the account number and the purpose thereof).

(w) Intellectual Property. Except as set forth on Schedule 6.01(w), each Loan Party owns or licenses or otherwise has the right to use the following material intellectual property: inventions, patents, patent applications, registered and unregistered trademarks, service marks and trade names, registered and unregistered copyrights, including software and other works of authorship, and other intellectual property rights that are necessary for and material to the conduct of its business as currently conducted. Set forth on Schedule 6.01(w) is a list as of the Effective Date of all material issued United States patents, United States patent applications, registered United States trademarks or service marks, United States trademark or service mark applications, registered United States trade names and United States copyright registrations of each Loan Party that constitute Collateral. To the knowledge of any Loan Party, no Loan Party infringes upon or violates any intellectual property rights owned by any other Person except if such Loan Party could not, as a result of such infringement or violation, reasonably be expected to suffer a Material Adverse Effect, and no claim or litigation is pending or, to the knowledge of any Loan Party, threatened in writing concerning any claim or allegation that a Loan Party has infringed upon or violated any intellectual property rights owned by any other Person, except for such claims and proceedings, which could not reasonably be expected to have a Material Adverse Effect.

(x) Material Contracts. Set forth on Schedule 6.01(x) is a complete and accurate list as of the Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and (ii) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto, except to the extent that any such default could not reasonably be expected to result in a Material Adverse Effect.

(y) Investment Company Act. None of the Loan Parties is required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(z) Employee and Labor Matters. There is (i) no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened (in writing) against any Loan Party before any Governmental Authority and no grievance or arbitration proceeding pending or threatened (in writing) against any Loan Party that arises out of or under any collective bargaining agreement, in each case that could reasonably be expected to result in a Material Adverse Effect or (ii) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or, to the knowledge of any Loan Party, threatened (in writing) against any Loan Party that could reasonably be expected to result in a Material Adverse Effect. No Loan Party has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law that remains unpaid or unsatisfied. The hours worked and payments made to employees of any Loan Party have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent that such violations could not reasonably be expected to result in a Material Adverse Effect. All material payments due from any Loan Party on account of wages and employee health and

welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(aa) Customers and Suppliers. There exists no actual or, to the knowledge of any Loan Party, threatened (in writing) termination, cancellation or limitation of, or modification to or change in, the business relationship between (i) any Loan Party, on the one hand, and any customer or any group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any supplier or any group thereof, on the other hand, in either case with respect to clauses (i) and (ii), which could reasonably be expected to have a Material Adverse Effect.

(bb) [Intentionally Omitted].

(cc) [Intentionally Omitted].

(dd) Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN. Schedule 6.01(dd) sets forth a complete and accurate list as of the Effective Date of (i) the exact legal name of each Loan Party, (ii) the jurisdiction of organization of each Loan Party, (iii) the organizational identification number of each Loan Party (or indicates that such Loan Party has no organizational identification number), (iv)each material place of business of each Loan Party, (v) the chief executive office of each Loan Party and (vi) the federal employer identification number of each Loan Party.

(ee) Locations of Collateral. There is no location at which any Loan Party has any Collateral (except for Inventory in transit, assets at any location having a value not exceeding $500,000 in the aggregate, equipment out for repair or in use by employees in the ordinary course of business consistent with past practice and Collateral in the possession of the Collateral Agent) other than (i) those locations listed on Schedule 6.01(ee) and (ii) any other locations in the United States for which such Loan Party has provided notice to the Agents in accordance with Section 7.01(l) and, if necessary, use commercially reasonable efforts to obtain a written subordination or waiver or collateral access agreement in accordance with and to the extent required by Section 7.01(m).

(ff) Security Interests. Each Security Agreement creates in favor of the Collateral Agent, for the benefit of the Agents and the Lenders, a legal, valid and enforceable (subject to bankruptcy and creditors' rights generally) security interest in the Collateral secured thereby. Upon the filing of the UCC-1 financing statements described in Section 5.01(d) and the recording of the Collateral Assignments for Security referred to in each Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, such security interests in and Liens on the Collateral granted thereby which may be perfected by such filing shall be perfected, first priority security interests (subject to Permitted Liens), to the extent that such security interest can be perfected by such filings and recordings, and no further recordings or filings are or will be required in connection with the creation, perfection or enforcement of such security interests and Liens, other than (i) the filing of continuation statements in accordance with applicable law and (ii) the recording of the Collateral Assignments for Security pursuant to each Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, with respect to after-acquired U.S. patent and trademark applications and registrations and U.S. copyright registrations.

(gg) [Intentionally Omitted].

(hh) [Intentionally Omitted].

(ii) Anti-Money Laundering and Anti-Terrorism Laws.

(i) The Loan Parties and Subsidiaries, and to the best knowledge of any Loan Party, any controlled Affiliates of any of the Loan Parties, are and for the past six years have been in compliance in all material respects with Anti-Money Laundering and Anti-Terrorism Laws.

(ii) None of the Loan Parties, nor any Subsidiary, nor, to the best knowledge of any Loan Party, any controlled Affiliate of any of the Loan Parties, nor any officer or director of any of the Loan Parties, nor any of the Loan Parties' respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, is a Sanctioned Person.

(jj) Anti-Bribery and Anti-Corruption Laws.

(i) The Loan Parties and Subsidiaries, and to the best knowledge of any Loan Party, any controlled Affiliates of any of the Loan Parties, are and for the past five years have been in compliance in all material respects with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and the anti-bribery and anti-corruption laws of those jurisdictions in which they do business (collectively, the "Anti-Corruption Laws").

(ii) To the best knowledge of any Loan Party, except to the extent otherwise disclosed in writing to the Agents prior to the Effective Date, there are, and in the past five years have been, no allegations, pending or open investigations or pending inquiries, in each case of a Governmental Authority with regard to a potential violation of any Anti- Corruption Law by any of the Loan Parties or any of their respective current or former directors, officers, employees, principal shareholders or owners, or agents.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent, who shall then furnish such information to each Lender:

(i) as soon as available, and in any event within forty-five (45) days after the end of each fiscal quarter of the Parent and its Subsidiaries, commencing with the first fiscal quarter of the Parent and its Subsidiaries ending after the Effective Date, internally prepared consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows as at the end of such fiscal quarter in each case in the form prepared by the Administrative Borrower as of the Effective Date, or otherwise in form reasonably satisfactory to the Agents, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal quarter, all in reasonable detail and certified by an Authorized Officer of the Parent as fairly presenting, in all material respects, the financial position of the Parent and its Subsidiaries on a consolidated basis as at the end of such fiscal quarter and the results of operations, retained earnings and cash flows of the Parent and its Subsidiaries for such fiscal quarter, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments;

(ii) as soon as available, and in any event within one hundred and twenty (120) days after the end of each Fiscal Year of the Parent and its Subsidiaries, consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows of the Parent and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally accepted auditing standards, of independent certified public accountants of recognized standing selected by the Parent and reasonably satisfactory to the Agents (which opinion shall be without (A) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of the Parent or any of its Subsidiaries to continue as a going concern, (B) any qualification or exception (other than as a result of (x) the maturity date of any Indebtedness occurring within 12 months of the date of such audit and (y) any anticipated breach of any financial covenant contained in this Agreement) as to the scope of such audit, or (C) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 7.03);

(iii) as soon as available, and in any event within thirty (30) days after the end of each calendar month of the Parent and its Subsidiaries, commencing with the first calendar month of the Parent and its Subsidiaries ending after the Effective Date, internally prepared consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows as at the end of such fiscal month for the Parent and its Subsidiaries in each case in the form prepared by the Borrower as of the Effective Date, or otherwise in form reasonably satisfactory to the Agents, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, all in reasonable detail and certified by an Authorized Officer of the Parent as fairly presenting, in all material respects, the financial position of the Parent and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of the Parent and its

Subsidiaries for such fiscal month, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments;

(iv) simultaneously with the delivery of the financial statements of the Parent and its Subsidiaries required by clauses (i) and (ii) of this Section 7.01(a), a certificate of an Authorized Officer of the Parent (a "Compliance Certificate") in substantially the form attached hereto as Exhibit E, (A) stating that such Authorized Officer has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of the Parent and its Subsidiaries during the period covered by such financial statements with a view to determining whether the Parent and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which the Parent and/or its Subsidiaries propose to take or have taken with respect thereto; and (B) attaching a schedule showing the calculation of the financial covenant specified in Section 7.03 for the applicable period;

(v) as soon as available and in any event concurrently with the delivery of the financial statements required by Section 7.01(a)(iii), sales reports, in form and detail substantially in the form attached hereto as Exhibit F, setting forth (A) the amount of same store sales per Franchised Location for such monthly period, (B) the number of Franchised Locations opened and Franchise Agreements executed for such monthly period, (C) the aggregate Franchise Collections of the Parent and its Subsidiaries for such monthly period (showing on separate lines each major category of such Franchise Collections) and (D) delinquent Franchise Collections in excess of 5% of all Franchise Collections (individually) more than 90 days past due;

(vi) [Intentionally Omitted];

(vii) as soon as available and in any event not later than 30 days after the end of each Fiscal Year, a certificate of an Authorized Officer of the Parent (A) attaching a projected annual budget for the Parent and its Subsidiaries which includes projected monthly balance sheets, profit and loss statements, income statements and statements of cash flows of the Parent and its Subsidiaries for the immediately succeeding Fiscal Year for the Parent and its Subsidiaries (the most recently-delivered such projections being referred to herein as the "Projections"), supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, in form reasonably satisfactory to the Agents (it being agreed that Projections in substantially the form of the Projections delivered on or prior to the Effective Date are satisfactory to the Agents), and (B) certifying that the representations and warranties set forth in this Section 7.01(a)(vii) are true and correct with respect to the Projections; provided, that after a public offering of any Equity Interests of the Parent or any parent company of the Parent or after any of the foregoing otherwise have securities outstanding that cause one or more of them to become subject to the reporting obligations of the Exchange Act, the parties hereto agree that all Projections delivered after such public offering and any

other financial information marked as confidential so delivered shall be treated as material non- public information and shall be subject to the confidentiality terms set forth in Section 12.20, and the Agent acknowledges on behalf of the Lenders that trading in the securities of such entities while in possession of such Projections or other material non-public information could constitute a violation of the Exchange Act;

(viii) promptly after submission to any Governmental Authority, notice of such submission, and, upon request of any Agent, all material documents and material information furnished to such Governmental Authority, in each case in connection with any investigation of any Loan Party which, to the knowledge of such Loan Party, could reasonably be expected to result in a Material Adverse Effect;

(ix) as soon as reasonably practicable, and in any event within three (3) Business Days after an Authorized Officer of any Loan Party obtains knowledge of the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Administrative Borrower setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(x) (A) as soon as reasonably practicable and in any event within ten (10) days after any Loan Party or any ERISA Affiliate thereof knows or has reason to know that (1) any Reportable Event with respect to any Employee Plan has occurred, (2) any other Termination Event with respect to any Employee Plan has occurred, or (3) an accumulated funding deficiency has been incurred or an application has been made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including installment payments) or an extension of any amortization period under Section 412 of the Internal Revenue Code with respect to an Employee Plan, a statement of an Authorized Officer of the Administrative Borrower setting forth the details of such occurrence and the action, if any, that such Loan Party proposes to take with respect thereto, in the case of (1) through (3) above, except as could not reasonably be expected to result in material liability for any Loan Party, (B) promptly and in any event within three (3) days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from the PBGC, copies of each notice received by any Loan Party or any ERISA Affiliate thereof of the PBGC's intention to terminate any Plan or to have a trustee appointed to administer any Plan, (C) promptly and in any event within ten (10) days after the filing thereof with the Internal Revenue Service if requested by any Agent, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to each Employee Plan and Multiemployer Plan, (D) promptly and in any event within ten (10) days after any Loan Party or any ERISA Affiliate thereof knows or has reason to know that a required installment within the meaning of Section 412 of the Internal Revenue Code has not been made when due with respect to an Employee Plan and (E) promptly and in any event within three (3) days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from a sponsor of a Multiemployer Plan or from the PBGC, a copy of each notice received by any Loan Party or any ERISA Affiliate thereof concerning the imposition or amount of withdrawal liability under Section 4202 of ERISA or indicating that such Multiemployer Plan may enter reorganization status under Section 4241 of ERISA;

(xi) promptly after the commencement thereof but in any event not later than ten (10) Business Days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of the commencement of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator which could reasonably be expected to have a Material Adverse Effect;

(xii) promptly, and in any event within five (5) Business Days after any Authorized Officer of Parent or its Subsidiaries obtains knowledge thereof, notice of (a) the early termination of any Material Contract or any material portion thereof, (b) receipt by any Parent or any of its Subsidiaries of a written notice of default under any Material Contract, (c) any material amendment, supplement or other modification to any Material Contract (together with a copy thereof), and (d) any notice or other material correspondence relating to a dispute or audit threatened or initiated under any Material Contract, in each case under this subclause (d), that could reasonably be expected to have a Material Adverse Effect, and such information as the Administrative Agent may reasonably request regarding such dispute or audit and the resolution thereof;

(xiii) as soon as reasonably practicable and in any event within five (5) Business Days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party (other than with respect to a Disposition to another Loan Party);

(xiv) promptly upon receipt thereof, copies of all financial reports (including, without limitation, final management letters), if any, submitted to any Loan Party by its auditors in connection with any final annual audit of the books thereof; and

(xv) promptly upon reasonable request, such other information (other than information subject to confidentiality obligations with a third party or attorney client privilege or the sharing of which information is prohibited by applicable law, in which case, to the extent reasonably practical to provide the same, redacted summaries of such information shall be provided) concerning the condition or operations, financial or otherwise (including a listing of Accounts Receivable and accounts payable that reflects the amount and aging thereof), of any Loan Party as any Agent may from time to time may reasonably request.

(b) Additional Guaranties and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party (other than an Excluded Subsidiary) not in existence on the Effective Date (a "New Subsidiary"), to execute and deliver to the Collateral Agent promptly and in any event within forty-five (45) days after the formation, acquisition or change in status thereof (except with respect to clause (C) below, which the Loan Parties shall have sixty (60) days to comply with, provided that the Loan Parties shall deliver the items required by clause (C) below in accordance with Section 7.01(o)),

(A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or a Guarantor,

(B) a supplement to the Security Agreement, together with (1) certificates (if any) evidencing all of the Equity Interests of such Domestic Subsidiaries owned by such New Subsidiary, (2) undated stock powers executed in blank and (3) such opinions of counsel and such approving certificate of such Subsidiaries as the Collateral Agent may reasonably request in respect of complying with any legend on any such certificate or any other matter relating to such shares,

(C) if such New Subsidiary has a fee interest in any real property that would constitute After Acquired Property with a Current Value in excess of $500,000 if it were acquired by a Loan Party, if requested by the Collateral Agent, one or more Mortgages creating on such real property a perfected, first priority Lien on such real property, a Title Insurance Policy covering such real property, a current ALTA survey thereof and a surveyor's certificate, each in form and substance reasonably satisfactory to the Collateral Agent, together with such other agreements, instruments and documents as the Collateral Agent may require under Section 7.01(o),

(D) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement or Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets (other than Excluded Assets (as defined in the Security Agreement)) of such New Subsidiary shall become Collateral for the Obligations; and

(ii) each Loan Party that is an owner of the Equity Interests of any such New Subsidiary to execute and deliver promptly and in any event within fifteen (15) Business Days after the formation or acquisition of such New Subsidiary a Pledge Amendment (as defined in the Security Agreement), together with (A) certificates (if any) evidencing all of the Equity Interests of such Subsidiary, (B) undated stock powers or other appropriate instruments of assignment executed in blank, (C) such opinions of counsel and such approving certificate of such New Subsidiary as the Collateral Agent may reasonably request in respect of complying with any legend on any such certificate or any other matter relating to such shares and (D) such other agreements, instruments, approvals, legal opinions, or other documents reasonably requested by the Collateral Agent.

Notwithstanding anything to the contrary in the Loan Documents, in no event shall (a) any Excluded Subsidiary be required to become a Borrower or Guarantor or (b) any Loan Party be required to pledge (i) any Equity Interests of any Immaterial Subsidiary or (ii) more than 65% of the voting (and 100% of the non-voting) Equity Interests of any Foreign Subsidiary, in each case, so long as such Subsidiary remains an "Immaterial Subsidiary" or a "Foreign Subsidiary" as defined herein.

(c) Compliance with Laws, Etc. Comply, and cause each of its Subsidiaries to comply with all applicable Requirements of Law (including, without limitation, all Environmental Laws), judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing), except to the extent the failure to so comply could not reasonably be expected to have a Material Adverse Effect, such compliance to include,

without limitation, (i) paying before the same become delinquent all material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any of its properties, other than any such taxes, assessments and governmental charges which are less than $250,000 or which are being contested in good faith by proper proceedings which stay the imposition of any penalty, fine or enforcement of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP and (ii) paying all material lawful claims which if unpaid might become a Lien or charge upon any of its properties, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Except as otherwise expressly permitted by this Agreement, do or cause to be done all things reasonably necessary to maintain and preserve, and cause each of its Subsidiaries (other than Immaterial Subsidiaries) to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at reasonable times and during normal business hours, and, so long as no Event of Default has occurred and is continuing, upon reasonable prior notice at the expense of the Borrowers, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals, Phase I Environmental Site Assessments or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives, provided, that so long as no Event of Default shall have occurred and be continuing, (x) the Loan Parties shall not be obligated to pay the fees, costs and expenses for more than one (1) such inspections of the Loan Parties conducted during each consecutive twelve (12) month period during the term of this Agreement unless the regulatory authorities to which any Lender reports requires more frequent inspections (not to exceed one (1) inspection each quarter) based upon the regulatory credit rating applicable to Borrowers and (y) the Administrative Borrower shall be given a reasonable opportunity to have a representative present at any such inspection (and if the Administrative Borrower so elects to have a representative present at such inspection, then such inspection shall be held at a time that is reasonably acceptable to both the Administrative Borrower and the Agents). The Borrowers agree to pay (i) $850 per day per examiner (not to exceed one (1) examiner and a period of three (3) Business Days so long as no Event of Default has occurred and is continuing) plus the examiner's reasonable and documented out-of-pocket costs and expenses incurred in connection with all such visits, audits, inspections, appraisals, valuations

and field examinations and (ii) the reasonable and documented out-of-pocket cost of all visits, audits, inspections, appraisals, valuations and field examinations conducted by a third party on behalf of the Agents. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person with the agents and representatives of any Agent in accordance with this Section 7.01(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries (except for Immaterial Subsidiaries) to maintain and preserve, all of its material properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty and condemnation excepted, and comply, and cause each of its Subsidiaries (except for Immaterial Subsidiaries) to comply, at all times with the material provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent any such noncompliance could not reasonably be expected to result in a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, hazard and rent insurance) with respect to its properties (including all real properties leased or owned by it, and except, in the case of any leased real property, to the extent maintenance of insurance is the responsibility of any landlord under the lease with respect thereto) and business, in such amounts, subject to such deductibles and self-insurance retentions, and covering such risks as is required by any Governmental Authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Agents and the Lenders, as its interests may appear, under a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as the Agents may reasonably require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies; provided, however, that (i) each Agent hereby agrees that the terms of the Loan Parties' insurance certificates (and not the endorsements) in effect on the Effective Date are satisfactory to each Agent and (ii) payments made under such policies with respect to the Collateral shall be subject to Section 2.05(c)(viii). All certificates of insurance are to be delivered to the Collateral Agent (with copies thereof to the Administrative Agent), with the loss payable and additional insured endorsement in favor of the Collateral Agent and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than thirty (30) days' prior written notice to the Agents of the exercise of any right of cancellation (ten (10) days' prior written notice in the case of non-payment). If any Loan Party or any of its Subsidiaries fails to maintain such insurance, any Agent may, upon prior written notice to the Administrative Borrower, arrange for such insurance, but at the Borrowers' expense and without any responsibility on such Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations, in each case, which are necessary or useful in the proper conduct of its business, except where the failure to obtain, maintain and preserve could not reasonably be expected to result in a Material Adverse Effect.

(j) Environmental. (i) Keep any property either owned or operated by it or any of its Subsidiaries free of any Environmental Liens; (ii) comply in all material respects, and cause each of its Subsidiaries to comply in all material respects, with all Environmental Laws and provide to the Collateral Agent any documentation of such compliance which the Collateral Agent may reasonably request; (iii) provide the Agents written notice within five (5) days of any Release of a Hazardous Material in excess of any reportable quantity from or onto property at any time owned or operated by it or any of its Subsidiaries and take any Remedial Actions required by Environmental Laws to abate said Release; and (iv) provide the Agents with written notice within ten (10) days of the receipt of any of the following: (A) notice that an Environmental Lien has been filed against any property of any Loan Party or any of its Subsidiaries; (B) commencement of any Environmental Action or notice that an Environmental Action will be filed against any Loan Party or any of its Subsidiaries; and (C) notice of a violation, citation or other administrative order, in each case which could reasonably be expected to have a Material Adverse Effect.

(k) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may reasonably require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, to the extent contemplated by the other Loan Documents, (ii) to subject to valid and perfected first priority Liens (subject to Permitted Liens) on any of the Collateral or any other property of any Loan Party and its domestic Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, collaterally assign, transfer and confirm unto each Agent, and each Lender the rights, in each case, now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent, upon the occurrence and during the continuance of an Event of Default, to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(l) Change in Collateral Locations; Collateral Records. (i) Give the Agents not less than ten (10) days' prior written notice of any change in the location of any Collateral (other than (i) Inventory in transit, (ii) assets at any location having a value not exceeding $500,000 in the aggregate, (iii) equipment out for repair or in use by employees in the ordinary course of business consistent with past practice, (iv) Collateral in the possession of the Collateral Agent and (v) Collateral moved to a location set forth on Schedule 6.01(ee) (as amended from time to time by written notice to the Collateral Agent)).

(m) Landlord Waivers. At any time any Collateral with a book value in excess of $500,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party (whether such real property is now existing or acquired after the Effective Date) which is not owned by a Loan Party, upon the written request of the Collateral Agent, use commercially reasonable efforts to obtain written subordinations or waivers ("Landlord Waivers"), in form and substance reasonably satisfactory to the Collateral Agent, of all present and future Liens to which the owner or lessor of such premises may be entitled to assert against the Collateral.

(n) Subordination. Cause all Indebtedness and other obligations now or hereafter owed by it to any of its Subsidiaries that are not Loan Parties, to be subordinated in right of payment and security to the Indebtedness and other Obligations owing to the Agents and the Lenders pursuant to the Intercompany Subordination Agreement.

(o) After Acquired Real Property. Upon the acquisition by it or any of its Domestic Subsidiaries that is a Loan Party after the date hereof of any Material Real Estate Asset (each such interest being an "After Acquired Property"), as soon as reasonably practicable so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property after taking into account any liabilities with respect thereto that impact such fair market value. The Collateral Agent shall notify such Loan Party within ten (10) Business Days of receipt of notice from the Administrative Borrower whether it intends to require any of the Real Property Deliverables referred to below. Upon receipt of such notice, the Loan Party that has acquired such After Acquired Property shall furnish to the Collateral Agent as promptly as reasonably practicable the following, each in form and substance reasonably satisfactory to the Collateral Agent: (i) a Mortgage with respect to such real property and related assets located at the After Acquired Property, duly executed by such Loan Party and in recordable form; (ii) evidence of the recording of the Mortgage referred to in clause (i) above in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to create and perfect a valid and enforceable first priority lien on the After Acquired Property purported to be covered thereby (subject to Permitted Liens) or to otherwise protect the rights of the Agents and the Lenders thereunder, (iii) a Title Insurance Policy, (iv) a survey of such real property, certified to the Collateral Agent and to the issuer of the Title Insurance Policy by a licensed professional surveyor reasonably satisfactory to the Collateral Agent, provided that an existing survey shall be acceptable if sufficient for the applicable title insurance company to remove the standard survey exception and issue survey-related endorsements, (v) if requested, Phase I Environmental Site Assessments with respect to such real property, certified to the Collateral Agent by a company reasonably satisfactory to the Collateral Agent, and (vi) such other documents reasonable and customary or instruments (including guarantees and

enforceability opinions of counsel) as the Collateral Agent may reasonably require (clauses (i)- (vi), collectively, the "Real Property Deliverables"). The Borrowers shall pay all reasonable and documented out-of-pocket fees and expenses, including reasonable and documented out-of- pocket fees and expenses of one outside counsel and one local counsel in each relevant jurisdiction, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(o).

(p) Fiscal Year. Cause the Fiscal Year of the Parent and its Subsidiaries to end on December 31st of each calendar year unless the Agents consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(q) Franchise Matters. (i) Comply in all material respects with all of its material obligations under the Franchise Agreements to which it is a party; (ii) appear in and defend any action challenging the validity or enforceability of any Franchise Agreement, except for such actions which, individually or in the aggregate, have not had and could not reasonably be expected to result in a Material Adverse Effect; (iii) give prompt notice to the Collateral Agent of (A) any written notice of default given by such Loan Party under any Franchise Agreement with respect to any Franchisee-operated Franchised Locations that generates more than $350,000 in revenues for the Loan Parties in the last Fiscal Year of the Loan Parties, (B) any written notice by a Franchisee with respect to any Franchisee-operated Franchised Locations that generates more than $350,000 in revenues for the Loan Parties in the last Fiscal Year of the Loan Parties that terminates or threatens to terminate such Franchise Agreement or withhold any payments under such Franchise Agreement, together with a copy or statement of any information submitted or referenced in support of such notices and any reply by the Loan Party or its Subsidiary, and (C) any notice or other communication received by it in which any other party to any Franchise Agreement declares a breach or default by a Loan Party or Subsidiary of any material term under such Franchise Agreement; (iv) provide Franchisees and prospective Franchisees with a Franchise Disclosure Document or other disclosure statement of similar import as required by 16 C.F.R. 436, and (v) promptly upon any material amendment, revision or modification (except for any new, modified, terminated or expired Franchise Agreement in the ordinary course of business) to the information on Schedule 6.01(q), deliver an updated Schedule 6.01(q) to the Collateral Agent.

(r) [Intentionally Omitted].

(s) Post-Closing Obligations. As promptly as practicable, and in any event within the number of days after the Effective Date specified on Schedule 7.01(s) (or, upon the reasonable discretion of the Collateral Agent, at such other date specified by the Collateral Agent), the Loan Parties will deliver all documents and take all actions set forth on Schedule 7.01(s).

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan, or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor (other than an unauthorized financing statement (or the equivalent thereof) that names it or any of its Immaterial Subsidiaries as debtor so long as such unauthorized financing statement is promptly terminated after the Loan Parties obtain knowledge thereof); sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) while the Obligations remain outstanding, other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions. Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act (the "Act") or any comparable transaction under any similar law, or convey, sell, lease or sublease, transfer or otherwise dispose of, whether in one transaction or a series of related transactions, all or any part of its business, property or assets, whether now owned or hereafter acquired, or permit any of its Subsidiaries (other than Immaterial Subsidiaries) to do any of the foregoing; provided, however, that

(i) (w) any wholly-owned Subsidiary of any Loan Party and any Loan Party (other than the Parent) may be merged, consolidated, amalgamated or liquidated into such Loan Party (other than the Parent) or another wholly-owned Subsidiary of such Loan Party, or may consolidate or amalgamate with another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 10 Business Days' prior written notice of such merger, amalgamation, liquidation or consolidation, (C) no Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, amalgamation, liquidation or consolidation in any material respect, and (E) in the case of any merger or consolidation involving a Loan Party, the surviving Subsidiary, if any, is joined as a Loan Party hereunder (to the extent not already a Loan Party) pursuant to a Joinder Agreement and is a party to a Security Agreement and the Equity Interests of such Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, amalgamation, liquidation or consolidation; (x) any Immaterial Subsidiary may be dissolved or merged with and into a Loan Party so long as upon the dissolution of such Immaterial Subsidiary, the Loan Parties shall provide the Administrative Agent a certificate of an Authorized Officer of the Administrative Borrower attaching all documentation authorizing and evidencing the dissolution or merger of such Immaterial Subsidiary; (y) any Subsidiary that is not a Loan Party may merge or consolidate with another Subsidiary that is not a Loan Party or, if the surviving entity is or becomes a Loan Party, with a Subsidiary that is a Loan Party; and (z) a merger, dissolution, liquidation or consolidation, the purpose of which is to effect a Disposition permitted pursuant to Section 7.02(e);

(ii) any Loan Party and its Subsidiaries may (A) sell, assign or transfer Inventory in the ordinary course of business, and (B) make Permitted Dispositions, provided that the Net Cash Proceeds of such Permitted Dispositions, in all cases, are applied pursuant to the terms of Section 2.05(c)(v), if applicable; provided further, that each of the Administrative Agent and the Collateral Agent agrees that (x) a Loan Party's liability (whether as a Borrower, Guarantor or "Grantor" under the Security Agreement) in respect of the Obligations shall be automatically terminated in the event (and upon the consummation of) the sale or other disposition of such Loan Party as permitted hereunder and (y) it shall take such actions as are reasonably requested by the Administrative Borrower and at the Administrative Borrower's expense to terminate the Liens and security interests created under the Loan Documents with respect to such Loan Party;

(iii) any Loan Party and its Subsidiaries may consummate a Permitted Acquisition; and

(iv) any Loan Party and any Subsidiary of any Loan Party may consummate a transaction permitted by Section 7.02(e).

(d) Change in Nature of Business. Make, or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make any loan, advance, guarantee of obligations, other extension of credit or capital contributions to, or hold or invest in or commit or agree to hold or invest in, or purchase or otherwise acquire or commit or agree to purchase or otherwise acquire any shares of the Equity Interests, bonds, notes, debentures or other securities of, or make or commit or agree to make any other investment in, any other Person or purchase all or substantially all of the assets of any other Person (each an "Investment"), or permit any of its Subsidiaries to do any of the foregoing, except for:

(i) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof that are materially adverse to the interests of the Lenders,

(ii) (A) loans and advances by a Loan Party or non-Loan Party Subsidiary to a Loan Party, provided that such loans and advances by a non-Loan Party to a Loan Party shall be subordinated in right of payment to the Obligations and shall be subject to the Intercompany Subordination Agreement and (B) loans and advances by a non-Loan Party Subsidiary to any other non-Loan Party Subsidiary,

(iii) Investments made by a Loan Party after the Effective Date in or to non-Loan Party Subsidiaries in an aggregate amount not to exceed $250,000 at any time outstanding; provided that (A) such Investments made after the Effective Date under this clause (iii) shall not be made unless (1) no Event of Default has occurred and is continuing or would

result from such Investments and (2) Availability plus Qualified Cash is greater than $5,000,000 immediately before and after giving effect to such Investments and (B) the owner of the Equity Interests of such non-Loan Party Subsidiary complies with the requirements of Sections 7.01(b)(ii) with respect to the pledge of the Equity Interests of such non-Loan Party Subsidiary,

(iv) advances to officers, directors and other employees of the Loan Parties in an aggregate outstanding amount at any one time not in excess of $250,000,

(v) extensions of trade credit in the ordinary course of business,

(vi) Investments in cash and Cash Equivalents (including deposits and other accounts in which such cash and Cash Equivalents are maintained),

(vii) Permitted Acquisitions and intercompany Investments among and between the Loan Parties and Subsidiaries of any Loan Party that directly result in a Permitted Acquisition,

(viii) Permitted Investments,

(ix) Investments consisting of Permitted Indebtedness;

(x) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business to the extent permitted by Section 7.02(o), and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors in the ordinary course of business,

(xi) Investments arising directly out of the receipt by the Loan Parties of non-cash consideration for any sale of assets permitted under Section 7.02(c); provided, that such non-cash consideration shall in no event exceed 25% of the total consideration received for such sale,

(xii) Investments in the ordinary course of business consisting of indorsements for collection or deposit and customary trade arrangements with customers consistent with past practices,

(xiii) advances made in connection with purchases of goods or services in the ordinary course of business,

(xiv) Indebtedness constituting an Investment to the extent permitted under Section 7.02(b),

(xv) capitalization or forgiveness of any debt owed by a Loan Party to another Loan Party,

(xvi) holding of Investments to the extent such Investments reflect an increase in the value of the Investments,

(xvii) Investments consisting of earnest money required in connection with a Permitted Acquisition or other Investment,

(xviii) Investments held by a Person that becomes a Loan Party or a Subsidiary of a Loan Party (or is merged, amalgamated or consolidated with or into a Loan Party or a Subsidiary of a Loan Party) after the Effective Date to the extent that such Investments (1) existed prior to such Person becoming a Loan Party or a Subsidiary of a Loan Party and (2) were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation,

(xix) Investments funded with proceeds of Equity Interests (other than, in the case of Parent, Disqualified Equity Interests) or capital contributions to, or paid for with equity of, Parent (other than capital contributions funded with the proceeds of Indebtedness incurred by any Loan Party or a Subsidiary of a Loan Party), and

(xx) Investments consisting of acquired franchisee locations; provided (i) such locations are resold within 12 months of purchase, (ii) the aggregate amount of such Investments shall not exceed $3,000,000 at any time outstanding, (iii) on a pro forma basis, after giving effect to the consummation of the proposed acquisition, the Loan Parties shall be in pro forma compliance with the covenants set forth in Section 7.03 hereof and (iv) no Event of Default shall exist either before or after giving effect to such Investment);

(xxi) Investments consisting of the purchase of minority Equity Interests in Subsidiaries; so long as (A) the aggregate amount of such Investments so purchased shall not exceed (1) $3,500,000 at any time prior to an initial public offering of the Parent (or any parent company of the Parent) and (2) $5,000,000 at any time after such initial public offering, (B) on a pro forma basis, after giving effect to any such Investment, (1) no Event of Default has occurred and is continuing or would result from such Investment, and (2) Availability plus Qualified Cash (excluding any amounts in funding market accounts) shall be greater than $12,000,000 and (C) Consolidated EBITDA for the most recent trailing four fiscal quarter period for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv) shall be greater than $60,000,000; and

(xxii) other Investments in an aggregate outstanding amount at any one time not exceeding $750,000 in any Fiscal Year.

(f) [Intentionally Omitted].

(g) [Intentionally Omitted].

(h) Restricted Payments. (i) Declare or pay any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Act or any comparable transaction under any similar law, (ii) make any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (iii) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the

purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (iv) return any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or make any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (v) pay any management fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting or other services agreement (in each case excluding compensation, including bonuses, indemnities and expense reimbursement under customary employment arrangements) to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party (clauses (i) through (v), a "Restricted Payment"); provided, however,

(A) (1) To the extent each of Parent and Borrower is treated as a partnership or disregarded entity for United States federal income tax purposes, each Loan Party may make distributions to Parent to permit Parent to promptly make distributions to its equity holders, in each case, at least quarterly, in an aggregate amount not to exceed the product of (A) the estimated or actual taxable income (if any) of Parent, as determined for federal income tax purposes, computed without regards to any basis adjustment pursuant to Section 734, 743 or 754 of the Internal Revenue Code and any applicable comparable provision of state, local and foreign income tax law and (B) the sum of the maximum federal, state and local income tax rates applicable to any direct or indirect equity owner of Parent, reflecting any reduced rate applicable to any special class of income that is in effect for such taxable period and (2) for any taxable period (or portion thereof) for which Parent or Borrower or any of their Subsidiaries are members of a consolidated, combined, unitary or similar income tax group for U.S. federal or applicable foreign, state or local income tax purposes of which an entity other than Borrower or any of its Subsidiaries is the common parent (a "Tax Group"), Borrower may make distributions to Parent, for Parent to pay, or to permit Parent to promptly make distributions up the chain of ownership to such common parent to pay, the portion of any U.S. federal, foreign, state or local income taxes (as applicable) of such Tax Group for such taxable period that are attributable to the net taxable income of the Borrower and/or its Subsidiaries, provided that, solely for purposes of this clause (2), for each taxable period, the amount of such payments made in respect of such taxable period in the aggregate will not exceed the amount that the Borrower and the applicable Subsidiary or Subsidiaries, as applicable, would have been required to pay in respect of such net taxable income as stand-alone taxpayers or a stand-alone Tax Group (each of the distributions described in clauses (1) and (2), "Tax Distributions"); provided that (x) any Tax Distribution made with respect to estimated income taxes shall be made no earlier than 10 days prior to the due date of such estimated income taxes (assuming that the recipient of such Tax Distribution is a corporation); (y) any Tax Distribution made with respect to a final income tax return to be filed with respect to any year shall be made no earlier than 10 days prior to the due date of such income tax return (assuming the recipient of such Tax Distribution is a corporation); and (z) to the extent that the aggregate Tax Distributions made by the Parent with respect to any calendar year or portion thereof in accordance with the preceding clauses (x) and (y) exceed the income tax liability of the Parent determined in accordance with the foregoing provisions of this definition (including as a result of the estimates of the Parent's net taxable income during such year exceeding the Parent's actual net taxable income for such year), then any such excess shall be carried forward and reduce Tax Distributions made for later years;

(B) the Subsidiaries of the Parent may pay dividends or make distributions to the Administrative Borrower or the Parent in amounts necessary to enable the Administrative Borrower or the Parent to pay (i) customary expenses arising in the ordinary course of the Administrative Borrower's or the Parent's business solely as a result of its ownership and operation of the other Loan Parties and their respective Subsidiaries, (ii) ordinary course corporate operating expenses (including salaries and related reasonable and customary expenses incurred by or allocated to employees of the Administrative Borrower or the Parent) and other fees and expenses required to maintain its corporate existence, (iii) reasonable fees and out-of-pocket expenses related to its compliance with or actions which are expressly permitted under the terms of this Agreement and the other Loan Documents and (iv) reasonable fees and expenses incurred in connection with any debt or equity offering by Parent to the extent the proceeds thereof are (or, in the case of an unsuccessful offering, were intended to be) used for the benefit of the Loan Parties, whether or not completed; provided that the aggregate amount of such dividends and distributions in any Fiscal Year to the Parent under subparts (i)-(iv) of this clause (B) shall not exceed $500,000;

(C) reasonable and customary indemnities provided to, and reasonable and customary fees paid to, members of the board of directors of Parent;

(D) the Subsidiaries of Parent may make dividends and distributions to Parent solely to enable Parent to pay, and Parent may pay (1) Permitted Management Fees and (2) reasonable out-of-pocket expense reimbursements and indemnities to the Sponsor and other Permitted Holders incurred in connection with management of Parent and its Subsidiaries in an aggregate amount not exceeding $250,000 in any Fiscal Year;

(E) Parent and its Subsidiaries may make dividends and distributions to the extent permitted by Section 7.02(l) or 7.02(j)(ix).

(F) so long as no Event of Default has occurred and is continuing or would result therefrom and so long as Availability plus Qualified Cash (both before and immediately after giving effect to such repurchase or redemption) is not less than $5,000,000, the Loan Parties and their Subsidiaries may repurchase, redeem, retire or otherwise acquire for value Equity Interests (including any stock appreciation rights in respect thereof) of the Loan Parties from current or former employees, directors or officers, provided that the aggregate cash payments in respect of such repurchases, redemptions, retirements and acquisitions shall not exceed the sum of (i) $500,000 after the Effective Date and (ii) any proceeds received by a Loan Party during such Fiscal Year from the sale or issuance of Equity Interests of Parent to directors, officers or employees of a Loan Party or a Subsidiary of a Loan Party in connection with permitted employee compensation and incentive arrangements;

(G) [Intentionally Omitted];

(H) each Loan Party and each Subsidiary of a Loan Party may make non-cash repurchases of Equity Interests deemed to occur upon exercise of stock options or similar equity incentive awards if such Equity Interest represents a portion of the exercise price of such options or similar equity incentive awards; and

(I) (i) after an initial public offering and so long as no Event of Default has occurred and is continuing or would result therefrom (1) any Restricted Payment the proceeds of which will be used to pay listing fees and other costs and expenses attributable to being a publicly traded company which are reasonable and customary, including Public Company Costs and (2) Restricted Payments not to exceed up to 6.00% per annum of the Net Cash Proceeds received by (or contributed to) Parent and its Subsidiaries from such public offering and (ii) after any public equity issuance following the occurrence of an initial public offering, 100% of the Net Cash Proceeds of such public equity issuance.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under and in a manner that violates the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) as necessary or desirable for the prudent operation of its business and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, (ii) transactions (x) with another Loan Party and (y) between Subsidiaries that are not Loan Parties, (iii) transactions expressly permitted under this Agreement, (iv) sales of Equity Interests of the Parent to Affiliates of the Parent not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) the payment of fees and expenses in connection with the consummation of the Transaction, (vi) entering into employment and severance arrangements between Parent, any other Loan Party and their Subsidiaries and their respective officers and employees, (vii) other transactions set forth on Schedule 7.02(j), (viii) the payment of customary fees and reimbursement of reasonable out-of- pocket costs of, and customary indemnities provided to or on behalf of, directors, officers and employees of Parent, the other Loan Parties and their Subsidiaries in the ordinary course of business or to their Affiliates and (ix) payments by the Borrower and Parent to fund payments to satisfy obligations of Xponential Fitness, Inc. under the Tax Receivable Agreement, including pursuant to any early termination thereof.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents, and any other agreement or document evidencing Subordinated Indebtedness;

(B) any agreements in effect on the date of this Agreement and described on Schedule 7.02(k);

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), any agreement setting forth customary restrictions on the subletting, assignment or transfer of any property or asset that is a lease, license, conveyance or contract of similar property or assets;

(E) in the case of clause (iv) any agreement, instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) restricting on customary terms the transfer of any property or assets subject thereto;

(F) in the case of clause (iv), restrictions contained in an agreement related to the sale of such property that limits the transfer of such property pending the consummation of such sale; or

(G) in the case of clause (iv), restrictions with respect to a Subsidiary of Parent imposed pursuant to an agreement that has been entered into in connection with the disposition of all or substantially all of (x) the Equity Interests of such Subsidiary or (y) the assets of such Subsidiary.

(l) Limitation on Issuance of Equity Interests. Except as otherwise permitted by this Agreement (including under clause (j) of the definition of Permitted Dispositions), issue or sell or enter into any agreement or arrangement for the issuance and sale of, or permit any of its Subsidiaries to issue or sell or enter into any agreement or arrangement for the issuance and sale of, any shares of its Equity Interests, any securities convertible into or exchangeable for its Equity Interests or any warrants; provided that (x) the Parent or any other Loan Party may issue Equity Interests or Qualified Equity Interests to any Permitted Holder, any other Loan Party, any officer or director of a Loan Party or, solely with respect to the Parent, to any other Person so long as (i) no Change of Control would result therefrom and (ii) the requirements of Section 2.05(c)(vi) are satisfied and (y) Subsidiaries of Parent may issue additional Equity Interests to other Subsidiaries or Loan Parties, so long as the requirements of Section 4 of the Security Agreement and/or Section 7.01(b), if applicable, with respect to the pledge and delivery of such Equity Interests to the Collateral Agent are satisfied.

(m) Modifications and Prepayments of Subordinated Indebtedness, Amendments to Governing Documents; Certain other Changes.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Subordinated Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement)

relating to any such Subordinated Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made earlier than the date originally scheduled on, such Subordinated Indebtedness, would increase the interest rate applicable to such Subordinated Indebtedness, would change the subordination provision, if any, of such Subordinated Indebtedness, or would otherwise be materially adverse to the Lenders in any respect,

(ii) except for (x) the Obligations or (y) any Indebtedness owing by a Subsidiary of a Loan Party to a Loan Party or to another Subsidiary of a Loan Party if the obligor is not a Loan Party, make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Subordinated Indebtedness (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Subordinated Indebtedness when due), or refund, refinance, replace or exchange any other Indebtedness for any such Subordinated Indebtedness (except to the extent such Indebtedness is otherwise expressly permitted by the definition of "Permitted Indebtedness" or such transaction is a Permitted Refinancing), make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Subordinated Indebtedness in violation of the subordination provisions thereof or any subordination agreement with respect thereto, or make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Subordinated Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event in violation of the subordination provisions thereof or any subordination agreement with respect thereto;

(iii) other than with respect to Immaterial Subsidiaries, amend, modify or otherwise change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN, except that a Loan Party or a Subsidiary of a Loan Party may (A) change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN in connection with a transaction permitted by Section 7.02(c) and (B) change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN upon at least ten (10) days' (or such shorter period agreed to by the Collateral Agent) prior written notice by the Administrative Borrower to the Collateral Agent of such change and so long as, at the time of such written notification, such Person provides all information reasonably required in connection with financing statements or fixture filings necessary to perfect and continue perfected the Collateral Agent's Liens; or

(iv) other than with respect to Immaterial Subsidiaries, amend, modify or otherwise change any of its Governing Documents, including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it, with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements (excluding any amendments permitting a "plan of division" under the Act or any comparable transaction under any similar law) pursuant to this clause (iv) that could not reasonably be expected to have a Material Adverse Effect.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to be required to register under the Investment Company Act of 1940, as amended, by virtue of being an "investment company" not entitled to an exemption within the meaning of such Act.

(o) Franchise Agreements. (i) Enter into additional Franchise Agreements after the date hereof unless such Franchise Agreements are entered into in the ordinary course of such Loan Party's business (which shall include, for the avoidance of doubt, new lines of business substantially similar or related to the Loan Parties' existing lines of business); (ii) waive or release any Franchisee from the observance or performance of any material monetary obligation which exceeds, in the aggregate, $250,000 per fiscal quarter to be performed under the terms of the Franchise Agreement to which such Franchisee is a party, or any liability on account of any material representation or warranty given thereunder which may reasonably be expected to result in a Material Adverse Effect, without the prior written consent of the Collateral Agent; (iii) amend, supplement or terminate any Franchise Agreement, without the prior written consent of the Collateral Agent, except, in the case of subsections (ii) and (iii), for such waivers, releases, or amendments, supplements or terminations (as applicable) which, individually or in the aggregate, have not had and could not reasonably be expected to result in a Material Adverse Effect; or (iv) terminate and permanently close more than twenty five (25) Franchised Locations during any Fiscal Year or fifty (50) Franchised Locations in the aggregate after the Effective Date. For the avoidance of doubt, a Franchised Location will not be deemed "permanently closed" for purposes of the preceding clause (iv) if such Franchised Location is re- opened for business by either a Loan Party or a Franchisee within thirty (30) days after the date on which it was closed.

(p) Properties. Permit any material portion of any property to become a fixture with respect to real property for which a Loan Party is a lessee under the applicable lease agreement or to become an accession with respect to other personal property with respect to which real or personal property the Collateral Agent does not have a valid and perfected first priority Lien (subject to Permitted Liens) or has not used commercially reasonable efforts to obtain a written subordination or waiver in accordance with Section 7.01(m).

(q) ERISA. Except where any failure to comply could not reasonably be expected to result in a Material Adverse Effect: (i) Engage, or permit any Subsidiary to engage, in any transaction described in Section 4069 of ERISA; (ii) engage in any prohibited transaction described in Section 406 of ERISA or Section 4975 of the Internal Revenue Code for which a statutory or class exemption is not available or a private exemption has not previously been obtained from the U.S. Department of Labor; (iii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides health or welfare benefits to employees after termination of employment other than as required by Section 601 of ERISA or applicable law or as could not reasonably be expected to give rise to any material liability for any Loan Party; (iv) fail to make any contribution or payment to any Multiemployer Plan that it may be required to make under any agreement relating to such Multiemployer Plan, or any law pertaining thereto; or (v) fail, or permit any ERISA Affiliate to fail, to pay any required installment or any other payment required under Section 412 of the Internal Revenue Code on or before the due date for such installment or other payment.

(r) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials at any property owned or leased by it or any of its Subsidiaries, except in compliance in all material respects with Environmental Laws.

(s) [Intentionally Omitted].

(t) Parent as Holding Company. Permit the Parent to incur any Indebtedness for borrowed money (other than Indebtedness arising under the Loan Documents), own or acquire any assets (other than the Equity Interests of other Loan Parties and Subsidiaries or any assets incidental thereto and other assets with de minimis fair market value) or engage itself in any operations or business (other than actions required for compliance with, or are expressly permitted under, the Loan Documents, activities in connection with or in preparation for an initial public offering, entry into and performance of the Tax Receivable Agreement, including pursuant to any early termination thereof and other activities incidental to being a holding company).

(u) Amendments to Material Contracts. Agree to any material amendment or other material change to or material waiver of any of its rights under any Material Contract in any manner that, taken as whole, would be materially adverse to the interests of any Loan Party or the Lenders.

(v) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien (other than Permitted Liens) in favor of the Agents or the Lenders upon any of its property or revenues, whether now owned or hereafter acquired, except the following: (i) this Agreement, the other Loan Documents, and any other agreement or document evidencing Subordinated Indebtedness, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement or that expressly permits Liens for the benefit of the Lenders and the Agents with respect to the Loans and the Obligations under the Loan Documents on a senior basis without the requirement that such holders of such Indebtedness be secured by such Liens on an equal and ratable basis, (iii) arise pursuant to applicable Requirements of Law, or arise in connection with any Disposition permitted by Section 7.02(c) and is applicable solely to the property subject to such Disposition, (iv) customary restrictions in leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions only relate to the assets subject thereto, and (v) customary provisions restricting assignment or transfer contained in any permit or license, issued by a Government Authority.

(w) Anti-Money Laundering and Anti-Terrorism Laws.

(i) None of the Covered Entities or agents, shall:

(A) conduct any business or engage in any transaction or dealing with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person in violation of any of the Anti-Money Laundering and Anti-Terrorism Laws;

(B) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to the OFAC Sanctions Programs in violation of any of the Anti-Money Laundering and Anti- Terrorism Laws;

(C) use any of the proceeds of the transactions contemplated by this Agreement to finance, promote or otherwise support in any manner (i) any Sanctioned Person or (ii) any illegal activity, including, without limitation, any violation of the Anti-Money Laundering and Anti-Terrorism Laws or any specified unlawful activity as that term is defined in the Money Laundering Control Act of 1986, 18 U.S.C. §§ 1956 and 1957; or

(D) violate, attempt to violate, or engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, any of the Anti-Money Laundering and Anti-Terrorism Laws.

(ii) None of the Loan Parties, nor any Covered Entity of any of the Loan Parties, nor any officer, director or principal shareholder or owner of any of the Loan Parties, nor any of the Loan Parties' respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, shall be or shall become a Sanctioned Person.

(x) Anti-Bribery and Anti-Corruption Laws. None of the Loan Parties shall offer, promise, pay, give, or authorize the payment or giving of any money, gift or other thing of value, directly or indirectly, to or for the benefit of any Foreign Official for the purpose of: (1) influencing any act or decision of such Foreign Official in his, her, or its official capacity; or (2) inducing such Foreign Official to do, or omit to do, an act in violation of the lawful duty of such Foreign Official, or (3) securing any improper advantage, in order to obtain or retain business for, or with, or to direct business to, any Person.

(y) Accounting Methods. Significantly modify or change, or permit any of its Subsidiaries to significantly modify or change, its method of accounting or accounting principles from those utilized in the preparation of the Financial Statements (other than as may be required to conform to GAAP).

Section 7.03 Financial Covenant. So long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Total Leverage Ratio.

(i) Commencing with the fiscal quarter ending March 31, 2020, at any time prior to the funding of the Delayed Draw Term Loan, permit the Total Leverage Ratio of the Parent and its Subsidiaries (on a consolidated basis) for each period of four

(4) consecutive fiscal quarters of the Parent and its Subsidiaries (on a consolidated basis) for which the last quarter ends on a date set forth below to be greater than the applicable ratio set forth below opposite such date:

Fiscal Quarter End	Total Leverage Ratio
March 31, 2020	3.30:1.00
June 30, 2020	3.45:1.00
September 30, 2020	3.70:1.00
December 31, 2020	3.97:1.00
March 31, 2021	3.73:1.00
June 30, 2021	3.38:1.00
September 30, 2021	3.57:1.00
December 31, 2021	3.06:1.00
March 31, 2022	2.72:1.00
June 30, 2022	2.45:1.00
September 30, 2022 and each fiscal quarter ended thereafter	2.50:1.00

(ii) Commencing with the fiscal quarter in which the funding of the Delayed Draw Term Loan has occurred, permit the Total Leverage Ratio of the Parent and its Subsidiaries (on a consolidated basis) for each period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries (on a consolidated basis) for which the last quarter ends on a date set forth below to be greater than the applicable ratio set forth below opposite such date:

Fiscal Quarter End	Total Leverage Ratio
March 31, 2020	3.57:1.00
June 30, 2020	3.72:1.00
September 30, 2020	4.00:1.00
December 31, 2020	4.29:1.00
March 31, 2021	4.03:1.00

Fiscal Quarter End	Total Leverage Ratio
June 30, 2021	3.66:1.00
September 30, 2021	3.85:1.00
December 31, 2021	3.30:1.00
March 31, 2022	2.94:1.00
June 30, 2022	2.65:1.00
September 30, 2022 and each fiscal quarter ended thereafter	2.50:1.00

ARTICLE VIII

CASH MANAGEMENT AND OTHER COLLATERAL MATTERS

Section 8.01 Cash Management Arrangements. (a) Subject to clause (d) below, the Loan Parties shall establish and maintain cash management services of a type that is substantially consistent with past practice or on terms reasonably satisfactory to the Agents at one or more of the banks set forth on Schedule 8.01 (each a "Cash Management Bank") solely in connection with the Cash Management Accounts.

(b) Subject to Section 7.01(s), the Loan Parties shall with respect to each Cash Management Account (other than an Excluded Account), deliver to the Collateral Agent a shifting Account Control Agreement with respect to such Cash Management Account. At all times prior to the occurrence of an Event of Default, the Loan Parties shall have full access to the cash on deposit in the Cash Management Accounts, and the Collateral Agent agrees not to deliver a control notice or take any other action to control the Cash Management Accounts unless and until an Event of Default has occurred and is continuing. The Collateral Agent further agrees that if an Event of Default is waived by the Required Lenders, the Collateral Agent shall provide notice to the Cash Management Bank and take all other commercially reasonable actions necessary to revert control of such Cash Management Accounts to the Loan Parties.

(c) Upon the terms and subject to the conditions set forth in an Account Control Agreement with respect to a Cash Management Account, all amounts received in such Cash Management Account shall at the Administrative Agent's direction be wired each Business Day into the Administrative Agent's Account, except that, so long as no Event of Default has occurred and is continuing, the Administrative Agent will not direct the Cash Management Bank to transfer funds in such Cash Management Account to the Administrative Agent's Account.

(d) So long as no Event of Default has occurred and is continuing, the Borrowers may amend Schedule 8.01 to add or replace a Cash Management Bank or Cash Management Account; provided, however, that prior to the date that is sixty (60) days following the date of the opening of such Cash Management Account, each Loan Party and such prospective Cash Management Bank shall have executed and delivered to the Collateral Agent an Account Control Agreement.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default. If any of the following Events of Default shall occur and be continuing:

(a) any Borrower shall fail to pay (i) any principal of any Loan or any Agent Advance when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), or (ii) any interest on any Loan or any Agent Advance or any fee, indemnity or other amount payable under this Agreement or any other Loan Document when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure to pay any amount described in clause (ii) shall continue for three (3) Business Days;

(b) any representation or warranty made by any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any report, certificate or other document delivered to any Agent or any Lender pursuant to any Loan Document, which representation or warranty is subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any respect when made; or any representation or warranty made by any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any report, certificate or other document delivered to any Agent or any Lender pursuant to any Loan Document, which representation or warranty is not subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any material respect when made;

(c) any Loan Party shall fail to perform or comply with (i) any covenant or agreement contained in subsections(a), (d) (with respect to the Loan Parties) and (f) of Section 7.01, or any covenant or agreement contained in Section 7.02, Section 7.03 (provided, that it is expressly understood and agreed that any breach of Section 7.03 is subject to the provisions of Section 9.02 and the cure right set forth therein) orARTICLE VIII, (ii) any covenant or agreement contained in subsections (b), (h), (l), (n), (p) and (q) of Section 7.01, and such failure, if capable of being remedied, shall remain unremedied for a period of fifteen (15) Business Days after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall been given by any Agent to such Loan Party;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for thirty (30) days after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) shall fail to pay any of its Indebtedness (excluding Indebtedness evidenced by this Agreement) having an aggregate principal amount outstanding in excess of $1,500,000 (plus any applicable interest and legal costs and expenses incurred in connection therewith), or any payment of principal, interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace or cure period (it being agreed that the minimum grace period for any non- accelerated Indebtedness shall be ten (10) Business Days), if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of sixty (60) days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof or solely as a result of an action or failure to act on the part of the Agents) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is a party thereto, or a proceeding shall be commenced by any

such Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Agreement, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason (other than release by the Collateral Agent pursuant to the terms hereof or thereof or the failure of the Agents to make required filings or take required actions based on accurate information timely provided by the Loan Parties) fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral with a fair market value of more than $1,500,000 in the aggregate purported to be covered thereby;

(j) [Intentionally Omitted];

(k) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could without further action by any court result in a judgment, order or award) for the payment of money exceeding $1,500,000 in the aggregate, shall be rendered against any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) and remain unpaid, undischarged or unsatisfied and either (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement, (ii) there shall be a period of thirty (30) consecutive days after entry thereof during which a stay of enforcement of any such judgment, order, award or settlement, by reason of a pending appeal or otherwise, shall not be in effect, or (iii) at any time during which a stay of enforcement of any such judgment, order, award or settlement, by reason of a pending appeal or otherwise, is in effect, such judgment, order, award or settlement is not bonded in the full amount of such judgment, order, award or settlement; provided, however, that any such judgment, order, award or settlement shall not give rise to an Event of Default under this subsection (k) if and for so long as (A) the amount of such judgment, order, award or settlement is covered by a valid and binding policy of insurance between the defendant and the insurer covering full payment thereof (other than any deductible) or an amount sufficient to lower the exposure below $1,500,000 and (B) such insurer has been notified, and has not disputed the claim made for payment, of the amount of such judgment, order, award or settlement;

(l) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting all or any material part of its business for more than thirty (30) consecutive days if such injunction, restraint or other prevention could reasonably be expected to result in a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any material license or material permit now held or hereafter acquired by any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary), if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, of any Loan Party or any of its Subsidiaries (other than Immaterial Subsidiaries) under any criminal statute, or commencement of criminal or civil

proceedings against any Loan Party or any of its Subsidiaries (other than Immaterial Subsidiaries), pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the Collateral of such Person if such criminal or civil proceedings could reasonably be expected to have a Material Adverse Effect;

(o) any Loan Party or any of its ERISA Affiliates shall have made a complete or partial withdrawal from a Multiemployer Plan (as such term is defined in Part I of Subtitle E of Title IV of ERISA), and, as a result of such complete or partial withdrawal, any Loan Party is reasonably expected to be required to pay a withdrawal liability in an annual amount exceeding $2,500,000 in the aggregate; or a Multiemployer Plan enters reorganization status under Section 4241 of ERISA, and, as a result thereof any Loan Party is reasonably expected to be required to pay annual contributions with respect to such Multiemployer Plan in an annual amount exceeding $2,500,000 in the aggregate;

(p) any Termination Event with respect to any Employee Plan shall have occurred, and, thirty (30) days after notice thereof shall have been given to any Loan Party by any Agent, (i) such Termination Event (if correctable) shall not have been corrected, and (ii) the then current value of such Employee Plan's vested benefits exceeds the then current value of assets allocable to such benefits in such Employee Plan by more than $2,500,000 in the aggregate (or, in the case of a Termination Event involving liability under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 or 4975 of the Internal Revenue Code, the liability is in excess of such amount) and, in the case of clauses (i) or (ii), any Loan Party is reasonably expected to be required to fund or pay such liability; or

(q) a Change of Control shall have occurred;

then, and in any such event and anytime thereafter during the continuance of such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Administrative Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) declare all or any portion of the Loans then outstanding to be due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the Applicable Prepayment Premium (if any) with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection(f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents shall become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party. The Loan Parties expressly waive the provisions of any present or future statute of or law that prohibits or may prohibit the collection of the foregoing Applicable Prepayment Premium in connection with any acceleration.

Section 9.02 Cure Right. In the event that the Borrowers fail to comply with the requirements of the financial covenant set forth in Section 7.03 (a "Curable Default"), until the expiration of the 10th Business Day after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter (the "Required Contribution Date"), (i) the Parent shall have the right to issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of the Parent, and, in each case, to contribute any such contributions to the capital of the Borrowers or (ii) the Loan Parties and/or their Permitted Holders cause a contribution to be made in the form of Subordinated Indebtedness issued by any Loan Party, and in each case with respect to clauses (i) and (ii), apply the amount of the proceeds thereof to increase Consolidated EBITDA with respect to such applicable quarter (the "Cure Right"); provided that (a) such proceeds are actually received by the Borrowers no later than 10 Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, (b) such proceeds do not exceed the aggregate amount necessary to cure (by addition to Consolidated EBITDA) such Event of Default under Section 7.03 for such period, (c) the Cure Right shall not be exercised more than two times in any four fiscal quarter period and five times during the term of the Loans, (d) the Cure Right shall not be exercised in consecutive fiscal quarters, (e) such proceeds (1) for any individual Cure Right shall not exceed 20% of Consolidated EBITDA for the most recent trailing four fiscal quarter period for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv) and (2) in the aggregate for all Cure Rights during the term of this Agreement shall not exceed $10,000,000, and (f) such proceeds shall be applied to prepay the Loans in accordance with Section 2.05(c)(ix). Until the Required Contribution Date, neither Agent nor any Lender shall impose the Post-Default Rate, accelerate the Obligations, terminate the Revolving Credit Commitment or exercise any enforcement remedy against the Loan Parties or any of their Subsidiaries or any of their respective properties solely as a result of the existence of the applicable Curable Default. If, after giving effect to the foregoing pro forma adjustment (but not, for the avoidance of doubt, giving pro forma adjustment to any repayment of Indebtedness in connection therewith), the Borrowers are in compliance with the financial covenant set forth in Section 7.03, the Borrowers shall be deemed to have satisfied the requirements of such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 7.03 that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Section 7.03 and shall not result in any adjustment to any amounts other than the amount of the Consolidated EBITDA referred to in the immediately preceding sentence; provided that such adjustment to the amount of the Consolidated EBITDA shall apply to subsequent calculations under Section 7.03 measuring such fiscal quarter with respect to which the Cure Right was exercised.

ARTICLE X

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints, authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto, including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to such Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and agreements received by such Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agents shall not have any liability to the Lenders for any Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute (subject to Section 12.02 of this Agreement) or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans and Agent Advances, for such Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by such Agent of the rights and remedies specifically authorized to be exercised by such Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; and (viii) subject to Section 10.03 of this Agreement, to take such action as such Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to such Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations) together with such powers as are reasonably incidental thereto to carry out the purposes hereof and thereof. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without limitation, enforcement or collection of the Loans), the Agents shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders, and such instructions of the Required Lenders shall be binding upon all Lenders and all makers of Loans; provided, however, that the Agents shall not be required to take any action which, in the reasonable opinion of any Agent, exposes such Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 10.02 Nature of Duties; Delegation. (a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral without reliance upon the Administrative Agent or any other Lender or any of their Related Parties, and neither the Agents nor any of their Related Parties shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, each Agent shall provide to such Lender any documents or reports delivered to such Agent by the Loan Parties pursuant to the terms of this Agreement or any other Loan Document. If any Agent seeks the consent or approval of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) to the taking or refraining from taking any action hereunder, such Agent shall send notice thereof to each Lender. Each Agent shall promptly notify each Lender any time that the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) have instructed such Agent to act or refrain from acting pursuant hereto.

(b) Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any of its Related Parties or any other trustee, co-agent or Person (including any Lender). Any such Related Party, trustee,co-agent and other Person shall benefit from this ARTICLE X to the extent provided by the applicable Agent.

Section 10.03 Rights, Exculpation, Etc. The Agents and their Related Parties shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until the Agents receive written notice of the assignment or transfer thereof, pursuant to Section 12.07 hereof, signed by such payee and in form reasonably satisfactory to the Agents; (ii) may consult with legal counsel (including, without limitation, counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this

Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectibility of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The Agents shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 4.04, and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender to whom payment was due but not made, shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders (unless unanimity is required). Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (unless unanimity is required).

Section 10.04 Reliance. Each Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 10.05 Indemnification. To the extent that any Agent or any Related Party of the foregoing is not reimbursed and indemnified by any Loan Party, the Lenders will reimburse and indemnify such Agent and such Related Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent and such Related Parties in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by such Agent and such Related Parties under this Agreement or any of the other Loan Documents, in proportion to each Lender's Pro Rata Share (including, for the avoidance of doubt, that such Pro Rata Share shall include the Affiliated Lender's share of Loans held or deemed to be held by such Affiliated Lender), including, without limitation, advances and disbursements made pursuant to Section 10.08; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final non-appealable judicial determination that such liability resulted from such Agent's or such Related Parties gross negligence or willful misconduct. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein, any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with any Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent. (a) Any Agent may at any time give at least 30 days prior written notice of its resignation to the Lenders and the Administrative Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Administrative Borrower, to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent. Whether or not a successor Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by such Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such retiring Agent shall instead be made by or to each Lender directly, until such time, if any, as a successor Agent shall have been appointed as provided for above. Upon the acceptance of a successor's Agent's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 12.04 and Section 12.05 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by it while the retiring Agent was acting as Agent.

Section 10.08 Collateral Matters.

(a) Either Agent may from time to time while an Event of Default has occurred and is continuing make such disbursements and advances ("Agent Advances") which such Agent, in its sole discretion, deems necessary or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Borrowers of the Loans and other Obligations or to

pay any other amount chargeable to the Borrowers pursuant to the terms of this Agreement, including, without limitation, costs, fees and expenses as described in Section 12.04; provided that the aggregate outstanding amount of the Agent Advances shall not exceed $2,000,000 at any time. The Agent Advances shall be repayable on demand and be secured by the Collateral and shall bear interest at a rate per annum equal to the rate then applicable to Revolving Loans that are Reference Rate Loans. The Agent Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 4.02. Each Agent making an Agent Advance shall notify the other Agent, each Lender and the Administrative Borrower in writing of each such Agent Advance, which notice shall include a description of the purpose of such Agent Advance. Without limitation to its obligations pursuant to Section 10.05, each Lender agrees that it shall make available to such Agent, upon such Agent's demand, in Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Agent Advance. If such funds are not made available to such Agent by such Lender, such Agent shall be entitled to recover such funds on demand from such Lender, together with interest thereon for each day from the date such payment was due until the date such amount is paid to such Agent, at the Federal Funds Effective Rate for three (3) Business Days and thereafter at the Reference Rate.

(b) The Lenders hereby irrevocably authorize the Collateral Agent to (1) release any Lien granted to or held by the Collateral Agent upon any Collateral (i) in accordance with the express terms of the Loan Documents; (ii) upon termination of the Total Commitment and payment and satisfaction of all Loans and all other Obligations in accordance with the terms hereof; or (iii) (x) constituting property being sold or disposed of in the ordinary course of any Loan Party's business and otherwise in compliance with the terms of this Agreement and the other Loan Documents; (y) constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or (z) if approved, authorized or ratified in writing by the Lenders or (2) subordinate any Lien on any property granted to or sold by the Collateral Agent to the holder of any Lien on property that is permitted to be subordinated pursuant to the definition of "Permitted Liens". Upon request by the Collateral Agent at any time, the Lenders shall confirm in writing the Collateral Agent's authority to release or subordinate particular types or items of Collateral pursuant to this Section 10.08(b).

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release or subordinate Collateral conferred upon the Collateral Agent under Section 10.08(b). Upon receipt by the Collateral Agent of confirmation from the Lenders of its authority to release or subordinate any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Agents and the Lenders upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral under any Loan Document or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and representative of the Agents and the Lenders (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Debtor Relief Law (including Section 363 of the Bankruptcy Code), to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall

notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Money Laundering and Anti-Terrorism Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties (including each Affiliated Lender), and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each inspection report with respect to the Parent or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding the Parent and its Subsidiaries and will rely significantly upon the Parent's and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding the Parent and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.20, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrowers, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by any such Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.13 Collateral Custodian. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent or its designee may at any time and from time to time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent or its designee who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to, and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever the Collateral Agent or its designee may reasonably request to preserve the Collateral. All costs and expenses incurred by the Collateral Agent or its designee by reason of the employment of the custodian shall be the responsibility of the Borrowers and charged to the Loan Account.

Section 10.14 Collateral Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due to the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and its agents and counsel, and any other amounts due to the Collateral Agent hereunder and under the other Loan Documents.

ARTICLE XI
GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrowers now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of any Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding), fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrowers, being the "Guaranteed Obligations"), and agrees to pay (without duplication of any amounts payable under Section 12.04) any and all reasonable and documented out-of-pocket expenses (including reasonable and documented out-of-pocket fees and expenses of one outside counsel and one local counsel in each relevant jurisdiction) incurred by the Agents and the Lenders in enforcing any rights under the guaranty set forth in this ARTICLE XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrowers to the Agents and the Lenders under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Borrower. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Hedge Liabilities. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any bankruptcy, insolvency or other similar law.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Agents or the Lenders with respect thereto. Each Guarantor agrees that this ARTICLE XI constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this ARTICLE XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this ARTICLE XI shall be irrevocable, absolute

and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Agent or any Lender;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (other than the defense of payment, but including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Agents or the Lenders that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This ARTICLE XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Agents, the Lenders or any other Person upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this ARTICLE XI and any requirement that the Agents or the Lenders exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Agent or any Lender to seek payment or recovery of any amounts owed under this ARTICLE XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Agent or any Lender protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Agents and the Lenders shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is

knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this ARTICLE XI, and acknowledges that this ARTICLE XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This ARTICLE XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the payment in full of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Agents, and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments and its Loans owing to it) to any other Person to the extent otherwise permitted hereunder, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this ARTICLE XI, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Agents and the Lenders against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) shall have been paid in full and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) and the Final Maturity Date, such amount shall (A) to the extent Guaranteed Obligations are outstanding, be held in trust for the benefit of the Agents and the Lenders, as applicable, and shall forthwith be paid to the Agents and the Lenders, as applicable, to be credited and applied to such Guaranteed Obligations, in accordance with the terms of this Agreement or (B) promptly be returned to the party which paid such amount. If (i) any Guarantor shall make payment to the Agents and the Lenders of all or any part of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations), (ii) all of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) shall be paid in full and (iii) the Final Maturity Date shall have occurred, the Agents and the Lenders will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Guaranty. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Guaranty such

that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date.

"Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to the sum of (a) its pro rata portion of the aggregate amount paid or distributed on or before such date by any Guarantor under this Guaranty in respect of the Guaranteed Obligations and (b) its pro rata portion of Deficits with respect to the other Guarantors, if any, in each case subject to its Maximum Contribution Amount (such amounts under clauses (a) or (b) in excess of the Maximum Contribution Amount with respect to any Guarantor, "Deficits").

"Maximum Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Guaranty that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Maximum Contribution Amount" with respect to any Guarantor for purposes of this Section 11.06, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor.

"Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Guaranty (including, without limitation, in respect of this Section 11.06), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.06. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.06 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.06.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

(a) Notices Generally. All notices and other communications provided for hereunder shall be in writing and shall be mailed (certified mail, postage prepaid and return receipt requested) or delivered by hand, Federal Express or other reputable overnight courier, if to any Loan Party, at the following address:

Snapdragon Capital Partners LLC
17 Palmer Lane
Riverside, CT 06878

Attention: Mark Grabowski
Telephone: 646-321-0134
Email: markg@snapdragoncap.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Joe Hadley
Telephone: 212-450-4007
E-mail: joseph.hadley@davispolk.com

if to the Agents, to it at the following address:

Cerberus Business Finance Agency, LLC
875 Third Avenue
New York, New York 10022
Attention: Timothy Fording
Telephone: (212) 891-2147
E-mail: tfording@cerberus.com

in each case, with a copy to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Eliot L. Relles, Esq.
Telephone: (212) 756-2000
Email: eliot.relles@srz.com

or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01. All such notices and other communications shall be effective, (i) if mailed (certified mail, postage prepaid and return receipt requested), when received or three (3) days after deposited in the mails, whichever occurs first, (ii) if emailed, in accordance with Section 12.01(c), or (iii) if delivered by hand, Federal Express or other reputable overnight courier, upon delivery, except that notices to any Agent pursuant to ARTICLE II shall not be effective until received by such Agent, as the case may be.

(b) Electronic Communications. Each party hereto may, in its discretion, by written notice to the other parties hereto decline to accept any or all notices and other communications to it hereunder by electronic communications.

(c) Unless the Administrative Agent otherwise prescribes, (A) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt

requested" function, as available, return e-mail or other written acknowledgement), and (B) notices or communications posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (A), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

Section 12.02 Amendments, Etc. (a) No amendment or waiver of any provision of this Agreement or any other Loan Document (excluding the Fee Letter), and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed (x) in the case of an amendment, consent or waiver to cure any ambiguity, omission, defect or inconsistency or granting a new Lien for the benefit of the Agents and the Lenders or extending an existing Lien over additional property, by the Agents and the Borrower, and (y) in the case of any other amendment, consent or waiver, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, provided, however, that no amendment, waiver or consent shall (i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of each Lender, or postpone or extend any scheduled date fixed for any payment (which shall in no event include any mandatory prepayment) of principal of, or interest or fees on, the Loans without the written consent of any Lender affected thereby (including the Affiliated Lenders), (ii) [Intentionally Omitted], (iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender (other than the Affiliated Lenders), (iv) amend the definition of "Excluded Hedge Liability" (or any defined term used therein or any provision expressly relating to Excluded Hedge Liabilities), "Required Lenders" or "Pro Rata Share" without the written consent of each Lender (other than the Affiliated Lenders), (v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Secured Parties, or release any Borrower or any Guarantor without the written consent of each Lender (other than the Affiliated Lenders), or (vi) amend, modify or waive Section 4.04 or this Section 12.02 of this Agreement without the written consent of each Lender (other than the Affiliated Lenders).

Notwithstanding the foregoing, (A) no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents, (B) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Final Maturity Date of such Loan held by the Defaulting Lender may not be extended without the consent of such Defaulting Lender, (C) unless otherwise set forth above in this Section 12.02, the Affiliated Lenders shall not be entitled to vote on any amendment, waiver, consent or other matter under this Agreement, and (D) for the purposes of voting on amendments, waivers and consents with respect to the Loan Documents, the Defaulting Lenders and the Affiliated Lenders shall be deemed not to be "Lenders" and the Loans held by the Affiliated Lenders and Defaulting Lenders shall be deemed to be zero.

(b) If (A)(i) any action to be taken by the Lenders hereunder requires the unanimous consent, authorization, or agreement of all of the Lenders (other than the Affiliated Lenders), (ii) the Required Lenders have consented to such action and (iii) a Lender other than the Collateral Agent or Administrative Agent, fails to give its consent, authorization, or agreement, or (B) any Lender requests reimbursement under Section 2.08 or Section 4.05 (each of the Lenders described in clauses (A) and (B), a "Holdout Lender"), then the Administrative Borrower upon at least five (5) Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute Replacement Lenders reasonably acceptable to the Collateral Agent, and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and the Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or penalty. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 12.07(b). Until such time as the Replacement Lender shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of the Loans.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Attorneys' Fees. The Borrowers shall pay promptly, and in any event within ten (10) Business Days of delivery of an invoice, all reasonable and documented out-of-pocket costs and expenses incurred by or on behalf of each Agent (and, without duplication, in the case of clauses (b) through (j) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable and documented out-of-pocket fees, costs, client charges and expenses of one outside counsel and one local counsel in each relevant jurisdiction for the Agents (and, without duplication, in the case of clauses (b) through (j) below, each Lender), accounting, due diligence, searches and filings and other miscellaneous disbursements arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement

and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to in Section 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of the Agents' or any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party under the Loan Documents, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral, in connection with this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party or Guarantor under the Loan Documents, (j) all liabilities and costs arising from or in connection with the past, present or future operations of any Loan Party involving any damage to real or personal property or natural resources or harm or injury alleged to have resulted from any Release of Hazardous Materials on, upon or into such property, (k) any Environmental Liabilities and Costs incurred in connection with the investigation, removal, cleanup and/or remediation of any Hazardous Materials present or arising out of the operations of any Facility of any Loan Party, (l) any Environmental Liabilities and Costs incurred in connection with any Environmental Lien, (m) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (n) the receipt by any Agent or, in the case of clauses (b) through (i) above, any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrowers agree to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents, and (y) if the Borrowers fail to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrowers. The obligations of the Borrowers under this Section 12.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent or such Lender to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not such Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured. Each Agent and each Lender agrees to notify such Loan Party promptly after any such set-off and application made by such Agent or such Lender provided

that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents and the Lenders under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void and no Lender may assign or transfer any of its rights hereunder or under the other Loan Documents except (i) to an assignee in accordance with the provisions of Section 12.07(b) and (ii) by way of participation in accordance with the provisions of Section 12.07(i).

(b) Each Lender may with the written consent of the Collateral Agent, assign to (i) one or more Eligible Transferees and (ii) if an Event of Default under Sections 9.01(a), (f) or (g) has occurred and is continuing, one or more Ineligible Institutions, in each case, all or a portion of its rights and obligations under this Agreement with respect to all or a portion of its Term Loan Commitment, its Revolving Credit Commitment, any portion of the Term Loans made by it and any portion of the Revolving Loans made by it (provided that assignments to Affiliated Lenders shall not require the consent of the Collateral Agent); provided, however, that (i) any such assignment under clause (x) shall require the prior consent of the Administrative Borrower (which consent shall not be unreasonably withheld, conditioned or delayed nor shall it be required during the existence of an Event of Default), (ii) such assignment is in an amount which is at least $5,000,000 or a multiple of $1,000,000 in excess thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (x) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (y) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof), (iii) except as provided in the last sentence of this Section 12.07(b), the parties to each such assignment shall execute and deliver to each Agent, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Collateral Agent, for the benefit of the Collateral Agent, a processing and recordation fee of $5,000 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender) and (iv) no written consent of the Collateral Agent, the Administrative Agent or the Administrative Borrower shall be required (1) in connection with any assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (2) if such assignment is in connection with any merger,

consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender. Upon such execution, delivery and acceptance, from and after the effective date specified in each Assignment and Acceptance and recordation on the Register, which effective date shall be at least three (3) Business Days after the delivery thereof to the Collateral Agent (or such shorter period as shall be agreed to by the Collateral Agent and the parties to such assignment), (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto). Notwithstanding anything to the contrary contained in this Section 12.07(b), a Lender (including, for the avoidance of doubt, an Affiliated Lender) may assign any or all of its rights under the Loan Documents to an Affiliate of such Lender or a Related Fund of such Lender without delivering an Assignment and Acceptance to the Agents or to any other Person (a "Related Party Assignment"); provided, however, that (I) the Borrowers and the Administrative Agent may continue to deal solely and directly with such assigning Lender until an Assignment and Acceptance has been delivered to the Administrative Agent for recordation on the Register, (II) the Collateral Agent may continue to deal solely and directly with such assigning Lender until receipt by the Collateral Agent of a copy of the fully executed Assignment and Acceptance pursuant to Section 12.07(e), (III) the failure of such assigning Lender to deliver an Assignment and Acceptance to the Agents shall not affect the legality, validity, or binding effect of such assignment, and (IV) an Assignment and Acceptance between the assigning Lender and an Affiliate of such Lender or a Related Fund of such Lender shall be effective as of the date specified in such Assignment and Acceptance and recordation on the Related Party Register referred to in the last sentence of Section 12.07(d) below. Notwithstanding the foregoing or anything to the contrary set forth herein, no assignment shall be made at any time to any Defaulting Lender or any of its Subsidiaries or Affiliates, or any Person who, upon becoming a Lender would constitute a Defaulting Lender.

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such

documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(d) The Administrative Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain, or cause to be maintained at the Payment Office, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon) (the "Registered Loans") owing to each Lender from time to time. Subject to the second to last sentence of this Section 12.07(d), the entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrowers, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Administrative Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice. In the case of an assignment pursuant to the last sentence of Section 12.07(b) as to which an Assignment and Acceptance is not delivered to the Administrative Agent, the assigning Lender shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain, or cause to be maintained, a register (the 'Related Party Register") comparable to the Register on behalf of the Borrowers. The Related Party Register shall be available for inspection by the Borrowers and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance, and subject to any consent required from the Administrative Agent or the Collateral Agent pursuant to Section 12.07(b) (which consent of the Collateral Agent must be evidenced by the Collateral Agent's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register and provide to the Collateral Agent a copy of the fully executed Assignment and Acceptance.

(f) A Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register or the Related Party Register (and each registered note shall expressly so provide). Any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register or the Related Party Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any, evidencing the same), the Agents shall treat the Person in whose name such Registered

Loan (and the registered note, if any, evidencing the same) is registered on the Register as the owner thereof for the purpose of receiving all payments thereon, notwithstanding notice to the contrary.

(g) In the event that any Lender sells participations in a Registered Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrowers, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Registered Loans held by it and the principal amount (and stated interest thereon) of the portion of the Registered Loan that is the subject of the participation (the "Participant Register"). A Registered Loan (and the registered note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Administrative Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(h) Any Non-U.S. Lender who purchases or is assigned or participates in any portion of such Registered Loan shall comply with Section 2.08(d).

(i) Each Lender may sell participations to (x) one or more Eligible Transferees and (y) if an Event of Default under Sections 9.01(a), (f) or (g) has occurred and is continuing, one or more Ineligible Institutions, in each case, in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged and that any such participant shall not be entitled to receive any greater payment or benefit hereunder than such Lender would have been entitled to receive with respect to the participation sold to such participant unless the sale of such participation is made with the Administrative Borrower's prior written consent; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrowers, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Loans, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or any Loan Party (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be entitled to the benefits of Section 2.08, subject to the obligations and limitations set forth thereunder; provided that the Administrative Borrower shall be notified of such participation and such participant shall agree, for the benefit of the Borrowers, to comply with Section 2.08(d) of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it was a Lender.

(j) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to, or other indebtedness issued by, such Lender pursuant to a securitization transaction (including any structured warehouse credit facility, collateralized loan obligation transaction or similar facility or transaction, and including any further securitization of the indebtedness or equity issued under such a transaction) (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect a Securitization, including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or any Securitization.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party may request in writing that parties delivering an executed counterpart of this Agreement by electronic mail also deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADMINISTRATIVE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01 AND TO THE SECRETARY OF STATE OF THE STATE OF NEW YORK, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. THE LOAN PARTIES AGREE THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION OR

PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY, EACH AGENT AND THE LENDERS HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY, EACH AGENT AND THE LENDERS HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender (other than an Affiliated Lender), in its reasonable discretion, with or without any reason.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Agent or any Lender for repayment or recovery of any amount or amounts received by such Agent or such Lender in payment or on account of any of the Obligations, such Agent or such Lender shall give prompt notice of such claim to each other Agent and Lender and the Administrative Borrower, and if such Agent or such Lender repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Agent or such Lender or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Agent or such Lender with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Agent or such Lender hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Agent or such Lender.

Section 12.15 Indemnification.

(a) General Indemnity. In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Agent and each Lender and all of their respective Related Parties (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable and documentedout-of-pocket costs and expenses (including, without limitation, reasonable and documented out-of-pocket costs and expenses of one outside counsel and one local counsel in each relevant jurisdiction) incurred by such Indemnitees (taken as a whole), whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document or of any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrowers under this Agreement or the other Loan Documents, including, without limitation, the management of any such Loans, (iii) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter (x) caused by the gross negligence or willful misconduct of such Indemnitee as determined by a finalnon- appealable judgment of a court of competent jurisdiction, or (y) arising from disputes solely among the Agents, the Lenders (other than the Affiliated Lenders) and their respective participants or (z) that has resulted from an intentional breach of such Indemnitee's obligations under this Agreement as determined by a final non-appealable judgment of a court of competent jurisdiction. This Section 12.15(a) shall not apply with respect to Taxes other than any Taxes that represent losses, damages, etc. arising from any non-Tax claim.

(b) Environmental Indemnity. Without limiting Section 12.15(a) hereof, each Loan Party agrees to, jointly and severally, defend, indemnify, and hold harmless the Indemnitees against any and all Environmental Liabilities and Costs and all other claims, demands, penalties, fines, liability (including strict liability), losses, damages, costs and expenses (including, reasonable and documented out-of-pocket fees and expenses of one outside counsel and one local counsel in each relevant jurisdiction, consultant fees and laboratory fees), arising out of (i) any Releases or threatened Releases (x) at any property presently or formerly owned or operated by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest, or (y) of any Hazardous Materials generated and disposed of by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; (ii) any violations of Environmental Laws by or relating to any Loan Party; (iii) any Environmental Action relating to any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; (iv) any personal injury (including wrongful death) or property damage (real or personal) arising out of exposure to Hazardous Materials used, handled, generated, transported or disposed by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; and (v) any breach of any warranty or representation regarding environmental matters made by the Loan Parties in Section 6.01(r) or the breach of any covenant made by the Loan Parties in Section 7.01(j). Notwithstanding the foregoing, the Loan Parties shall not have any obligation to any Indemnitee under this subsection (b) regarding any potential environmental matter covered hereunder which is caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(c) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees. The indemnities set forth in this Section 12.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.16 Administrative Borrower. Each Borrower hereby irrevocably appoints Xponential Fitness LLC as the borrowing agent and attorney-in-fact for the Borrowers (the "Administrative Borrower") which appointment shall remain in full force and effect unless and until the Agents shall have received prior written notice signed by all of the Borrowers that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes the Administrative Borrower (i) to provide to the Agents and receive from the Agents all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and (ii) to take such action as the Administrative Borrower deems appropriate on its behalf to obtain Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loan Account and Collateral of the Borrowers in a combined fashion, as more fully set forth herein, is done solely as an accommodation to the Borrowers in order to utilize the collective borrowing powers of the Borrowers in the most efficient and economical manner and at their request, and that neither the Agents nor the Lenders shall incur liability to the Borrowers as a result hereof. Each of the Borrowers expects to derive benefit, directly or

indirectly, from the handling of the Loan Account and the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group. To induce the Agents and the Lenders to do so, and in consideration thereof, each of the Borrowers hereby jointly and severally agrees to indemnify the Indemnitees and hold the Indemnitees harmless against any and all liability, expense, loss or claim of damage or injury, made against such Indemnitee by any of the Borrowers or by any third party whosoever, arising from or incurred by reason of (a) the handling of the Loan Account and Collateral of the Borrowers as herein provided, (b) the Agents and the Lenders relying on any instructions of the Administrative Borrower, or (c) any other action taken by any Agent or any Lender hereunder or under the other Loan Documents.

Section 12.17 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section 2.06 hereof, including, without limitation, the fees set forth in the Fee Letter and the Applicable Prepayment Premium, if any, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.18 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Agent and each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.19 Interest. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender, as applicable, to the Borrowers); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such

applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Agent or such Lender, as applicable, as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrowers). All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (x) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.19 and (y) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.19.

For purposes of this Section 12.19, the term "applicable law" shall mean that law in effect from time to time and applicable to the loan transaction between the Borrowers, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.20 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and each of its Related Parties) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure by any Agent or any Lender of any such information (i) to its Affiliates, its Related Parties or the Related Parties of any Person described in clause (ii) or (iii) below) (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.20 or is subject to other customary

confidentiality obligations); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization so long as such assignee or participant (or prospective assignee or participant) or party to a Securitization agrees, in writing, to be bound by or is otherwise subject to customary confidentiality obligations (including, without limitation, confidentiality provisions similar in substance to this Section 12.20); (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority having jurisdiction over such Person; (v) (x) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency or (y) otherwise to the extent consisting of general portfolio information that does not identify Loan Parties; provided, unless specifically prohibited by applicable law or court order, each Agent and each Lender shall make reasonable efforts to notify the Borrower of any request by any Governmental Authority or representative thereof; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, in each case, solely to the extent necessary in connection therewith; or (viii) with the consent of the Administrative Borrower.

Section 12.21 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required by any Requirement of Law (in which event, such Loan Party or such Affiliate will consult with such Agent or such Lender before issuing such press release or other public disclosure; provided, that any failure of such Loan party or such Affiliate to consult with such Agent or such Lender shall not result in an Event of Default hereunder). Notwithstanding the foregoing or anything contained herein to the contrary, the Parent or any parent company of the Parent may include a summary of this Agreement or any other Loan Document in, and file copies thereof as exhibits to, any registration statement that it submits or files under the Securities Act of 1933, as amended, or filings it makes or furnishes under the Exchange Act. Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrowers, to advertise the closing of the transactions contemplated by this Agreement, and to make reasonably appropriate announcements of the financial arrangements entered into among the parties hereto, as such Agent or such Lender shall deem reasonably appropriate, including, without limitation, announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem reasonably appropriate.

Section 12.22 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.23 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information

that identifies the entities composing the Borrowers, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Borrowers in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

Section 12.24 Keepwell. Each Loan Party, if it is a Qualified ECP Loan Party, then jointly and severally, together with each other Qualified ECP Loan Party, hereby absolutely unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Non-Qualifying Party to honor all of such Non-Qualifying Party's obligations under this Agreement or any other Loan Document in respect of Swap Obligations (provided, however, that each Qualified ECP Loan Party shall only be liable under this Section 12.24 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 12.24, or otherwise under this Agreement or any other Loan Document, voidable under applicable law, including applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Loan Party under this Section 12.24 shall remain in full force and effect until payment in full of the Obligations and termination of this Agreement and the other Loan Documents. Each Qualified ECP Loan Party intends that this Section 12.24 constitute, and this Section 12.24 shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of each other Borrower and Guarantor for all purposes of Section 1a(18(A)(v)(II) of the CEA.

Section 12.25 Released Loan Party. Notwithstanding anything herein to the contrary, a Loan Party (the "Released Loan Party") shall be automatically released from its obligations under this Agreement in the event that all or any portion of the Equity Interests of the Released Loan Party shall be sold, transferred or otherwise disposed pursuant to clauses (i) and (j) of the definition of "Permitted Disposition," and the parties hereby acknowledge and agree that each reference to a "Loan Party" or the "Loan Parties" in this Agreement shall not include such Released Loan Party.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWERS:

XPONENTIAL FITNESS LLC

By: 

Name: John Meloun
Title: CFO

[Signature Page to Financing Agreement]

PARENT:

XPONENTIAL INTERMEDIATE HOLDINGS, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

GUARANTORS:

CLUB PILATES FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

CYCLEBAR HOLDCO, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

CYCLEBAR FRANCHISING, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

CYCLEBAR WORLDWIDE INC.

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

STRETCH LAB FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

ROW HOUSE FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

YOGA SIX FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

[Signature Page to Financing Agreement]

AKT FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

PB FRANCIDSING, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

STRIDE FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

XPONENTIAL FITNESS BRANDS INTERNATIONAL, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

CERBERUS BUSINESS FINANCE AGENCY,

By: /s/ Eric Miller
Name: Eric Miller
Title: Senior Managing Director

[Signature Page to Financing Agreement]

LENDERS:

CERBERUS LEVERED IV HOLDINGS LLC

By: /s/ Eric Miller
Name: Eric Miller
Title: Vice President

CERBERUS ASRS HOLDINGS LLC

By: /s/ Eric Miller
Name: Eric Miller
Title: Vice President

CERBERUS KRS LEVERED LOAN OPPORTUNITIES FUND, L.P.

By: Cerberus KRS Levered Opportunities GP, LLC
Its: General Partner

By: /s/ Eric Miller
Name: Eric Miller
Title: Senior Managing Director

CERBERUS PSERS LEVERED LOAN OPPORTUNITIES FUND, L.P.

By: Cerberus PSERS Levered Opportunities GP, LLC
Its: General Partner

By: /s/ Eric Miller
Name: Eric Miller
Title: Senior Managing Director

CERBERUS FSBA HOLDINGS LLC

By: /s/ Eric Miller
Name: Eric Miller
Title: Vice President

[Signature Page to Financing Agreement]

CERBERUS STEPSTONE CREDIT HOLDINGS LLC

By: /s/ Eric Miller
Name: Eric Miller
Title: Vice President

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: CBF-D Manager, LLC

By: /s/ Eric Miller
Name: Eric Miller
Title: Senior Managing Director

RELIANCE STANDARD LIFE INSURANCE COMPANY

By: CBF-D Manager, LLC

By: /s/ Eric Miller
Name: Eric Miller
Title: Senior Managing Director

Schedule 1.01(A)

Lenders' Commitments

Lenders	Initial Term Loan Commitment	Revolving Credit Commitment	Delayed Draw Term Loan Commitment	Total Commitment
Cerberus Levered IV Holdings LLC	$ 47,867,764.90	$ 2,587,446.74	$ 3,881,170.13	$ 54,336,381.77
Cerberus ASRS Holdings LLC	$ 45,964,674.77	$ 2,484,577.01	$ 3,726,865.52	$ 52,176,117.30
Cerberus KRS Levered Loan Opportunities Fund, L.P.	$ 14,227,905.02	$ 769,075.95	$ 1,153,613.92	$ 16,150,594.89
Cerberus PSERS Levered Loan Opportunities Fund, L.P.	$ 31,289,900.61	$ 1,691,345.98	$ 2,537,018.97	$ 35,518,265.56
Cerberus FSBA Holdings LLC	$ 7,225,822.64	$ 390,585.01	$ 585,877.51	$ 8,202,285.16
Cerberus ND Credit Holdings LLC	$ 16,881,771.62	$ 912,528.20	$ 1,368,792.29	$ 19,163,092.11
Cerberus StepStone Credit Holdings LLC	$ 13,501,408.37	$ 729,805.86	$ 1,094,708.79	$ 15,325,923.02
Philadelphia Indemnity Insurance Company	$ 3,216,300.83	$ 0.00	$ 0.00	$ 3,216,300.83
Reliance Standard Life Insurance Company	$ 4,824,451.24	$ 434,635.25	$ 651,952.87	$ 5,911,039.36
Total	**$ 185,000,000**	**$ 10,000,000**	**$ 15,000,000**	**$ 210,000,000**

Schedule 1.01(B)

Earnouts

1. Cycle Bar cash payments of $5,000,000 and $10,000,000 based upon achieving specific results by September 2022.

2. Stretch Lab Franchise, LLC phantom equity payment to the seller of 20% (share of operational or change of control distributions, subject to distribution thresholds). As a result of the September 2019 settlement, Xponential Fitness LLC will make $6,500,000 in payments to sellers. A payment of $1,000,000 was made in September 2019. Quarterly payments of $687,500 will continue through September 2020. Contingent consideration is $3,508,000.

3. Row House Franchise, LLC phantom equity payment to the seller of 20% (share of operational or change of control distributions, subject to distribution thresholds). Earn-out is recorded as the present value of the estimated $2,760,000 payment, using a discount rate of 8.41%, which approximates Xponential Fitness LLC's borrowing rate and period of 2 years, representing the estimated time to a change of control amount.

4. Yoga Six Franchise, LLC cash payment of $1,000,000 once the 50th franchise studio is operating. Terminates on July 31, 2022.

5. AKT Franchise, LLC phantom equity payment to the seller of 20% (share of operational or change of control distributions, subject to distribution thresholds).

6. Stride Franchise, LLC performance payments to the seller of up to $2,000,000 for the opening of additional studios subject to certain milestones.

7. Club Pilates Franchise, LLC phantom equity payment to the participant pursuant to the Phantom Equity Plan Letter, dated as of September 26, 2017, as amended, supplemented or otherwise modified.

8. Cyclebar Holdco, LLC phantom equity payment to the participant pursuant to the Phantom Equity Plan Letter, dated as of February 27, 2018, as amended, supplemented or otherwise modified.

Schedule 6.01(e)

Capitalization; Subsidiaries

Issuer	Grantor/Holder	Interest to be Pledged	Certificate Nos.
Xponential Fitness LLC	Xponential Intermediate Holdings, LLC	100% of the Membership Interests	N/A
Club Pilates Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
CycleBar Holdco, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
CycleBar Franchising, LLC	CycleBar Holdco, LLC	100% of the Membership Interests	N/A
CycleBar Worldwide Inc.	CycleBar Holdco, LLC	665 Common Shares (which constitutes all of the Common Shares held outside of the treasury of the Company)	25
AKT Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
Row House Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
Stretch Lab Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
Yoga Six Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
PB Franchising, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
Stride Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
Xponential Fitness Brands International, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A

Schedule 6.01(f)

Litigation; Commercial Tort Claims

None.

Schedule 6.01(i)

ERISA

None.

Schedule 6.01(l)

Nature of Business

The Loan Parties consist of boutique fitness franchisors in the United States, which partner with franchisees to make specialized workouts in motivating and community-based environments broadly accessible. The Loan Parties provide franchisees extensive support to help maximize the performance of their studios.

Schedule 6.01(o)

Real Property and Facilities

Company	Location	Leasehold or Fee	Lessor or Mortgagee	Lease or Mortgage Term	Other Liens
Club Pilates Franchise, LLC	3001 Red Hill Avenue, Building 1, Suite 103, Costa Mesa CA, 92626	Leasehold	Orange County Department of Education Facilities Corporation	Leased	None
Xponential Fitness LLC	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	Leasehold	Quintana Office Property, LLC	Leased	None
Stretch Lab Franchise, LLC	30271 Golden Lantern, Suite C, Laguna Niguel, CA 92677	Leasehold	Shea Properties (Laguna Heights Marketplace, LLC)	Leased	None
Club Pilates Franchise LLC	2270 Northwest Parkway #120, Marietta, GA	Leasehold	Avistone Northwest, LLC	Leased	None
Club Pilates Franchise LLC	3186 Pullman St., Costa Mesa, CA 92626 (5275 sf warehouse)	Leasehold	Watermark OC Church	Leased	None
Club Pilates Franchise LLC	3186 Pullman St., Costa Mesa, CA 92626 (3653 sf warehouse expansion)	Leasehold	Watermark OC Church	Leased	None
Club Pilates Franchise LLC	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	Leasehold	Quintana Office Property, LLC	Leased	None
PB Holdco, LLC	154 Magnolia Street, Spartanburg, SC 29306	Leasehold	Johnson Development Associates, Inc.	Leased	None

Schedule 6.01(q)

Franchise Matters

Material Franchise Agreements	Address	Telephone Number
Master Franchise Agreement, dated as of December 26, 2019, between Xponential Fitness Brands International, LLC (Franchisor) and Club Pilates Japan Co. Ltd. (Master Franchisee)	Marunouchi Kitaguohi Building 9F, 1-6-3 Marunouchi, Chiyoda-ku, Tokyo 100-0005, Japan	(+91) 03-3214-2110
Master Franchise Agreement between Xponential Fitness Brands International, LLC (Franchisor) and IdeaLink (Singapore) Pte. Ltd. (Master Franchisee)	Pte. Ltd., 15 Nassim Road #04-05, Nassim Park Residences, Singapore 258386	(+65) 9017-7902
Master Franchise Agreement between Xponential Fitness Brands International, LLC (Franchisor) and Steven Christopher Lee (Master Franchisee)	Taman Duta Dua, No. 9, Jakarta Selatan, 12310, Indonesia	(+62) 811-3115-3577
Master Franchise Agreement between Xponential Fitness Brands International, LLC (Franchisor) and First Agility Company, LLC (Master Franchisee)	Ezdihar Building, King AbdulAziz Road, Riyadh, Kingdom of Saudi Arabia	N/A
Master Franchise Agreement between Xponential Fitness Brands International, LLC (Franchisor) and INOS 19-057 (n/k/a LFG – XPO GmbH) (Master Francisee)	Hanauer Landstr. 148a, 60314 Frankfurt am Main, Germany	(+49) 0-69-4080-160-00
Area Development Agreement between PB Franchising, LLC (Franchisor) and PB Metro LLC (Developer)	200 Clarendon St, FL 26th, Boston, MA 02116	N/A

Schedule 6.01(r)

Environmental Matters

None.

Schedule 6.01(s)

Insurance

Insuring Company	Insured	Policy Number	Policy Type
Philadelphia Indemnity Insurance Company and Property and Casualty Insurance Company of Hartford	Xponential Intermediate Holdings, LLC	PHPK1720384-001	Commercial General Liability
Philadelphia Indemnity Insurance Company	Xponential Intermediate Holdings, LLC	PHPK2057991	Automobile Liability and Property Insurance
Philadelphia Indemnity Insurance Company and Property and Casualty Insurance Company of Hartford	Xponential Intermediate Holdings, LLC	PHUB699617	Umbrella Liability
Philadelphia Indemnity Insurance Company and Property and Casualty Insurance Company of Hartford	Xponential Intermediate Holdings, LLC	59 WE AC40C8	Workers Compensation and Employers' Liability

Schedule 6.01(v)

Bank Accounts

Company	Bank or Broker	Address	Account No.	Account Type
Club Pilates Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100, Newport Beach, CA 92660	591001167	Operating
Club Pilates Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591001906	Marketing Fund
Club Pilates Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004662	Payroll
Club Pilates Franchise, LLC	Pacific Western Bank	130 South State College, Brea, CA 92821	0195121593	Operating
CycleBar Franchising LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002791	Operating
CycleBar Franchising LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002805	Payroll
CycleBar Franchising LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002813	Marketing Fund
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003194	Operating
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003968	Operating
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003798	Operating
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003208	Payroll

AKT Marketing Fund	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591005336	Marketing Fund
Pilates Licensing, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591001965	Operating
Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002732	Operating
Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002988	Marketing Fund
Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003216	Operating
Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002740	Payroll
Stretch Lab Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002589	Operating
Stretch Lab Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002996	Marketing Fund
Stretch Lab Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002597	Payroll
Xponential Fitness LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002503	Operating
Xponential Fitness LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002511	Payroll

Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003801	Operating
Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003941	Operating
Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003828	Payroll
Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004344	Marketing Fund
Stride Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002112	Operating
Stride Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004239	Marketing Fund
Stride Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004247	Payroll
Xponential Fitness Brands International, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004409	Operating
PB Franchising, LLC	Bank of America	Bank of America, P.O. Box 15284, Wilmington, DE 19850	223015325719	Operating
PB Franchising, LLC	Bank of America	Bank of America, P.O. Box 15284, Wilmington, DE 19850	223015327474	Operating
PB Franchising, LLC	First National Bank	First National Bank, 4040 E. State Street, Hermitage, PA 16148	52313263	Operating
PB Franchising, LLC	First National Bank	First National Bank, 4040 E. State Street, Hermitage, PA 16148	52313301	Operating

Schedule 6.01(w)

Intellectual Property

Patents: None.

Trademarks:

A. U.S. Trademarks

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
XPONENTIAL FITNESS LLC	XPONENTIAL FITNESS	88133429	NA	9/26/2018	Pending
CLUB PILATES FRANCHISE, LLC		87008560	5090777	4/20/2016	11/29/2016
CLUB PILATES FRANCHISE, LLC	CLUB PILATES	85504045	4255517	12/27/2011	12/4/2012
CLUB PILATES FRANCHISE, LLC		85831838	4406173	1/24/2013	9/24/2013
CLUB PILATES FRANCHISE, LLC		85504071	4190273	12/27/2011	8/14/2012
CLUB PILATES FRANCHISE, LLC		87008677	5320156	4/21/2016	10/31/2017
CLUB PILATES FRANCHISE, LLC		87008581	5320155	4/20/2016	10/31/2017
CLUB PILATES FRANCHISE, LLC		87008564	5337927	4/20/2016	11/21/2017
CLUB PILATES FRANCHISE, LLC	DO PILATES. DO LIFE.	87006969	5337925	4/20/2016	11/21/2017

CLUB PILATES FRANCHISE,	CLUB PILATES	87015270	5304311	4/26/2016	10/10/2017
CLUB PILATES FRANCHISE, LLC	DO PILATES. DO LIFE.	87010187	5337929	4/22/2016	11/21/2017
CLUB PILATES FRANCHISE, LLC	*CLUB PILATES*	87960573	NA	6/13/2018	Pending
CLUB PILATES FRANCHISE, LLC	*CLUB PILATES ON DEMAND*	87960579	NA	6/13/2018	Pending
CLUB PILATES FRANCHISE, LLC		87960583	NA	6/13/2018	Pending
CYCLEBAR FRANCHISING, LLC		88079082	NA	8/15/2018	Pending
CYCLEBAR FRANCHISING, LLC		88078138	NA	8/14/2018	Pending
CYCLEBAR FRANCHISING,		88078098	NA	8/14/2018	Pending
CYCLEBAR FRANCHISING, LLC		88078011	NA	8/14/2018	Pending
CYCLEBAR FRANCHISING, LLC		88012318	NA	6/23/2018	Pending
CYCLEBAR FRANCHISING, LLC	CYCLEBAR	88133435	NA	9/26/2018	Pending
CYCLEBAR FRANCHISING, LLC	CYCLEGIVES	88116285	NA	9/13/2018	Pending
CYCLEBAR FRANCHISING, LLC	LIVSTYL	87627157	NA	9/28/2017	Pending

CYCLEBAR FRANCHISING, LLC	FUEHL	87627148	NA	9/28/2017	Pending
CYCLEBAR FRANCHISING, LLC	CYCLEBAR	86410523	4738832	9/30/2014	5/19/2015
CYCLEBAR FRANCHISING, LLC	CYCLEBAR	86447157	4739161	11/6/2014	5/19/2015
CYCLEBAR FRANCHISING, LLC		86413102	4743218	10/2/2014	5/26/2015
CYCLEBAR FRANCHISING, LLC		86446326	4743707	11/6/2014	5/26/2015
CYCLEBAR FRANCHISING, LLC	CYCLESTAR	86446854	4830243	11/6/2014	10/13/2015
CYCLEBAR FRANCHISING, LLC	CYCLEBEATS	86446489	5070905	11/6/2014	11/1/2016
CYCLEBAR FRANCHISING, LLC	CYCLEGIVING	87009797	5090880	4/21/2016	11/29/2016
CYCLEBAR FRANCHISING, LLC	#CYCLEBAR	86809187	5111052	11/4/2015	12/27/2016
CYCLEBAR FRANCHISING, LLC	CYCLESTATS	86446741	4709859	11/6/2014	3/24/2015
CYCLEBAR FRANCHISING, LLC	CYCLETHEATRE	86446949	4709860	11/6/2014	3/24/2015
Row House Franchise, LLC	ROW HOUSE	88133432	NA	9/26/2018	Pending
Row House Franchise, LLC	THOSE WHO KNOW ROW	86683877	4939334	7/6/2015	4/19/2016
Row House Franchise, LLC	ROW HOUSE	85934189	4540112	10/15/2013	5/27/2014
Stretch Lab Franchise	FLEXOLOGIST	88133430	NA	9/26/2018	Pending
Stretch Lab Franchise	FLEXOLOGIST	87028974	5312544	5/8/2016	10/17/2017

Stretch Lab Franchise	STRETCH LAB	86660848	5177075	6/12/2015	4/4/2017
AKT Franchise, LLC	AKT	88133442	NA	9/26/2018	Pending
AKT Franchise, LLC	AKT	86213677	4973633	03/06/2014	06/07/2016
AKT Franchise, LLC	AKT INMOTION	86056839	4583113	09/05/2013	08/12/2014
AKT Franchise, LLC	Happy Hour	87822554	Pending	03/06/2018	Pending
AKT Franchise, LLC	Cardiography	87822602	Pending	03/06/2018	Pending
AKT Franchise, LLC	Sweat Dream	87822458	Pending	03/06/2018	Pending
Yoga Six Franchise, LLC		85641094	4320101	06/01/2012	04/16/2013
Yoga Six Franchise, LLC		85641117	4320102	06/01/2012	04/16/2013
Yoga Six Franchise, LLC	YOGA SIX	86694345	4901700	07/15/2015	02/16/2016
Yoga Six Franchise, LLC	STRENGTHEN YOUR SELF	86693733	5110674	07/15/2015	12/27/2016
Yoga Six Franchise, LLC		86693951	5205451	07/15/2015	07/19/2016
PB Franchising, LLC	PURE EMPOWER	87978124	NA	6/19/2017	Pending
PB Franchising, LLC	PURE EMPOWER	87495383	NA	6/19/2017	Pending

PB Franchising, LLC	PURE BARRE ON DEMAND	87606570	NA	9/13/2017	Pending
PB Franchising, LLC	PURE FOUNDATIONS	87495392	NA	6/19/2017	Pending
PB Franchising, LLC	PURE REFORM	87613131	NA	9/18/2017	Pending
PB Franchising, LLC	THIS IS OUR TIME.	87606577	NA	9/13/2017	Pending
PB Franchising, LLC	PURE FOUNDATIONS	87495405	5462386	6/19/2017	5/8/2018
PB Franchising, LLC	SMALL MOVEMENTS. BIG CHANGE.	87606581	NA	9/13/2017	Pending
PB Franchising, LLC	PURE FOUNDATIONS	87495411	5379539	6/19/2017	1/16/2018
PB Franchising, LLC		86305123	4671314	6/10/2014	1/13/2015
PB Franchising, LLC	BREAKING DOWN THE BARRE	85923833	4451376	5/6/2013	12/17/2013
PB Franchising, LLC	lift • tone • burn	85873922	4608054	3/12/2013	9/23/2014
PB Franchising, LLC	PURE BARRE	85861416	4431632	2/27/2013	11/12/2013
PB Franchising, LLC		85861310	4431630	2/27/2013	11/12/2013
PB Franchising, LLC	PURE BARRE	77458033	3553370	4/25/2008	12/30/2008
PB Franchising, LLC		86305123	4671314	6/10/2014	01/13/2015
CB IP, LLC State of Organization: Ohio	CYCLE BAR	85288947	4738832	04/07/2011	05/19/2015

AKT Franchise, LLC	AKT drawing	88723503		12/11/2019	Pending
AKT Franchising, LLC	AKT GO	88710378		11/29/2019	Pending
Stretch Lab Franchise, LLC	LAB GO and DESIGN	88710370		11/29/2019	Pending
Stretch Lab Franchise, LLC	STRETCHLAB and DESIGN	88723829		12/11/2019	Pending
Yoga Six Franchise, LLC	Y6GO and DESIGN	88710361		11/29/2019	Pending
Yoga Six Franchise, LLC	Y6 YOGASIX and DESIGN	88723864		12/11/2019	Pending
Row House Franchise, LLC	RESOLVE 2 ROW	88437945		09/10/2019	Pending
Row House Franchise, LLC	ROW HOUSE and DESIGN	88723445		12/11/2019	Pending
Row House Franchise, LLC	ROWVEMBER	88437952		05/20/2019	Pending
Row House Franchise, LLC	W GO and DESIGN	88710384		11/29/2019	Pending
Stride Franchise, LLC	STRIDE	88118183	5733165	09/14/2018	04/23/2019

Copyrights: AKT Franchise, LLC's website, photographs, DVDs, videos, and marketing materials (all unregistered).

Grantor	Title	Reg. No.	Date	Country
PB Franchising, LLC	P4 teaching training manual.	TX0007918310	2014	United States
PB Franchising, LLC	Pure barre 16th Street: 1.	PA0001834541	2010	United States
PB Franchising, LLC	Pure Barre 16th Street: 1 / by Pure Barre Franchising, LLC.	PA0001398418	2013	United States
PB Franchising, LLC	Pure Barre 16th Street: 1 / by Pure Barre Franchising, LLC.	PA0001398413	2013	United States
PB Franchising, LLC	Pure barre 16th Street: 2.	PA0001834542	2010	United States
PB Franchising, LLC	Pure barre Flatirons: 1.	PA0001834546	2011	United States
PB Franchising, LLC	Pure Barre Flatirons: 1 / by Pure Barre Franchising, LLC.	PA0001398419	2013	United States
PB Franchising, LLC	Pure barre Flatirons: 2.	PA0001834545	2011	United States
PB Franchising, LLC	Pure Barre Flatirons: 2 / by Pure Barre Franchising, LLC.	PA0001398420	2013	United States
PB Franchising, LLC	Pure barre Lowry Lofts: 1.	PA0001834518	2010	United States
PB Franchising, LLC	Pure Barre Lowry Lofts: 1 / by Pure Barre Franchising, LLC.	PA0001398415	2013	United States
PB Franchising, LLC	Pure barre Lowry Lofts: 2.	PA0001834520	2010	United States
PB Franchising, LLC	Pure Barre Lowry Lofts: 2 / by Pure Barre Franchising, LLC.	PA0001398414	2013	United States
PB Franchising, LLC	Pure barre Mile High: 1.	PA0001834535	2011	United States

PB Franchising, LLC	Pure Barre Mile High: 1 / by Pure Barre Franchising, LLC.	PA0001398421	2013	United States
PB Franchising, LLC	Pure barre Mile High: 2.	PA0001905317	2011	United States
PB Franchising, LLC	Pure Barre Mile High: 2 / by Pure Barre Franchising, LLC.	PA0001398425	2013	United States
PB Franchising, LLC	Pure barre P1 teacher training manual.	TX0007679563	2009	United States
PB Franchising, LLC	Pure barre P2 teacher training manual.	TX0007679562	2009	United States
PB Franchising, LLC	Pure barre P3 teacher training manual.	TX0007675833	2011	United States
PB Franchising, LLC	Pure barre Pershing Square: 1.	PA0001834496	2009	United States
PB Franchising, LLC	Pure Barre Pershing Square: 1 / by Pure Barre Franchising, LLC.	PA0001398416	2013	United States
PB Franchising, LLC	Pure barre Pershing Square: 2.	PA0001834499	2009	United States
PB Franchising, LLC	Pure Barre Pershing Square: 2 / by Pure Barre Franchising, LLC.	PA0001398424	2013	United States
PB Franchising, LLC	Pure barre Prenatal: 1.	PA0001834538	2012	United States
PB Franchising, LLC	Pure Barre Prenatal: 1 / by Pure Barre Franchising, LLC.	PA0001398417	2013	United States
PB Franchising, LLC	Pure barre Prenatal: 2.	PA0001834537	2012	United States
PB Franchising, LLC	Pure Barre Prenatal: 2 / by Pure Barre Franchising, LLC.	PA0001398423	2013	United States
PB Franchising, LLC	Pure barre STUDIO SERIES: 1 and 2.	PA0001901757	2013	United States
PB Franchising, LLC	Pure barre STUDIO SERIES: 3 pure barre STUDIO SERIES: 4.	PA0001958129	2014	United States
PB Franchising, LLC	PURE RESULTS - FEATURE FOCUS: SEAT PURE RESULTS - FEATURE FOCUS: ABS.	PA0001955062	2015	United States
PB Franchising, LLC	Pure Barre Studio Series: 1 and 2 / by Pure Barre Franchising, LLC	PA0001398422	2015	United States

Schedule 6.01(x)

Material Contracts

Contract/Agreement	Parties Thereto	Subject Matter	Amendments
Master Services Agreement, dated December 28, 2018	Xponential Fitness LLC Cushman & Wakefield U.S., Inc.	Remodel project management services	N/A
Services Agreement, dated March 1, 2018	PB Product, LLC Next Level Resources Partners, LLC	Order fulfillment and other warehousing services	N/A
Services agreement letter, dated April 9, 2019	Xponential Fitness LLC (collectively with its subsidiaries and affiliates) ICR Capital, LLC	Marketing Services and Capital Markets Advisory Services	N/A
Master Vendor Agreement, dated December 31, 2019	Xponential Fitness LLC (collectively with other Xponential brands) ClubReady, LLC	Software, payment, and other technology products and services	N/A
Office Lease, dated as of November 16, 2017	Xponential Fitness LLC ("Tenant") Quintana Office Property LLC ("Landlord")	Approximately 26,273 rentable (22,309 usable) square feet, consisting of Suites 100 and 150 in Building B, located at 17877 Von Karman, Irvine, CA	First Amendment to Lease, dated as of December 13, 2018: Expansion of 10,006 rentable (8,225 usable) square feet (i.e., a total of 36,279 rentable (30,534 usable) square feet)
Sublease, dated June 1, 2019	Club Pilates Franchise, LLC ("Sublessee") Watermark OC Church ("Sublessor")	Warehouse and storage of apparel and other items associated with Club Pilates Franchise, LLC or other related entities at 3186 Pullman Street, Costa Mesa, CA, 92626	N/A
Letter agreement, dated December 30, 2019	Xponential Fitness, Club Pilates Franchise, LLC, CycleBar Franchising, LLC, PB Franchising, LLC ("Xponential Parties") Clubessential Holdings, LLC, ClubReady, LLC ("Clubessential Parties")	Settlement to resolve system and hardware claims	N/A

Schedule 6.01(dd)

Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN

Company Name	State of Organization	Federal Employer I.D.	Organizational I.D.	Chief Executive Office	Chief Place of Business
Xponential Intermediate Holdings, LLC	Delaware	84-4848036	7859951	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Xponential Fitness LLC	Delaware	82-2858491	6508612	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Club Pilates Franchise, LLC	Delaware	47-3380223	5706045	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
CycleBar Holdco, LLC	Delaware	82-2735288	6527735	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
CycleBar Franchising, LLC	Ohio	46-5766610	2283131	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
CycleBar Worldwide Inc.	Ohio	47-5253532	2414068	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
AKT Franchise, LLC	Delaware	35-2620635	6784863	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Row House Franchise, LLC	Delaware	82-3600175	6645634	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614

Stretch Lab Franchise, LLC	Delaware	82-2895286	6566497	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Yoga Six Franchise, LLC	Delaware	83-1275944	6964504	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
PB Franchising, LLC	Delaware	46-1047606	5215896	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Stride Franchise, LLC	Delaware	82-2858652	7191052	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Xponential Fitness Brands International, LLC	Delaware	83-2482527	7124440	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614

Schedule 6.01(ee)

Collateral Locations

1. 17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
2. 3186 Pullman Street, Costa Mesa, CA, 92626

SCHEDULE 7.01(s)

Post-Closing Obligations

1. Within 60 days after the Effective Date (or such later date as may be permitted by the Agents in their sole discretion), the Agents shall have received shifting Account Control Agreements, each in form and substance reasonably satisfactory to the Agents, with respect to the Cash Management Accounts existing on the Effective Date.

2. Within 30 days of the Effective Date (or such later date as may be permitted by the Agents in their sole discretion), the Agents shall have received endorsements in form and substance reasonably acceptable to the Agents naming the Collateral Agent as named insured, first mortgagee or loss payee, as the case may be, under the insurance policies listed on Schedule 6.01(s) as required under Section 7.01(h) and providing that such policies may be terminated or canceled (by the insurer or the insured thereunder) only upon 30 days' prior written notice to the Collateral Agent and each such named insured, first mortgagee or loss payee.

3. Within 60 days after the Effective Date (or such later date as may be permitted by the Agents in their sole discretion), the Loan Parties shall have used commercially reasonable efforts to deliver Landlord Waivers to the Agents, each in form and substance reasonably satisfactory to the Agents, with respect to (a) the leased property of the Loan Parties located at 17877 Von Karman Avenue, Irvine, CA 92614 and (b) any other leased property of the Loan Parties in which any Collateral with a book value in excess of $500,000 is located.

4. Within 90 days of the Effective Date (or such later date as may be permitted by the Agents in their sole discretion), the Agents shall have received a Mortgage and the other applicable Real Property Deliverables with respect to any real property (located in the United States) owned by the Loan Parties with a value in excess of $500,000.

5. Within 5 Business Days of the Effective Date (or such later date as may be permitted by the Agents in their sole discretion), the Agents shall have received satisfactory evidence of the termination of state tax liens against Cycle Bar Franchising, LLC in favor of the State of Ohio (Case Numbers: CJ19003737, CJ19008065, CJ19008633, CJ19013194, CJ20006564 and CJ20006763).

6. Within 30 days of the Effective Date (or such later date as may be permitted by the Agents in their sole discretion), the Agents shall have received satisfactory evidence that certain Intellectual Property set forth Schedule 6.01(w) shall have been properly assigned to a Loan Party, and documents sufficient to effect and reflect record ownership in the name of such Loan Party shall have been filed with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Schedule 7.02(a)

Existing Liens

1. Sales tax lien granted by the State of Ohio and dated as of March 19, 2019, against CycleBar Franchising, LLC (Document No. CJ19003737).

2. Sales tax lien granted by the State of Ohio and dated as of June 18, 2019, against CycleBar Franchising, LLC (Document No. CJ19008065).

3. Sales tax lien granted by the State of Ohio and dated as of June 25, 2019, against CycleBar Franchising, LLC (Document No. CJ19008633).

4. Sales tax lien granted by the State of Ohio and dated as of September 5, 2019, against CycleBar Franchising, LLC (Document No. CJ19013194).

5. Sales tax lien granted by the State of Ohio and dated as of January 29, 2020, against CycleBar Franchising, LLC (Document No. CJ20006564).

6. Sales tax lien granted by the State of Ohio and dated as of January 30, 2020, against CycleBar Franchising, LLC (Document No. CJ20006763).

Schedule 7.02(b)

Existing Indebtedness

1. General Agreement of Indemnity, dated as of June 29, 2019, by H&W Franchise Holdings LLC, Xponential Fitness LLC, St. Gregory Holdco, LLC and Anthony Geisler, as indemnitors, in favor of XL Specialty Insurance Company and XL Reinsurance America Inc., as surety in connection with any bonds executed or procured for on behalf of any of the indemnitors.

Schedule 7.02(c)

Capitalized Lease Obligations

1. Forklift in warehouse at 3186 Pullman Street, Costa Mesa, CA, 92626.
2. Printers at 17877 Von Karman Avenue, Suite 100, Irvine, CA 92614.

Schedule 7.02(e)

Existing Investments

1. Schedule 6.01(e) is incorporated herein by reference.

2. Franchisee Loan by Club Pilates Franchise, LLC, as lender, to Pallatroni Ventures Inc., as debtor, dated as of September 5, 2017, with an outstanding principal balance of $187,810.37.

3. Secured Promissory Note dated December 8, 2017 in the principal amount of $1,500,000 between Row House Franchise, LLC as lender and Row House Holdings, Inc., EVF RH Staffing, Inc., EVF Row House Inc., and Row House CC, LLC as borrowers.

4. Secured Promissory Note dated May 10, 2019 in the principal amount of $150,000 between Xponential Fitness LLC as lender and Richard Feinberg as borrower.

5. Secured Promissory Note dated August 16, 2019 in the principal amount of $500,000 between Xponential Fitness LLC as lender and Ryan Junk and Lindsay Junk as borrowers.

Schedule 7.02(j)

Transactions with Affiliates

None.

Schedule 7.02(k)

Limitations on Dividends and Other Payment Restrictions

None.

Schedule 8.01

Cash Management Banks/Cash Management Accounts

Company	Bank or Broker	Address	Account No.	Account Type
Club Pilates Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100, Newport Beach, CA 92660	591001167	Operating
Club Pilates Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591001906	Marketing Fund
Club Pilates Franchise, LLC	Pacific Western Bank	130 South State College, Brea, CA 92821	0195121593	Operating
CycleBar Franchising LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002791	Operating
CycleBar Franchising LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002813	Marketing Fund
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003194	Operating
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003968	Operating
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003798	Operating
AKT Marketing Fund	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591005336	Marketing Fund
Pilates Licensing, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591001965	Operating
Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002732	Operating

Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002988	Marketing Fund
Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003216	Operating
Stretch Lab Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002589	Operating
Stretch Lab Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002996	Marketing Fund
Xponential Fitness LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002503	Operating
Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003801	Operating
Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003941	Operating
Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004344	Marketing Fund
Stride Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002112	Operating
Stride Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004239	Marketing Fund
Xponential Fitness Brands International, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004409	Operating

PB Franchising, LLC	Bank of America	Bank of America, P.O. Box 15284, Wilmington, DE 19850	223015325719	Operating
PB Franchising, LLC	Bank of America	Bank of America, P.O. Box 15284, Wilmington, DE 19850	223015327474	Operating
PB Franchising, LLC	First National Bank	First National Bank, 4040 E. State Street, Hermitage, PA 16148	52313263	Operating
PB Franchising, LLC	First National Bank	First National Bank, 4040 E. State Street, Hermitage, PA 16148	52313301	Operating

EXHIBIT A

FORM OF JOINDER AGREEMENT

THIS JOINDER AGREEMENT, dated as of _____ (this "Agreement"), to that certain Financing Agreement dated as of February 28, 2020 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Financing Agreement") by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), is being entered into by and among the Loan Parties, the Agents and [NAME OF ADDITIONAL [BORROWER][GUARANTOR]], a _____ (the "Additional [Borrower][Guarantor]").

WHEREAS, the Parent, each Borrower [(other than the Additional Borrower)], the Guarantors [(other than the Additional Guarantor)], the Lenders and the Agents have entered into the Financing Agreement, pursuant to which the Lenders have agreed to make loans to the Borrowers (each a "Loan" and collectively the "Loans") in an aggregate principal amount not to exceed the Total Commitment (as defined under the Financing Agreement);

WHEREAS, the Borrowers' obligation to repay the Loans and all other Obligations are guaranteed, jointly and severally, by the Guarantors;

WHEREAS, pursuant to Section 7.01(b)(i)(A) of the Financing Agreement, the Additional [Borrower][Guarantor] is required to become a [Borrower][Guarantor] by, among other things, executing and delivering this Agreement to the Collateral Agent; and

WHEREAS, the Additional [Borrower][Guarantor] has determined that the execution, delivery and performance of this Agreement directly benefit, and are within the corporate purposes and in the best interests of, the Additional [Borrower][Guarantor].

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Reference is hereby made to the Financing Agreement for a statement of the terms thereof. All terms used in this Agreement which are defined therein and not otherwise defined herein shall have the same meanings herein as set forth therein.

SECTION 2. Joinder of Additional [Borrower][Guarantor].

(a) Pursuant to Section 7.01(b)(i)(A) of the Financing Agreement, by its execution of this Agreement, the Additional [Borrower][Guarantor] hereby (i) confirms that the representations and warranties contained in Article VI of the Financing Agreement are true and correct in all material respects as to the Additional [Borrower][Guarantor] as of the effective date of this Agreement, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such earlier date), and (ii) agrees that, from and after the effective date of this Agreement, the Additional [Borrower][Guarantor] shall be a party to the Financing Agreement and shall be bound, as a [Borrower][Guarantor], by all the provisions thereof and shall comply with and be subject to all of the terms, conditions, covenants, agreements and obligations set forth therein and applicable to the [Borrowers][Guarantors], [including, without limitation, the guaranty of the Obligations made by the Guarantors, jointly and severally with the other Loan Parties, in favor of the Agents and the Lenders pursuant to Article XI of the Financing Agreement]. The Additional [Borrower][Guarantor] hereby agrees that from and after the effective date of this Agreement each reference to a ["Borrower"]["Guarantor"] or a "Loan Party" and each reference to the ["Borrowers"]["Guarantors"] or the "Loan Parties" in the Financing Agreement shall include the Additional [Borrower][Guarantor].

(b) Attached hereto are supplements to each Schedule to the Financing Agreement revised to include all information required to be provided therein with respect to, and only with respect to, the Additional [Borrower][Guarantor]. The Schedules to the Financing Agreement shall, without further action, be amended to include the information contained in each such supplement.

SECTION 3. Effectiveness. This Agreement shall become effective upon its execution by the Additional [Borrower][Guarantor], each Borrower, each Guarantor and each Agent and receipt by the Agents of the following, in each case in form and substance reasonably satisfactory to the Agents:

(i) original counterparts to this Agreement, duly executed by each Borrower, each Guarantor, the Additional [Borrower][Guarantor] and the Agents, together with the Schedules referred to in Section 2(b) hereof;

(ii) a Supplement to the Security Agreement, substantially in the form ofExhibit C to the Security Agreement (the "Security Agreement Supplement"), duly executed by the Additional [Borrower][Guarantor], and any instruments of assignment or other documents required to be delivered to the Agents pursuant to the terms thereof;

(iii) a Pledge Amendment to the Security Agreement to which the parent company of the Additional [Borrower][Guarantor] is a party, in substantially the form of Exhibit A thereto, duly executed by such parent company and providing for 100% of the issued and outstanding Equity Interests of the Additional [Borrower][Guarantor] to the extent required to be pledged to the Collateral Agent pursuant to the terms thereof;

(iv) (A) certificates, if any, representing 100% of the issued and outstanding Equity Interests of the Additional [Borrower][Guarantor] and each Subsidiary of the Additional [Borrower][Guarantor] (other than (1) the Equity Interests of any Immaterial Subsidiary or (2) more than 65% of the voting Equity Interests of any Foreign Subsidiary) and (B) all original promissory notes of such Additional [Borrower][Guarantor], if any, in each case to the extent required to be delivered under the Loan Documents, in each case, accompanied by instruments of assignment and transfer in such form as the Collateral Agent may reasonably request;

(v) to the extent required under the Financing Agreement (A) a Mortgage, in form and substance reasonably satisfactory to the Collateral Agent (the "Additional Mortgage"), duly executed by the Additional [Borrower][Guarantor], with respect to the real property owned by the Additional [Borrower][Guarantor], (B) a Title Insurance Policy covering such real property, (C) a current ALTA survey thereof and a surveyor's certificate, each in form and substance reasonably satisfactory to the Collateral Agent, together with such other agreements, instruments and documents as the Collateral Agent may reasonably require under Section 7.01(o) of the Financing Agreement or otherwise;

(vi) evidence reasonably satisfactory to the Collateral Agent of the filing of appropriate financing statements on FormUCC-1 duly filed in such office or offices as may be necessary to perfect the security interests purported to be created by the Security Agreement Supplement and any Mortgage; and

(vii) if requested pursuant to Section 7.01(b), a written opinion of counsel to the Loan Parties as to such matters as the Agents may reasonably request.

SECTION 4. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be mailed (by certified mail, postage prepaid and return receipt requested), telecopied (including electronic mail) or delivered by hand, Federal Express or other reputable overnight courier, if to the Additional [Borrower][Guarantor], to it at its address set forth below its signature to this Agreement, and if to any Borrower, any Guarantor, any Lender or any Agent, to it at its address specified in the Financing Agreement or Joinder Agreement (as applicable); or as to any such Person at such other address as shall be designated by such Person in a written notice to such other Person complying as to delivery with the terms of this Section 4. All such notices and other communications shall be effective in accordance with Section 12.01 of the Financing Agreement.

SECTION 5. General Provisions. (a) Each Additional [Borrower][Guarantor], hereby confirms that each representation and warranty made by it under the Loan Documents is true and correct in all material respects as of the date hereof, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such earlier date), and that no Default or Event of Default has occurred or is continuing under the Financing

Agreement. Each Additional [Borrower][Guarantor], hereby represents and warrants that as of the date hereof there are no material claims or offsets against or defenses or counterclaims to their respective obligations under the Financing Agreement or any other Loan Document.

(b) Except as supplemented hereby, the Financing Agreement and each other Loan Document shall continue to be, and shall remain, in full force and effect. This Agreement shall not be deemed (i) to be a waiver of, or consent to, or a modification or amendment of, any other term or condition of the Financing Agreement or any other Loan Document or (ii) to prejudice any right or rights which the Agents or the Lenders may now have or may have in the future under or in connection with the Financing Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time.

(c) The Additional [Borrower][Guarantor] hereby expressly (i) authorizes the Collateral Agent to file appropriate financing statements or continuation statements, and amendments thereto, (including without limitation, any such financing statements that indicate the Collateral as "all assets" or words of similar import) in such office or offices as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the Liens to be created by the Security Agreement Supplement and each of the other Loan Documents and (ii) ratifies such authorization to the extent that the Collateral Agent has filed any such financing or continuation statements or amendments thereto with written notice thereof to the Parent and the Borrowers, prior to the date hereof. A photocopy or other reproduction of the Security Agreement Supplement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) To the extent required under Section 12.04 of the Financing Agreement, each Borrower hereby agrees to pay or reimburse the Agents for all of their reasonable and documented out-of-pocket costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement, including, without limitation, the reasonable and documented out-of-pocket fees and disbursements of one outside counsel and one local counsel in each relevant jurisdiction, in the manner and to the extent set forth in the Financing Agreement.

(e) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(f) Section headings in this Agreement are included herein for the convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(g) In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of the terms and conditions contained in Section 12.09, Section 12.10 and Section 12.11 of the Financing Agreement, *mutatis mutandis*.

(h) This Agreement, together with the Financing Agreement and the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and thereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWERS:

XPONENTIAL FITNESS LLC

By: _____
Name:
Title:

GUARANTORS:

XPONENTIAL INTERMEDIATE HOLDINGS, LLC

By: _____
Name:
Title:

CLUB PILATES FRANCHISE, LLC

By: _____
Name:
Title:

CYCLEBAR HOLDCO, LLC

By: _____
Name:
Title:

STRETCH LAB FRANCHISE, LLC

By: _____
Name:
Title:

ROW HOUSE FRANCHISE, LLC

By: _____
Name:
Title:

YOGA SIX FRANCHISE, LLC

By: _____
Name:
Title:

AKT FRANCHISE, LLC

By: _____
Name:
Title:

PB FRANCHISING, LLC

By: _____
Name:
Title:

STRIDE FRANCHISE, LLC

By: _____
Name:
Title:

XPONENTIAL FITNESS BRANDS INTERNATIONAL, LLC

By: _____
Name:
Title:

CYCLEBAR WORLDWIDE INC.

By: _____
Name:
Title:

CYCLEBAR FRANCHISING, LLC

By: _____
Name:
Title:

COLLATERAL AGENT AND
ADMINISTRATIVE AGENT:

CERBERUS BUSINESS FINANCE AGENCY, LLC

By: _____
Name:
Title:

[Signature Page to Joinder Agreement]

ADDITIONAL [BORROWER][GUARANTOR]:

[_____]

By: _____
Name:
Title:

Address:

_____

_____

_____

[Signature Page to Joinder Agreement]

Supplemental Schedules

[See attached]

EXHIBIT B

FORM OF NOTICE OF BORROWING

XPONENTIAL FITNESS LLC

Date: _____

Cerberus Business Finance Agency, LLC, as Administrative Agent

Cerberus Business Finance Agency, LLC
875 Third Avenue
New York, New York 10022
Attention: Mr. Timothy Fording

Ladies and Gentlemen:

The undersigned, Xponential Fitness LLC, a Delaware limited liability company (the "Administrative Borrower"), refers to the Financing Agreement, dated as of February 28, 2020 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Financing Agreement"), by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), the Administrative Borrower each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with the Administrative Borrower and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), and hereby gives you notice pursuant to Section 2.02 of the Financing Agreement that the undersigned hereby requests a Loan under the Financing Agreement (the "Proposed Loan"), and in connection therewith sets forth below the information relating to such Proposed Loan as required by Section 2.02 of the Financing Agreement. All capitalized terms used but not defined herein have the same meanings herein as set forth in the Financing Agreement.

(i) The aggregate principal amount of the Proposed Loan is $____.[1]

(ii) [The Proposed Loan is a [Revolving Loan][Term Loan].]

(iii) The Proposed Loan is a [Reference Rate Loan] [LIBOR Rate Loan, with an initial Interest Period of__month[s]].[2]

(iv) The borrowing date of the Proposed Loan is_____, 20 .[3]

(v) The proceeds of the Proposed Loan should be made available to the undersigned by wire transferring such proceeds in accordance with the payment instructions set forth on Annex I hereto.

---

1 Each Revolving Loan shall be made in a minimum amount of $1,000,000 and shall be in an integral multiple of $500,000.

2 Interest Period must be one, two, or three months.

3 3 This date must be a Business Day, and, with respect to the Term Loan, must be the Effective Date.

The undersigned hereby certifies, as of the date the Proposed Loan is made, that (i) the representations and warranties contained in ARTICLE VI of the Financing Agreement and in each other Loan Document delivered to any Agent or any Lender pursuant thereto on or prior to the date of the Proposed Loan are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), (ii) no Event of Default has occurred and is continuing or will result from the making of the Proposed Loan, and (iii) the applicable conditions set forth in [Section 5.01][4] [Section 5.02][5] of the Financing Agreement have been satisfied as of the date of the Proposed Loan.

Very truly yours,

XPONENTIAL FITNESS LLC, as
Administrative Borrower

By: _____
Name:
Title:

4 For borrowings on the Effective Date only.
5 For borrowings after the Effective Date only.

ANNEX I

Payment Instructions/Use of Proceeds

The Administrative Agent is hereby directed by the Administrative Borrower, on its behalf and on behalf of the other Borrowers, to make the following transfers of funds on behalf of and at the direction of the Administrative Borrower:

1. $____, representing a portion of the proceeds of the Loans, to_____in accordance with the following wire instructions:

Name of Bank:

ABA No:
Account Name:
Attention:
Account No:
Ref:

EXHIBIT C

FORM OF LIBOR NOTICE

_____ __, ____

Cerberus Business Finance Agency, LLC, as Administrative Agent
875 Third Avenue
New York, New York 10022
Attention: Mr. Timothy Fording

Ladies and Gentlemen:

Reference is hereby made to the Financing Agreement, dated as of February 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Capitalized terms defined in the Financing Agreement and not otherwise defined herein are used herein as defined in the Financing Agreement.

This LIBOR Notice represents the request of the Administrative Borrower to [convert] [continue] a portion of the [Term Loan] [Revolving Loan] in the amount of $_____as a LIBOR Rate Loan (the "New LIBOR Rate Loan")[,and is a written confirmation of the telephonic notice of such election given to the Administrative Agent].

The portion of the [Term Loan][Revolving Loan] being so [continued] [converted] is [currently a [Reference Rate Loan] [a LIBOR Rate Loan with an Interest Period of [1, 2, or 3] month[s] expiring on_____].

The New LIBOR Rate Loan will have an Interest Period of [1, 2, or 3] month(s) commencing on_____.

This LIBOR Notice further confirms the Borrowers' acceptance of the Administrative Agent's determination of the LIBOR Rate, which has been determined by the Administrative Agent in accordance with the terms of the Financing Agreement.

[*Remainder of page intentionally left blank.*]

The Administrative Borrower hereby certifies, on its behalf and on behalf of the other Borrowers, that no Event of Default has occurred and is continuing or will result from the [conversion] [continuation] of the New LIBOR Rate Loan or will occur or be continuing on the date of the New LIBOR Rate Loan.

Very truly yours,

XPONENTIAL FITNESS LLC, as
Administrative Borrower

By: _____
Name: _____
Title: _____

[Signature Page to LIBOR Notice]

EXHIBIT D

FORM OF ASSIGNMENT AND ACCEPTANCE AGREEMENT

This **ASSIGNMENT AND ACCEPTANCE AGREEMENT** ("Assignment Agreement") is entered into as of ____ , 20__ between_____ ("Assignor") and_____ ("Assignee"). Reference is made to the agreement described in Item 2 of Annex I annexed hereto (as amended, restated, modified or otherwise supplemented from time to time, the "Financing Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Financing Agreement.

1. In accordance with the terms and conditions of Section 12.07 of the Financing Agreement, the Assignor hereby irrevocably sells, transfers, conveys and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents as of the Effective Date (as defined below) with respect to the Obligations owing to the Assignor, and the Assignor's portion of the Total Revolving Credit Commitments and/or the Loans as specified on Annex I.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) confirms that it has received copies of the Financing Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, the Assignor, or any Lender, based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (c) confirms that it complies with the (i) definition of "Eligible Transferee" as defined in the Financing Agreement and (ii) criteria set forth in Section 12.07 of the Financing Agreement necessary to acquire the interests being assigned and to become a Lender; (d) appoints and authorizes each of the Administrative Agent and the Collateral Agent to take such action as the Administrative Agent or the Collateral Agent (as the case may be) on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent or the Collateral Agent (as the case may be) by the terms thereof, together with such powers as are

reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a [Lender][an Affiliated Lender][1]; and (f) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Financing Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty.

4. Following the execution of this Assignment Agreement by the Assignor and the Assignee, it will be delivered by the Assignor to the Administrative Agent (and Collateral Agent, if applicable) for recording by the Administrative Agent. The effective date of this Assignment Agreement (the "Effective Date") shall be the latest of (a) the date of the execution hereof by the Assignor and the Assignee, (b) the date this Assignment Agreement has been accepted by the Administrative Agent (and Collateral Agent, if applicable) and recorded in the Register, (c) the date this Assignment Agreement has been accepted by the Administrative Borrower (to the extent required by the terms of the Financing Agreement), (d) the date of receipt by the Administrative Agent of a processing and recordation fee in the amount of $5,000 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender), (e) the settlement date specified on Annex I, and (f) the receipt by Assignor of the Purchase Price specified in Annex I.

5. As of the Effective Date (a) the Assignee shall be a party to the Financing Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Financing Agreement and the other Loan Documents.

6. Upon recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent shall make all payments under the Financing Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees (if applicable) with respect thereto) to the Assignee. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Financing Agreement and the other Loan Documents for periods prior to the Effective Date directly between themselves on the Effective Date.

7. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

8. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS ASSIGNMENT AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

---

[1] To be inserted if the Assignee is an Affiliated Lender.

9. This Assignment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[*Remainder of page left intentionally blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

[ASSIGNOR]

By: _____
Name:
Title:
Date:

[ASSIGNEE]

By: _____
Name:
Title:
Date:

[Signature Page to Assignment and Acceptance Agreement]

ACCEPTED AND CONSENTED TO this____day of_____, 20__

CERBERUS BUSINESS FINANCE AGENCY, LLC, as Collateral Agent and Administrative Agent

By: _____
Name:
Title:

[XPONENTIAL FITNESS LLC, as Administrative Borrower][2]

By: _____
Name:
Title:

2 If required under Section 12.07 of the Financing Agreement.

ANNEX FOR ASSIGNMENT AND ACCEPTANCE

ANNEX I

1. Borrowers: Xponential Fitness LLC, a Delaware limited liability company, as Administrative Borrower, each Subsidiary (as defined in the Financing Agreement) of Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent") listed as a "Borrower" on the signature pages to the Financing Agreement and each other Person that executes a joinder agreement and becomes a Borrower thereunder.

2. Name and Date of Financing Agreement: Financing Agreement, dated as of February 28, 2020, by and among the Parent, Xponential Fitness, LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

3. Amount of Commitments and Loans assigned: _____

[a. Term Loan _____]
[b. Revolving Loans _____]
[c. Revolving Credit Commitment _____][3]

4. Purchase Price: _____

5. Effective Date: _____

6. Notice and Payment Instructions, etc.

Assignee:	Assignor:
_____	_____
_____	_____
_____	_____

[3] Insert as applicable.

Assignee:

Attn:_____
Fax No.:_____

Bank Name:
ABA Number:
Account Name:
Account Number:
Sub-Account Name:
Sub-Account Number:
Reference:
Attn:

Assignor:

Attn:_____
Fax No.:_____

Bank Name:
ABA Number:
Account Name:
Account Number:
Sub-Account Name:
Sub-Account Number:
Reference:
Attn:

EXHIBIT E

FORM OF COMPLIANCE CERTIFICATE

XPONENTIAL INTERMEDIATE HOLDINGS, LLC
17877 Von Karman Avenue, Suite 100
Irvine, CA 92614

Cerberus Business Finance Agency, LLC
875 Third Avenue
New York, New York 10022
Attention: Timothy Fording

Re: Compliance Certificate dated _____, 20

Ladies and Gentlemen:

Reference is made to that certain Financing Agreement, dated as of February 28, 2020 (such agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Financing Agreement"), by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Capitalized terms used in this Compliance Certificate have the respective meanings set forth in the Financing Agreement unless specifically defined herein.

Pursuant to the terms of the Financing Agreement, the undersigned Authorized Officer of the Parent hereby certifies that:

1. [The financial statements of the Parent and its Subsidiaries are furnished in Schedule 1 hereto pursuant to Section 7.01(a)(i) of the Financing Agreement.][1] [The financial statements of the Parent and its Subsidiaries are furnished in Schedule 1 hereto pursuant to Section 7.01(a)(ii) of the Financing Agreement.][2]

1 To be included in the Compliance Certificate delivered with financial statements required by Section 7.01(a)(i) of the Financing Agreement.
2 To be included in the Compliance Certificate delivered with financial statements required by Section 7.01(a)(ii) of the Financing Agreement.

2. [The financial statements of the Parent and its Subsidiaries furnished in Schedule 1 hereto pursuant to Section 7.01(a) of the Financing Agreement fairly present, in all material respects, the financial position of the Parent and its Subsidiaries in each case, as of the end of the period covered by such financial statements and the results of operations, retained earnings and cash flows of the Parent and its Subsidiaries, in each case, for such period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments.][3]

3. The undersigned Authorized Officer has reviewed the provisions of the Financing Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of the Parent and its Subsidiaries during the period covered by the financial statements delivered pursuant to Section 7.01(a) with a view to determining whether the Parent and its Subsidiaries were in compliance with all of the provisions of the Financing Agreement and such Loan Documents at the times such compliance is required thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default[, except as listed on Schedule 2 hereto (such Schedule describes the nature and period of existence thereof and the action which the Parent and/or its Subsidiaries propose to take or have taken with respect thereto)].

4. [The Parent and its Subsidiaries are in compliance with the financial covenant contained in Section 7.03 0f the Financing Agreement as demonstrated on Schedule 3 hereto.][4]

5. [Set forth on Schedule 4 hereto is the calculation of the Excess Cash Flow in accordance with the terms of Section 2.05(c)(iv) of the Financing Agreement.][5]

---

3 To be included in the Compliance Certificate delivered with financial statements required by Section 7.01(a)(i) of the Financing Agreement.

4 To be included in the Compliance Certificate delivered with financial statements of the Parent and its Subsidiaries required by Section 7.01(a)(i) of the Financing Agreement.

5 To be included in the Compliance Certificate delivered with financial statements required by Section 7.01(a)(ii) of the Financing Agreement.

IN WITNESS WHEREOF, this Compliance Certificate is executed by the undersigned as of the date first written above.

XPONENTIAL INTERMEDIATE
HOLDINGS, LLC

_____

Name:_____

Title:_____

[Signature Page to Compliance Certificate]

SCHEDULE 1

Financial Statements

[See Attached]

SCHEDULE 2

Default or Event of Default

[See Attached]

SCHEDULE 3
Financial Covenant

Total Leverage Ratio.

The Total Leverage Ratio of the Parent and its Subsidiaries (on a consolidated basis), for the period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries (on a consolidated basis) for which the last quarter ends _____,__is__:1.00, which **[is/is not]** greater than or equal to the ratio set forth in Section 7.03(a) of the Financing Agreement for the corresponding period.

SCHEDULE 4

Excess Cash Flow

[See Attached]

Exhibit 10.6

Execution Version

FIRST AMENDMENT TO FINANCING AGREEMENT

FIRST AMENDMENT, dated as of August 4, 2020 (this "Amendment"), to the Financing Agreement, dated as of February 28, 2020 (as may be further amended, restated, supplemented or otherwise modified, the "Financing Agreement"), by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages hereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as defined therein), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). All terms used herein that are defined in the Financing Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement (as amended hereby).

WHEREAS, the Loan Parties, the Agents and the Lenders wish to amend the Financing Agreement on the First Amendment Effective Date (as hereinafter defined) on the terms and conditions set forth herein.

WHEREAS, the Loan Parties have requested that the Agents and the Lenders amend the Financing Agreement in certain respects, and the Agents and the Lenders are agreeable to such request, on and subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Amendments. Financing Agreement. The Financing Agreement is hereby amended (x) as of the date hereof to replace the reference to "3.45" with "5.00" under Total Leverage Ratio for the Fiscal Quarter End June 30, 2020 in Section 7.03(a)(i) of the Financing Agreement and (y) as of the First Amendment Effective Date (as defined below) (a) to delete the red or green stricken text (indicated textually in the same manner as the following examples: ~~stricken text~~ and ~~stricken text~~); and (b) to add the blue or green double-underlined text (indicated textually in the same manner as the following examples: double-underlined text and double- underlined text), in each case, as set forth in the marked copy of the Financing Agreement attached as Annex A hereto and made a part hereof for all purposes.

2. Representations and Warranties. Each Loan Party hereby jointly and severally represents and warrants to the Agents and the Lenders, as of the date hereof, as follows:

(a) Representations and Warranties; No Event of Default. The representations and warranties contained herein, in Article VI of the Financing Agreement and in each other Loan Document, certificate or other writing delivered by or on behalf of any Loan Party to any Secured Party pursuant thereto on or prior to the First Amendment Effective Date are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and no Default or Event of Default has occurred and is continuing as of the First Amendment Effective Date or would result from this Amendment becoming effective in accordance with its terms.

(b) Authorization; Enforceability. The execution and delivery of this Amendment by each Loan Party, and the performance of the Financing Agreement, as amended hereby, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties other than any such Lien that constitutes a Permitted Lien, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties except, in the case of clauses (ii)(B), (ii)(C) and (iv), as could not reasonably be expected to have a Material Adverse Effect. This Amendment constitutes the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

3. Conditions Precedent to Effectiveness. This Amendment shall become effective upon receipt by the Agents of this Amendment, duly executed by the Loan Parties, each Agent and the Lenders and dated as of the date first set forth above; provided that the amendments to the Financing Agreement set forth in clause (y) of Section 1 above shall become effective upon satisfaction in full, in a manner reasonably satisfactory to the Agents, or waiver by the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied (or waived) being herein called the "First Amendment Effective Date"):

(a) Payment of Fees, Etc. The Borrower shall have paid (or caused to be paid), on or before the First Amendment Effective Date:

(i) a non-refundable amendment closing fee equal to $975,000, which fee shall be deemed paid in kind as of August 15, 2020 by capitalizing such fee and adding such fee to the principal balance of the Term Loan (provided that, such fee shall be deemed not to have been paid in kind or capitalized (and no interest thereon shall be deemed to have accrued) if this Amendment shall terminate and be of no further force or effect pursuant to clause (g) of Section 7 below); and

(ii) all other fees, costs and expenses then due and payable, if any, pursuant to Section 2.06 or 12.04 of the Financing Agreement.

(b) Delivery of Documents. The Agents shall have received each of the following, each in form and substance satisfactory to the Agents:

(i) this Amendment, duly executed by the Loan Parties, each Agent and the Lenders, as provided above;

(ii) the Sponsor Guaranty, duly executed by the Sponsor Guarantor and dated as of the First Amendment Effective Date; and

(iii) a certificate of an Authorized Officer of the Parent certifying as to the matters described in Section 2(a) of this Amendment and dated as of the First Amendment Effective Date.

(c) Cash Infusion.

(i) The Agents shall have received satisfactory evidence that, substantially concurrently with the execution of this Amendment, the Sponsor Guarantor shall have made capital calls, the proceeds of which shall (x) be contributed to Parent in exchange for Equity Interests (other than Disqualified Equity Interests) issued by Parent and (y) be in an amount equal to $10,000,000 (the "First Amendment Contribution").

(ii) The First Amendment Contribution shall have been made and the entire amount of such cash proceeds shall have been applied to repay the Revolving Loans on or before August 31, 2020.

(d) Schedule 7.02(e)(xx). The Loan Parties shall have delivered to the Agents a form of Schedule 7.02(e)(xx) and the Agents shall have approved such form.

(e) Liens; Priority. The Agents shall be satisfied that the Collateral Agent has been granted, and holds, for the benefit of the Agents and the Lenders, a perfected, first priority Lien on and security interest in all of the Collateral, subject only to Permitted Liens, to the extent such Liens and security interests required pursuant to the Financing Agreement and the other Loan Documents to be granted or perfected on or before the First Amendment Effective Date.

(f) Approvals. All consents, authorizations and approvals of all filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with the transactions contemplated by this Amendment shall have been obtained and shall be in full force and effect.

4. Continued Effectiveness of the Financing Agreement and Other Loan Documents. Each Loan Party hereby (i) acknowledges and consents to this Amendment, (ii) confirms and agrees that the Financing Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the First Amendment Effective Date all references in the Financing Agreement or any other Loan Document to "Financing Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Amendment, and (iii) confirms and agrees that to the extent that the Financing Agreement or any such other Loan Document purports to assign or pledge to the Collateral Agent for the benefit of the Lenders, or to grant to the Collateral Agent for the benefit of the Lenders a security interest in or Lien on, any Collateral as security for the Obligations or Guaranteed Obligations, as the case may be, of any Loan Party from time to time existing in respect of the Financing Agreement (as amended hereby) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects as of the date hereof. This Amendment does not and shall not affect any of the obligations of any Loan Party, other than as expressly provided herein, including, without limitation, the Borrower's obligation to repay the Loans in accordance with the terms of Financing Agreement, or the obligations of any other Loan Party under any Loan Document to which it is a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Agents or any Lender under the Financing Agreement or any other Loan Document, nor constitute a waiver of any provision of the Financing Agreement or any other Loan Document.

5. Release. Each Loan Party hereby acknowledges and agrees that: as of the First Amendment Effective Date (i) neither it nor any of its Subsidiaries has any claim or cause of action against the Agents or any Lender (or any of their respective Affiliates, officers, directors, employees, attorneys, consultants or agents in their capacities for the Agents or any Lender) in connection with the Loan Documents and (ii) the Agents and each Lender has heretofore properly performed and satisfied in a timely manner all of its obligations to the Loan Parties and their Subsidiaries under the Financing Agreement and the other Loan Documents that are required to have been performed on or prior to the date hereof. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of the Agents' and the Lenders' rights, interests, security and/or remedies under the Financing Agreement and the other Loan Documents. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release and forever discharge each Agent, each Lender and each of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents in their capacities as an Agent or any Lender (collectively, the "Released Parties") from any and all debts, claims, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done on or prior to the

First Amendment Effective Date arising out of, connected with or related in any way to this Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or advances or the Collateral prior to the First Amendment Effective Date.

6. Reaffirmation of Loan Parties. Each Loan Party hereby reaffirms its obligations under the Financing Agreement and each other Loan Document to which it is a party as of the date hereof. Each Loan Party hereby further ratifies and reaffirms as of the date hereof the validity and enforceability of all of the Liens and security interests heretofore granted by it, pursuant to and in connection with the Financing Agreement or any other Loan Document to the Agents, on behalf and for the benefit of the Agents and each Lender, as collateral security for the obligations under the Financing Agreement and the other Loan Documents in accordance with their respective terms, and acknowledges that all of such liens and security interests, and all collateral heretofore pledged by it as security for such obligations, continues to be and remain collateral for such obligations. Although each of the Guarantors have been informed of the matters set forth herein and have acknowledged and agreed to same, each of the Guarantors understands that the Agents and the Lenders shall have no obligation to inform the Guarantors of such matters in the future or to seek the Guarantors' acknowledgement or agreement to future amendments, waivers, or modifications, and nothing herein shall create such a duty.

7. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by electronic mail shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party may request in writing that parties delivering an executed counterpart of this Amendment by electronic mail also deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

(d) This Amendment constitutes a "Loan Document" under the Financing Agreement.

(e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) The Borrower will pay (or cause to be paid) promptly upon receipt of a reasonably detailed invoice therefor, all reasonable and documented out-of-pocket fees, costs and expenses of the Agents in connection with the preparation, execution and delivery of this Amendment in accordance with and pursuant to Section 12.04 of the Financing Agreement, including, without limitation, reasonable and documented fees, costs and expenses of Schulte Roth & Zabel LLP, counsel to the Collateral Agent.

(g) Notwithstanding anything to the contrary set forth herein, if the First Amendment Effective Date has not occurred by 11:59 pm New York City time on or prior to August 31, 2020, this Amendment (and any amendments to the Financing Agreement effected pursuant hereto) shall terminate and be of no further force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

XPONENTIAL FITNESS LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

[Signature Page to First Amendment]

GUARANTORS:

XPONENTIAL INTERMEDIATE HOLDINGS, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CLUB PILATES FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR HOLDCO, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR FRANCHISING, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR WORLDWIDE INC.

By: /s/ John Meloun
Name: John Meloun
Title: CFO

STRETCH LAB FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ROW HOUSE FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

YOGA SIX FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

AKT FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB FRANCHISING, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

STRIDE FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

XPONENTIAL FITNESS BRANDS INTERNATIONAL, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

COLLATERAL AGENT AND
ADMINISTRATIVE AGENT:

CERBERUS BUSINESS FINANCE AGENCY, LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

LENDERS:

CERBERUS AOZ LOAN OPPORTUNITIES FUND, L.P.

By: Cerberus AOZ Loan Opportunities GP, LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS ASRS FUNDING LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Vice President

CERBERUS ASRS HOLDINGS LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Vice President

CERBERUS AUS LEVERED HOLDINGS LP

By: CAL I GP Holdings LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS C-1 LEVERED LOAN OPPORTUNITIES MASTER FUND, L.P.

By: Cerberus C-1 Levered Opportunities GP, LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS FSBA HOLDINGS LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Vice President

CERBERUS FSBA LEVERED LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Vice President

CERBERUS KRS LEVERED LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Vice President

CERBERUS KRS LEVERED LOAN OPPORTUNITIES FUND, L.P.

By: Cerberus KRS Levered Opportunities GP, LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS LEVERED IV HOLDINGS LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Vice President

CERBERUS LOAN FUNDING XX L.P.

By: Cerberus LFGP XX, LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS LOAN FUNDING XXII L.P.

By: Cerberus LFGP XXII, LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS LOAN FUNDING XXV LP

By: Cerberus LFGP XXV, LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS ND CREDIT HOLDINGS LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Vice President

CERBERUS ND LEVERED LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Vice President

CERBERUS OFFSHORE LEVERED IV HOLDINGS LP

By: Cerberus Offshore Levered IV Holdings GP LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS OFFSHORE UNLEVERED LOAN OPPORTUNITIES MASTER FUND IV, L.P.

By: Cerberus Offshore Unlevered Opportunities IV GP, LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS ONSHORE LEVERED IV LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Vice President

CERBERUS PSERS LEVERED LOAN OPPORTUNITIES FUND, L.P.

By: Cerberus PSERS Levered Opportunities GP, LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS REDWOOD LEVERED LOAN OPPORTUNITIES FUND A, L.P.

By: Cerberus Redwood Levered Opportunities GP A, LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS REDWOOD LEVERED LOAN OPPORTUNITIES FUND B, L.P.

By: Cerberus Redwood Levered Opportunities GP B, LLC
Its: General Partner

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS STEPSTONE CREDIT HOLDINGS LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

CERBERUS STEPSTONE LEVERED LLC

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Vice President

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: CBF-D Manager, LLC
Its: Investment Manager

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

RELIANCE STANDARD LIFE INSURANCE COMPANY

By: CBF-D Manager, LLC
Its: Investment Manager

By: /s/ Joseph Naccarato
Name: Joseph Naccarato
Title: Senior Managing Director

Annex A

Amended Financing Agreement

(See Attached)

Execution Copy

FINANCING AGREEMENT

Dated as of February 28, 2020

by and among

XPONENTIAL INTERMEDIATE HOLDINGS, LLC,
as Parent,

XPONENTIAL FITNESS LLC
AND EACH OTHER SUBSIDIARY OF PARENT
LISTED AS A BORROWER ON THE SIGNATURE PAGES HERETO,
as Borrowers,

PARENT AND EACH OTHER SUBSIDIARY OF PARENT LISTED AS A GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

CERBERUS BUSINESS FINANCE AGENCY, LLC,
as Collateral Agent and Administrative Agent

TABLE OF CONTENTS

SCHEDULE AND EXHIBITS

Schedule 1.01(A)	Lenders' Commitments
Schedule 1.01(B)	Earnouts
Schedule 6.01(e)	Capitalization; Subsidiaries
Schedule 6.01(f)	Litigation; Commercial Tort Claims
Schedule 6.01(i)	ERISA
Schedule 6.01(l)	Nature of Business
Schedule 6.01(o)	Real Property and Facilities
Schedule 6.01(q)	Franchise Matters
Schedule 6.01(r)	Environmental Matters
Schedule 6.01(s)	Insurance
Schedule 6.01(v)	Bank Accounts
Schedule 6.01(w)	Intellectual Property
Schedule 6.01(x)	Material Contracts
Schedule 6.01(dd)	Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN
Schedule 6.01(ee)	Collateral Locations
Schedule 7.01(s)	Post-Closing Obligations
Schedule 7.02(a)	Existing Liens
Schedule 7.02(b)	Existing Indebtedness
Schedule 7.02(c)	Capitalized Lease Obligations
Schedule 7.02(e)	Existing Investments
Schedule 7.02(e)(xx)	**Franchisee Loan Parameters**
Schedule 7.02(j)	Transactions with Affiliates
Schedule 7.02(k)	Limitations on Dividends and Other Payment Restrictions
Schedule 8.01	Cash Management Banks/Cash Management Accounts

Exhibit A	Form of Joinder Agreement
Exhibit B	Form of Notice of Borrowing
Exhibit C	Form of LIBOR Notice
Exhibit D	Form of Assignment and Acceptance
Exhibit E	Form of Compliance Certificate
Exhibit F	Form of Franchise Report

FINANCING AGREEMENT

Financing Agreement, dated as of February 28, 2020, by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as hereinafter defined) of Parent listed as a "Borrower" on the signature pages hereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" hereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages hereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder or otherwise guaranties all or any part of the Obligations (as hereinafter defined), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrowers have asked the Lenders to extend credit to the Borrowers consisting of (a) an initial term loan in an aggregate principal amount of $185,000,000, (b) a revolving credit facility in the aggregate principal amount of $10,000,000 and (c) a delayed draw term loan commitment in the aggregate principal amount of $15,000,000. The proceeds of the initial term loan shall be used to repay existing indebtedness of the Loan Parties and for general working capital or other corporate purposes of the Loan Parties (as hereinafter defined), including, but not limited to, the payment of fees and expenses related to this Agreement and the Transactions. The proceeds of the revolving loans and the delayed draw term loans made after the Effective Date shall be used for general working capital or other corporate purposes of the Loan Parties. The Lenders are severally, and not jointly, willing to extend such credit to the Borrowers subject to the terms and conditions hereinafter set forth.

In consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Account Control Agreement" means an account control agreement, in form and substance reasonably satisfactory to the Collateral Agent, each of which is among each relevant Loan Party, the Collateral Agent and the applicable Cash Management Banks.

"Account Debtor" means each debtor, customer or obligor in any way obligated on or in connection with any Account Receivable.

"Accounts Receivable" means, with respect to any Person, any and all accounts (as that term is defined in the Uniform Commercial Code), any and all rights of such Person to payment for goods sold and/or services rendered, including accounts, general intangibles and any and all such rights evidenced by chattel paper, instruments or documents, whether due or to become due and whether or not earned by performance, and whether now or hereafter acquired or arising in the future, and any proceeds arising therefrom or relating thereto.

"Acquisition" means the acquisition of all or substantially all of the Equity Interests of any Person or all or substantially all of the assets of any Person or line of business or a division of such Person.

"Act" has the meaning specified therefor in Section 7.02(c).

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.08(a).

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Account" means an account at a bank designated by the Administrative Agent from time to time as the account into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Administrative Borrower" has the meaning specified therefor in Section 12.16.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Affiliated Lenders" means the Sponsor and each of its Affiliates (including the Loan Parties) and Related Funds of the foregoing who become a Lender pursuant to the terms of this Agreement.

"After Acquired Property" has the meaning specified therefor in Section 7.01(o).

"Agent" has the meaning specified therefor in the preamble hereto.

"Agent Advances" has the meaning specified therefor in Section 10.08(a).

"Agreement" means this Financing Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"Alternative Interest Rate Election Event" has the meaning specified therefor in the definition of "LIBOR Rate".

"Anti-Corruption Laws" has the meaning specified therefor in Section 6.01(jj)(i).

"Anti-Money Laundering and Anti-Terrorism Laws" means any Requirement of Law relating to terrorism, economic sanctions or money laundering, including, without limitation, (a) the Money Laundering Control Act of 1986 (*i.e.*, 18 U.S.C. §§ 1956 and 1957), (b) the Bank Secrecy Act of 1970 (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), and the implementing regulations promulgated thereunder, (c) the USA PATRIOT Act and the implementing regulations promulgated thereunder, (d) the laws, regulations and Executive Orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (e) any law prohibiting or directed against terrorist activities or the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B), and (f) any similar laws enacted in the United States or any other jurisdictions in which the parties to this Agreement operate, as any of the foregoing laws have been, or shall hereafter be, amended, renewed, extended, or replaced and all other present and future legal requirements of any Governmental Authority governing, addressing, relating to, or attempting to eliminate, terrorist acts and acts of war and any regulations promulgated pursuant thereto.

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of any Revolving Loan or the Term Loan (or any portion thereof):

(a) From the Effective Date until September 30, 2020 (the "Initial Applicable Margin Period"), the relevant Applicable Margin shall be set at Level II in the table below.

(b) After the Initial Applicable Margin Period, the relevant Applicable Margin shall be set at the respective level indicated below based upon the Total Leverage Ratio of the Loan Parties set forth opposite thereto, which ratio shall be calculated on the last day of the most recent fiscal quarter of the Parent and its Subsidiaries for which financial statements and a Compliance Certificate are received by the Agents and the Lenders in accordance with Section 7.01(a)(i) and Section 7.01(a)(iv):

Level	Total Leverage Ratio	Reference Rate Loans	LIBOR Rate Loans
I	Greater than or equal to 3.75 to 1:00	4.75%	6.75%
II	Greater than or equal to 2.75 to 1.00 and less than 3.75 to 1:00	4.50%	6.50%
III	Less than 2.75 to 1.00	4.25%	6.25%

(c) Subject to clause (d) below, the adjustment of the Applicable Margin (if any) will occur 2 Business Days after the date the Administrative Agent receives the applicable financial statements and a Compliance Certificate in accordance with Section 7.01(a)(i) and Section 7.01(a)(iv).

(d) Notwithstanding the foregoing:

(i) the Applicable Margin shall be set at Level I in the table above (x) upon the occurrence and during the continuation of an Event of Default, or (y) if for any period, the Administrative Agent does not receive the financial statements and certificates described in clause (c) above, for the period commencing on the date such financial statements and certificate were required to be delivered through the date on which such financial statements and certificate are actually received by the Administrative Agent and the Lenders; and

(ii) in the event that any financial statement or certificate described in clause (c) above is inaccurate (regardless of whether this Agreement or any Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any fiscal period, then the Applicable Margin for such fiscal period shall be adjusted retroactively (to the effective date of the determination of the Applicable Margin that was based upon the delivery of such inaccurate financial statement or certificate) to reflect the correct Applicable Margin, and the Borrowers shall promptly make payments to the Agents and the Lenders to reflect such adjustment.

"Applicable Prepayment Premium" means, as of any date of determination, with respect to and in the event of any prepayment of the Term Loans, (a) during the period of time from and after the Effective Date up to and including the date that is the first anniversary of the Effective Date, an amount equal to 2.00% times the principal amount of any such prepayment of the Term Loan on such date, (b) during the period of time after the date that is the first anniversary of the Effective Date up to and including the date that is the second anniversary of the Effective Date, an amount equal to 1.00% times the principal amount of any such prepayment of the Term Loan on such date, and (c) from the second anniversary of the Effective Date and at all times thereafter, zero.

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Collateral Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit D hereto or such other form reasonably acceptable to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president, executive vice president, vice president or manager of such Person or any other officer of such Person designated as an "Authorized Officer" by any of the foregoing officers in a writing delivered to the Agents.

"Availability" means, at any time, the difference between (a) the Total Revolving Credit Commitment and (b) the aggregate outstanding principal amount of all Revolving Loans.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors

"Board" means the Board of Governors of the Federal Reserve System of the United States.

"Board of Directors" means, (a) with respect to any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) with respect to a partnership, the board of directors or equivalent governing body of the general partner of the partnership, (c) with respect to a limited liability company, the managing member or members or any controlling committee or board of managers of such company or the sole member or the managing member thereof, and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Borrower" and "Borrowers" have the meanings specified therefor in the preamble hereto. As of the Effective Date, the Administrative Borrower is the only Borrower under this Agreement.

"Business Day" means (a) for all purposes other than as described in clause (b) below, any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close, and (b) with respect to the borrowing, payment or continuation of, or determination of interest rate on, LIBOR Rate Loans, any day that is a Business Day described in clause (a) above and on which dealings in Dollars may be carried on in the interbank eurodollar markets in New York City and London.

"Capital Expenditures" means, with respect to any Person for any period, the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed and including all Capitalized Lease Obligations added during such period; provided, that the term "Capital Expenditures" shall not include any such expenditures which constitute (a) expenditures by the Parent or any of its Subsidiaries made in connection with the replacement, substitution or restoration of such Person's assets (i) to the extent financed from (A) insurance proceeds and other proceeds relating to the loss of property paid on account of the loss of or damage to, destruction

of or condemnation of the assets being replaced or restored by such Person that has received such proceeds or (B) proceeds received by such Person from any Disposition permitted under this Agreement, in each case, so long as the Borrowers are permitted to reinvest such proceeds pursuant to Section 2.05(c)(viii) or (ii) with compensation awards arising from the taking by eminent domain or condemnation of the assets being replaced, (b) expenditures financed with the proceeds received from the sale or issuance of Equity Interests to the Sponsor or any other Persons, (c) a Permitted Acquisition or any investment permitted hereunder, (d) expenditures that are accounted for as capital expenditures of such Person and that actually are paid for by a third party (excluding any Loan Party) and for which no Loan Party has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other person (whether before, during or after such period), and (e) the purchase price of equipment that is purchased substantially contemporaneously with the trade in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for the equipment being traded in at such time.

"Capitalized Lease" means, with respect to any Person, any lease of real or personal property by such Person as lessee which is (a) required under GAAP to be capitalized on the balance sheet of such Person or (b) a transaction of a type commonly known as a "synthetic lease" (i.e., a lease transaction that is treated as an operating lease for accounting purposes but with respect to which payments of rent are intended to be treated as payments of principal and interest on a loan for Federal income tax purposes).

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"CARES Act" means the Coronavirus Aid, Relief and Economic Security Act, as amended, and the related rules and regulations promulgated thereunder.

"CARES Act Indebtedness" means any unsecured loan or other financial accommodation under the Payroll Protection Program established pursuant to the CARES Act under 15 U.S.C. 636(a)(36) (as added to the Small Business Act by Section 1102 of the CARES Act).

"Cash Equivalents" means

(a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within 1 year from the date of acquisition thereof;

(b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group or Moody's Investors Service, Inc.;

(c) commercial paper, maturing not more than 1 year after the date of issue rated P-1 by Moody's or A-1 by Standard & Poor's;

(d) certificates of deposit maturing not more than 1 year after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000;

(e) deposit accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation;

(f) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof;

(g) debt securities with maturities of 6 months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above;

(h) money market accounts maintained with mutual funds having assets in excess of $500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and

(i) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party (other than the Excluded Accounts) maintained at one or more Cash Management Banks listed on Schedule 8.01.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"CEA" means the Commodity Exchange Act (7 U.S.C.§1 et seq.), as amended from time to time, and any successor statute.

"Cerberus" has the meaning specified therefor in the preamble hereto.

"CFTC" means the Commodity Futures Trading Commission.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests,

rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) at any time prior to a public offering of any Equity Interests of the Parent or any parent company of the Parent, (i) the Permitted Holders cease beneficially and of record to own and control, directly or indirectly, at least 51% on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent, (ii) the Sponsor ceases beneficially and of record to own and control, directly or indirectly, at least 33% on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent or (iii) the Sponsor ceases beneficially and of record to own and control, directly or indirectly, the largest percentage on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent necessary to nominate or elect a majority of the Board of Directors of the Parent;

(b) at any time after a public offering of any Equity Interests of the Parent or any parent company of the Parent, the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act), other than a Permitted Holder, of beneficial ownership of more than the greater of (x) 35% of the aggregate outstanding voting power of the Equity Interests of the Parent and (y) the percentage on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent then owned by the Permitted Holders;

(c) at any time after a public offering of any Equity Interests of the Parent or any parent company of the Parent, during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Parent (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of the Parent was approved by a vote of at least a majority the directors of the Parent then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of the Parent;

(d) the Parent shall cease to have, directly or indirectly, the aggregate beneficial ownership (as defined in Rule13d-3 under the Exchange Act) of at least the percentage of the aggregate voting power or economic power of the Equity Interests of each other Loan Party held by it on the Effective Date (or, with respect to any Subsidiary that becomes a Loan Party after the Effective Date, on the date such Subsidiary becomes a Loan Party hereunder), other than pursuant to a transaction permitted under Section 7.02(c) of this Agreement; or

(e) at any time after a public offering of any of the Equity Interests of the Parent or any parent company of the Parent (i) any Loan Party consolidates or amalgamates with or merges into another entity or conveys, transfers or leases all or substantially all of its property and assets to another Person, unless otherwise permitted hereunder or (ii) any entity consolidates or amalgamates with or merges into any Loan Party in a transaction pursuant to which the outstanding

voting Equity Interests of such Loan Party are reclassified or changed into or exchanged for cash, securities or other property, other than any such transaction described in this clause (ii) in which either (A) in the case of any such transaction involving the Parent, no person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder has, directly or indirectly, acquired beneficial ownership of more than 35% of the aggregate outstanding voting Equity Interests of the Parent or (B) in the case of any such transaction involving a Loan Party other than the Parent, the Parent has beneficial ownership on a fully diluted basis of at least the same percentage of the aggregate voting and economic power of all Equity Interests of the resulting, surviving or transferee entity as it held prior to the date of such transaction.

"Club Ready Settlement" means the settlement agreement between Xponential Fitness LLC, ClubEssential Holdings, LLC and ClubReady, LLC pursuant to which ClubReady, LLC has agreed to reimbursement Xponential Fitness LLC for payments made in connection with third-party development labor in an amount not to exceed $2,000,000.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Loan Party upon which a Lien is granted or purported to be granted by such Loan Party as security for all or any part of the Obligations; provided, that the term "Collateral" shall not include any "Excluded Property" (as defined in the Security Agreement).

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Commitments" means, with respect to each Lender, such Lender's Revolving Credit Commitment and Term Loan Commitment.

"Competitor" means any Person which is a direct competitor of the Loan Parties or their Subsidiaries in the same or substantially similar line of business as the Loan Parties or their Subsidiaries as of the Effective Date, if, in each case, at the time of a proposed assignment or participation, Agents and the assigning Lender have been notified in writing by the Administrative Borrower that such a Person is a direct competitor of the Loan Parties or their Subsidiaries.

"Compliance Certificate" has the meaning specified therefor in Section 7.01(a)(iv).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(a) increased (without duplication) by the following, in each case (other than clauses (vii) and (ix)) to the extent deducted (and not added back) in determining Consolidated Net Income for such period:

(i) any provision for (or less any benefit, including income tax credits and refunds, from) income taxes (including franchise, gross receipts and single business taxes imposed in lieu of income taxes); plus

(ii) depreciation and amortization expense of such Person for such period; plus

(iii) the amount of any documented and clearly identifiable restructuring charges; provided that the amounts added to Consolidated EBITDA pursuant to this clause (iii) shall not exceed the lesser of 5% of Consolidated EBITDA and $3,000,000 for any period; and provided further, that amounts added to Consolidated EBITDA pursuant to this clause (iii) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (vi) (other than pursuant to clause (vi)(1)) and clause (vii) shall not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter; plus

(iv) any other non-cash charges or adjustments, including (A) any write offs or write downs reducing Consolidated Net Income for such period, (B) equity-based awards compensation expense and expenses related to or associated with deferred compensation programs, (C) losses on sales, disposals or abandonment of, or any impairment charges or asset write-down or write-off related to, intangible assets, long-lived assets, inventory and investments in debt and equity securities, (D) all losses from investments recorded using the equity method, (E) charges for facilities closed prior to the applicable lease expiration, and (F) non-cash expenses in connection with new studio or other facility openings and closings; plus

(v) the amount of (i) board of directors fees not to exceed $500,000 in the aggregate for such period and (ii) any Permitted Management Fees and related indemnities and expenses paid or accrued in such period under the Management Agreement, in each case, to the extent permitted hereunder; plus

(vi) (1) all fees, costs, charges or expenses in connection with Permitted Acquisitions and other Investments permitted hereunder (including Acquisitions consummated prior to the Effective Date), whether or not such acquisitions are consummated; provided, (A) with respect to Permitted Acquisitions and other Investments permitted hereunder that are consummated, such fees, costs, charges or expenses (a) are incurred within 120 days following the consummation of such acquisition or Investment and (b) shall not exceed $1,500,000 for any period, and (B) with respect to acquisitions and Investments which are not consummated, the aggregate amount of such fees, costs, charges or expenses added back shall not exceed $750,000 in the aggregate for such period and (2) the amount of extraordinary, nonrecurring or unusual losses (including all fees and expenses relating thereto), charges or expenses, integration costs, transition costs, pre-opening, opening, consolidation and closing costs for facilities or studios, costs and operating

expenses incurred in connection with any strategic initiatives or attributable to the implementation of cost saving initiatives, costs or accruals or reserves incurred in connection with Permitted Acquisitions and whether or not such acquisitions are consummated) whether on, after or prior to the Effective Date, other business optimization expenses (including costs and expenses relating to business optimization programs and new systems design and implementation costs), severance costs and expenses, one-time compensation charges, retention or completion bonuses, executive recruiting costs, consulting fees, restructuring costs and reserves, and curtailments or modifications to pension and postretirement employee benefit plans; provided, that the amounts added to Consolidated EBITDA pursuant to this clause (vi)(2) shall not exceed the lesser of 17.5% of Consolidated EBITDA and $11,000,000 for such period; and provided further, that amounts added to Consolidated EBITDA pursuant to this clause (vi) (other than pursuant to clause (vi)(1)) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (iii) and clause (vii) shall not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter; plus

(vii) the amount of "run-rate" cost savings, cost synergies and operating expense reductions related to restructurings, or cost savings initiatives that are projected by the Administrative Borrower in good faith to result from Permitted Acquisitions and Investments permitted hereunder with respect to which all actions have been taken and factual support has been provided to Lenders, in each case, during the 12 month period following such Permitted Acquisition or Investment (provided that in each case, such cost savings, cost synergies or operating expense reductions shall be certified by management of the Administrative Borrower and calculated on a pro forma basis as though such cost savings, cost synergies or operating expense reductions had been realized on the first day of such period), net of the amount of actual benefits realized from such actions during such period (it is understood and agreed that "run-rate" means the full recurring benefit that is associated with any action taken (which adjustments shall exclude the annualization of any studio royalties); provided that such cost savings, cost synergies and operating expenses are reasonably identifiable and factually supportable; and provided further that the amounts added to Consolidated EBITDA pursuant to this clause shall not exceed the lesser of 7.5% of Consolidated EBITDA and $4,000,000 for such period; and provided further, that amounts added to Consolidated EBITDA pursuant to this clause (vii) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (iii) and clause (vi) (other than pursuant to clause (vi)(1)) shall not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter; plus

(viii) any non-cash costs or expense incurred by the Parent or a Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement; plus

(ix) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (b) below for any previous period and not added back; plus

(x) Consolidated Interest Expense for such period; plus

(xi) to the extent covered by insurance and actually reimbursed in cash, expenses with respect to liability or casualty events; plus

(xii) any proceeds of a business interruption insurance claim actually received in cash and solely to the extent replacing lost profits; plus

(xiii) any losses or start-up costs or expenses (excluding marketing costs and expenses funded or reasonably and in good faith expected to be funded with amounts contributed by franchisees in to marketing funds) incurred and reducing Consolidated Net Income for such period; provided that with respect to any test period, such amounts (A) be solely and directly attributable to any brand acquired by the Parent or any other Loan Party during the trailing twelve month period following the acquisition of such brand, (B) shall not exceed an amount equal to (i) $2,000,000 in the aggregate for any period ending after December 31, 2019 but on or prior to March 31, 2020, (ii) $1,000,000 in the aggregate for any period ending after March 31, 2020 but on or prior to June 30, 2020 and (iii) $0 in the aggregate for any period ending after June 30, 2020 and (C) be supported by documentation to the satisfaction of the Administrative Agent; plus

(xiv) solely to the extent not duplicative of amounts added back pursuant to clauses (i) through (xiii) above, addbacks identified in the RSM quality of earnings report dated February 27, 2020; plus

(xv) non-recurring Pure Barre Studio refresh expenses in an aggregate amount not to exceed $15,000,000; plus

(xvi) non-cash losses related to the fair value accounting of contingent liabilities including earn-outs; plus

(xvii) marketing expenses in an aggregate amount not to exceed (i) $1,750,000 for the period ending on March 31, 2020, (ii) $1,500,000 for the period ending on June 30, 2020, (iii) $1,000,000 for the period ending on September 30, 2020, and (iv) $0 for any period ending thereafter; plus

(xviii) non-recurring costs and expenses in connection with Studio Support for any period ending on or after June 30, 2020 until the period ending September 30, 2021, in an aggregate amount not to exceed $4,000,000; plus

(xix) non-recurring legal fees related to AKT seller mediation and/or litigation in an aggregate amount not to exceed $750,000;

(b) decreased (without duplication) by the following, in each case to the extent included in determining Consolidated Net Income for such period:

(i) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding anynon-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period; plus

(ii) any non-cash gains with respect to cash actually received in a prior period unless such cash did not increase Consolidated EBITDA in such prior period; plus

(iii) extraordinary gains and unusual ornon-recurring gains (less all fees and expenses relating thereto); plus

(iv) non-cash gains related to the fair value accounting of contingent liabilities including earn-outs;

(v) in each case to the extent included in determining such Consolidated Net Income for such period and without duplication, the amount of positive Consolidated EBITDA of Subsidiaries that have not guaranteed the Obligations hereunder and provided Liens on their assets securing the Obligations for such period;

(c) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of FASB Accounting Standards Codification 460, Guarantees.

For purposes of determining compliance with any financial test or ratio hereunder, Consolidated EBITDA (computed in accordance with the terms of this definition) of any Subsidiary acquired in a Permitted Acquisition by the Parent or any of its Subsidiaries during such period shall be included in determining Consolidated EBITDA of the Parent and its Subsidiaries for any period as if such Subsidiary was acquired at the beginning of such period. Notwithstanding the foregoing, the amount added to Consolidated EBITDA pursuant to clauses (a)(iii), (a)(vi) (other than pursuant to clause (a)(vi)(1)), (a)(vii) and (a)(xiii) may in the aggregate not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter.

Notwithstanding the foregoing, for each of the periods set forth below, Consolidated EBITDA shall be the amount set forth opposite such period:

APPLICABLE PERIOD	CONSOLIDATED EBITDA
Fiscal Quarter ended March 31, 2019	$ 17,129,000
Fiscal Quarter ended June 30, 2019	$ 14,284,000
Fiscal Quarter ended September 30, 2019	$ 15,085,000
Fiscal Quarter ended December 31, 2019	$ 15,280,000

Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, neither the incurrence of any CARES Act Indebtedness nor any payment or forgiveness of all or any portion of any CARES Act Indebtedness shall result in any increase to Consolidated EBITDA for any period.

"Consolidated Funded Indebtedness" means, with respect to any Person at any date and without duplication, all Indebtedness of such Person of the type described in clauses (a), (c), (e), (f) and (i) (to the extent (x) guaranteeing Indebtedness of the type described in clause (a), (c), (e) or (f) of the definition of Indebtedness or (y) consisting of Indebtedness with respect to earn- outs or other deferred payments in respect of Acquisitions consummated prior to the Effective Date and listed on Schedule 1.01(B)) of the definition of Indebtedness, determined on a consolidated basis in accordance with GAAP, including, in any event, but without duplication, with respect to Parent and its Subsidiaries, the Loans and the amount of their Capitalized Lease Obligations.

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; provided, however, that the following shall be excluded (without duplication): (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary, (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation, and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries. On any date of determination, (a) at any time prior to ~~September~~June 30, ~~2021~~2022 , the Consolidated Net Income will be measured on a Modified Cash Basis and (b) at any time on or after ~~September~~June 30, ~~2021~~2022 , the Consolidated Net Income will be measured on a GAAP accrual basis.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates (other than the Loan Parties) of such Person, debt extinguishment costs, lender and agency fees and other loan servicing fees, Unused Line Fee, write-downs of deferred financing costs and original issue discount, commissions and fees with respect to letters of credit,

imputed interest on Capitalized Leases and similar items), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or- pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any indemnities on product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith. All existing Contingent Obligations constituting earn- outs or other deferred payments in respect of Acquisitions consummated prior to the Effective Date are listed on Schedule 1.01(B).

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"DDTL Commitment Expiration Date" means the earliest to occur of (a) the date on which the Delayed Draw Term Loan Commitments have been fully drawn, (b) June 28, 2020,

(c) the date on which the Delayed Draw Term Loan Commitments are terminated and permanently reduced to zero in accordance with Section 2.05(a)(iii) and (d) the date of the acceleration of the Loans in accordance with the terms of this Agreement.

"DDTL Unused Commitment Fee" has the meaning specified therefor in Section 2.06(c).

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Defaulting Lender" means any Lender that (i) has failed to fund any portion of the Loans required to be funded by it hereunder within one Business Day of the date required to be funded by it hereunder and has not cured such failure prior to the date of determination, (ii) has otherwise failed to pay over to any Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, and has not cured such failure prior to the date of determination, or (iii) has been deemed insolvent or become the subject of an Insolvency Proceeding.

"Delayed Draw Term Loan" means, collectively, the loans made by the Delayed Draw Term Loan Lenders to the Borrowers pursuant to Section 2.01(a)(iii).

"Delayed Draw Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make a Delayed Draw Term Loan to the Borrower in the amount set forth under the heading 'Delayed Draw Term Loan' in Schedule 1.01(A) hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Delayed Draw Term Loan Lender" means a Lender with a Delayed Draw Term Loan Commitment or a Delayed Draw Term Loan.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells, assigns, transfers or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person, excluding any sales of Inventory in the ordinary course of business on ordinary business terms.

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the date which is 91 days after the Final Maturity Date, (b) is convertible into or exchangeable for (i) debt securities or (ii) any Equity Interests referred to

in clause (a) above, in each case at any time prior to the date which is 91 days after the Final Maturity Date, (c) contains any repurchase obligation that may come into effect either (i) prior to payment in full of all Obligations (other than unasserted contingent indemnification Obligations) or (ii) prior to the date that is 91 days after the Final Maturity Date or (d) provides for scheduled payments or the payment of cash dividends or distributions prior to the date that is 91 days after the Final Maturity Date; provided, however, that any Equity Interests that would not constitute Disqualified Equity Interests but for provisions thereof giving holders thereof (or the holders of any security into or for which such Equity Interests is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Equity Interests upon the occurrence of a Change of Control or a Disposition occurring prior to the date which is 91 days after the Final Maturity Date shall not constitute Disqualified Equity Interests if such Equity Interests provide that the issuer thereof will not redeem any such Equity Interests pursuant to such provisions prior to the date which is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary incorporated or organized under the laws of the United States of America, any state thereof or the District of Columbia.

"Effective Date" means February 28, 2020, the first date on which each of the conditions precedent set forth inSection 5.01 shall have been satisfied (or waived) in a manner reasonably satisfactory to the Agents.

"Effectiveness Date" means the date indicated in a document or agreement to be the date on which such document or agreement becomes effective, or, if there is no such indication, the date of execution of such document or agreement.

"Eligible Contract Participant" means an "eligible contract participant" as defined in the CEA and regulations thereunder.

"Eligibility Date" means, with respect to each Borrower and Guarantor and each Swap, the date on which this Agreement or any other Loan Document becomes effective with respect to such Swap (for the avoidance of doubt, the Eligibility Date shall be the Effectiveness Date of such Swap if this Agreement or any other Loan Document is then in effect with respect to such Borrower or Guarantor, and otherwise it shall be the Effectiveness Date of this Agreement and/or such other Loan Document(s) to which such Borrower or Guarantor is a party).

"Eligible Transferee" means (a) a Lender or any Affiliate of a Lender or a Related Fund, (b) a commercial bank organized under the laws of the United States, or any state thereof, and having total assets or net worth in excess of $100,000,000, (c) a commercial bank organized under the laws of any other country which is a member of the Organization for Economic Cooperation and Development or a political subdivision of any such country and which has total assets or net worth in excess of $100,000,000, provided that such bank is acting through a branch or agency located in the United States, (d) a finance company, insurance company, or other financial institution or fund (other than an Affiliated Lender) that is engaged in making, purchasing, or otherwise investing in commercial loans in the ordinary course of its business and

having (together with its Affiliates) total assets or net worth in excess of $100,000,000, and (e) any Affiliated Lender. No natural person (or any entity organized for the benefit of a natural person) shall be an Eligible Transferee.

"Employee Plan" means an employee benefit plan (other than a Multiemployer Plan) covered by Title IV of ERISA and maintained (or that was maintained at any time during the 6 calendar years preceding the date of any borrowing hereunder) for employees of any Loan Party or any of its ERISA Affiliates.

"Environmental Actions" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other written communication from any Person or Governmental Authority to any Loan Party or any of its Subsidiaries involving violations of Environmental Laws or Releases of Hazardous Materials (a) from any assets, properties or businesses owned or operated by any Loan Party or any of its Subsidiaries or any predecessor in interest; (b) from adjoining properties or businesses; or (c) onto any facilities which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries or any predecessor in interest.

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as such laws may be amended or otherwise modified from time to time, and any other Requirement of Law, permit, license or other binding determination of any Governmental Authority imposing liability or establishing standards of conduct for protection of the environment or other binding government restrictions relating to the protection of the environment or the Release, deposit or migration of any Hazardous Materials into the environment.

"Environmental Liabilities and Costs" means all liabilities, monetary obligations, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigations and feasibility studies), fines, penalties, sanctions and interest which relate to any environmental condition on or a Release of Hazardous Materials from or onto (i) any property presently or formerly owned by any Loan Party or any of its Subsidiaries or (ii) any facility which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities and Costs.

"Equity Interest" means (a) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, and (b) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Parent of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" within the meaning of Sections 414(b), (c), (m) and (o) of the Internal Revenue Code.

"Event of Default" means any of the events set forth in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated EBITDA of such Person and its Subsidiaries for such period, less (b) the sum of (without duplication):

(i) all cash principal payments made pursuant to Sections 2.03(b) and 2.05(c)(v) and (vii) and all cash principal payments on other Indebtedness (other than the Loans) of such Person or any of its Subsidiaries during such period to the extent such other Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement (but, in the case of revolving loans, only to the extent that the revolving loan commitment in respect thereof is permanently reduced by the amount of such payments),

(ii) all Consolidated Net Interest Expense to the extent paid or payable in cash during such period,

(iii) all payments paid in cash during such period on account of Capital Expenditures and Permitted Acquisitions by such Person and its Subsidiaries to the extent permitted to be made under this Agreement (excluding Capital Expenditures and Permitted Acquisitions to the extent financed through the incurrence of Indebtedness or through the issuance of Equity Interests),

(iv) all scheduled loan servicing fees and other similar fees in respect of Indebtedness of such Person or any of its Subsidiaries paid in cash during such period,

(v) income taxes paid in cash or payable by such Person and its Subsidiaries for such period and any Tax Distributions,

(vi) the aggregate amount paid by the Loan Parties and their Subsidiaries in cash during such period on account of Permitted Acquisitions (excluding the portion of such payments financed through the incurrence of Indebtedness or through the issuance of Equity Interests),

(vii) the excess, if any, of Working Capital at the end of such period minus Working Capital at the beginning of such period (or minus the excess, if any, of Working Capital at the beginning of such period minus Working Capital at the end of such period),

(viii) amounts on account of reserves or accruals established in purchase accounting,

(ix) the amount of Restricted Payments paid in cash pursuant to Section 7.02(h) during such period,

(x) Permitted Management Fees paid during such period to the extent permitted under Section 7.02(h), and

(xi) [Intentionally Omitted];

(xii) any Investments made in accordance with the terms of this Agreement, in each case except to the extent financed with the proceeds of long-term Indebtedness (other than Revolving Loans); and

(xiii) all other cash items added back to calculate Consolidated EBITDA during such period.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Accounts" means any Petty Cash Account and any other deposit account used for (a) funding payroll or segregating payroll taxes or funding other employee wage or benefit payments, (b) segregating 401(k) contributions or contributions to an employee stock purchase plan or (c) funding other employee health and benefit plans.

"Excluded Hedge Liability or Liabilities" means, with respect to each Borrower and Guarantor, each of its Swap Obligations if, and only to the extent that, all or any portion of this Agreement or any Other Document that relates to such Swap Obligation is or becomes illegal under the CEA, or any rule, regulation or order of the CFTC, solely by virtue of such Borrower's and/or Guarantor's failure to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap. Notwithstanding anything to the contrary contained in the foregoing or in any other provision of this Agreement or any Other Document, the foregoing is subject to the following provisos: (a) if a Swap Obligation arises under a master agreement governing more than one Swap, this definition shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guaranty or security interest is or becomes illegal under the CEA, or any rule, regulations or order of the CFTC, solely as a result of the failure by such Borrower or Guarantor for any reason to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap; (b) if a guarantee of a Swap Obligation would cause such obligation to be an Excluded Hedge Liability but the grant of a security interest would not cause such obligation to be an Excluded Hedge Liability, such Swap Obligation shall constitute an Excluded Hedge Liability for purposes of the guaranty but not for purposes of the grant of the security interest; and (c) if there is more than one Borrower or Guarantor executing this Agreement or the Other Documents and a Swap Obligation would be an Excluded Hedge Liability with respect to one or more of such Persons, but not all of them, the definition of Excluded Hedge Liability or Liabilities with respect to each such

Person shall only be deemed applicable to (i) the particular Swap Obligations that constitute Excluded Hedge Liabilities with respect to such Person, and (ii) the particular Person with respect to which such Swap Obligations constitute Excluded Hedge Liabilities.

"Excluded Subsidiary" means (a) any Immaterial Subsidiary, (b) any Non-Wholly Owned Subsidiary, (c) any Subsidiary that is prohibited or restricted by law, rule or regulation or by any contractual obligation from providing a guarantee or that would require a governmental (including regulatory) or third party consent, approval, license or authorization in order to provide such guarantee (including under any financial assistance, corporate benefit, thin capitalization, capital maintenance, liquidity maintenance or similar legal principles), it being understood that the Parent and its Subsidiaries shall have no obligation to obtain any such consent, approval, license or authorization, (d) any Foreign Subsidiary and (e) any other Subsidiary designated as such by the Administrative Agent in writing at the request of the Administrative Borrower, such designation to be granted in the reasonable discretion of the Administrative Agent.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profit Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.08, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Sections 2.08(d) or (e) and (d) any withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Agent" means Monroe Capital Management Advisors, LLC.

"Existing Credit Facility" means that certain Second Amended and Restated Credit Agreement, dated as of October 25, 2018 (as amended, restated, supplemented or otherwise modified prior to the Effective Date), by and among the Administrative Borrower, St. Gregory Holdco, LLC, the other Loan Parties signatories thereto, the Existing Lenders and the Existing Agent, together with all other documents and instruments relating thereto.

"Existing Lenders" means the lenders party to the Existing Credit Facility.

"Extraordinary Receipts" means any cash received by Parent or any of its Subsidiaries in connection with the following: (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance and insurance claim refunds (excluding (i)

insurance proceeds received which are owed to a third party (including legal, accounting and other professional and transaction fees arising from events giving rise to such proceeds) that is not an Affiliate of Parent or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into by the Loan Parties or their Subsidiaries from time to time in the ordinary course of business, (ii) so long as no Event of Default has occurred and is continuing, business interruption insurance proceeds (if any) and (iii) insurance proceeds received by the Parent or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (excluding, any portion thereof that represents out-of- pocket expenses by such Person), (e) condemnation awards (and payments in lieu thereof) (excluding any portion thereof that represents out-of-pocket expenses by such Person) and (f) indemnity payments to the extent the amount received is not required to be remitted to any other Person (other than any Affiliate of Parent or any of its Subsidiaries) and to the extent such proceeds exceed the loss, damages, fees, costs and expenses incurred by or actual remediation and replacement costs of the applicable Loan Party or Subsidiary in connection with any such matter.

"Facility" means a parcel of real property owned in fee simple and described on Schedule 6.01(o), including, without limitation, the land on which such facility or office is located, all buildings and other improvements thereon, all fixtures located at or used in connection with such facility or office, all whether now or hereafter existing.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code, any intergovernmental agreement entered into in connection with the foregoing and any legislation, regulations or official rules or practices adopted pursuant to any such intergovernmental agreement.

"FCPA" has the meaning specified therefor in Section 6.01(jj).

"Federal Funds Effective Rate" for any day shall mean the rate per annum (based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1%) announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank (or any successor) in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the "Federal Funds Effective Rate" as of the date of this Agreement; provided, if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the "Federal Funds Effective Rate" for such day shall be the Federal Funds Effective Rate for the last day on which such rate was announced.

"Fee Letter" means the fee letter, dated as of the Effective Date, among the Borrowers and the Collateral Agent

"Final Maturity Date" means the earliest of (i) February 28, 2025, (ii) the date on which all Loans shall become due and payable in accordance with the terms of this Agreement, and (iii) the payment in full of all Obligations (other than contingent indemnification obligations as to which no claim has been made) and the termination of all Commitments.

"Financial Statements" means (a) the audited consolidated balance sheet of the Parent and its Subsidiaries for the Fiscal Year ended December 31, 2018, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (b) the unaudited consolidated balance sheet of the Parent and its Subsidiaries for the thirteen months ended January 31, 2020, and the related consolidated statement of operations, shareholder's equity and cash flows for the thirteen months then ended.

"First Amendment" means the First Amendment to Financing Agreement, dated as of August [4], 2020, among the Loan Parties, the Lenders and the Agents.

"First Amendment Effective Date" has the meaning specified therefor in Section 3 of the First Amendment.

"Fiscal Year" means the fiscal year of the Parent and its Subsidiaries ending on December 31 of each year.

"Flow of Funds Agreement" means a Flow of Funds Agreement, in form and substance reasonably satisfactory to the Collateral Agent, by and among the Loan Parties, the Agents, the Lenders and the other Persons party thereto, and the funds flow memorandum attached thereto describing the sources and uses of all cash payments in connection with the Transactions.

"Foreign Subsidiary" means any Subsidiary of the Parent that is not a Domestic Subsidiary.

"Franchise" means a franchise or licensing arrangement subject to a Franchise Agreement for the operation of a Franchised Location.

"Franchise Agreements" means any franchise agreements whether now existing or hereafter entered into by the Parent or any of its Subsidiaries and related to the franchising of the business of operating a Franchised Location, and all other agreements with any Franchisee, sub-franchisee or similar Person to which any Loan Party is a party, in each case, related to the franchising of the business of operating a Franchised Location, all as amended or modified from time to time.

"Franchise Collections" mean those collections of the Parent and its Subsidiaries derived from any Accounts Receivable, however evidenced, constituting payment obligations, revenue, profits, income, royalties, finder's fees, and deferred sales fees payable to an obligor pursuant to the terms of any Franchise Agreements.

"Franchised Location" means a health and wellness facility owned and operated by a Loan Party or a Franchisee.

"Franchisee" means any franchisee under a Franchise Agreement.

"Funding Losses" has the meaning specified therefor in Section 2.09(e).

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purposes of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the Financial Statements, provided, further, that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of the financial covenant contained in Section 7.03 hereof, the Collateral Agent and the Administrative Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrowers after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the financial covenant set forth in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred; provided that neither any Agent nor any Lender shall be entitled to receive any fees (other than reimbursement of their reasonable out-of-pocket expenses (including reasonable legal fees) pursuant to Section 12.04 hereof) in connection with such amendments.

"General Atlantic Investment" means receipt by the Parent of proceeds of a direct or indirect cash equity investment by General Atlantic LLC in an amount equal to no less than $80,000,000; provided, that all material terms and provisions of such investment shall be in form and substance reasonably satisfactory to the Agents.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture agreement, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization.

"Governmental Authority" means any nation or government, any Federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity acting within its legal authority and exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including, without limitation, the SEC.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict or award issued, made, rendered or entered by or with any Governmental Authority.

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" has the meaning specified therefor in the preamble hereto, it being understood and agreed that no Excluded Subsidiaries of the Parent shall be Guarantors.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in ARTICLE XI hereof ~~and~~, (b) the Sponsor Guaranty, and (c) each other guaranty, in form and substance reasonably satisfactory to the Collateral Agent, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means (a) any element, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, special waste, or solid waste under Environmental Laws; (b) any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined in or regulated as such by any Environmental Law and which is present in the environment in such quantity or state that it contravenes any Environmental Law; (c) petroleum and its refined products; (d) polychlorinated biphenyls; (e) any substance exhibiting a hazardous waste characteristic, including, without limitation, corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and (f) any raw materials, building components (including, without limitation, asbestos-containing materials) and manufactured products containing hazardous substances listed or classified as such under Environmental Laws.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor, adjustable strike cap, adjustable strike corridor, cross-currency swap or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements, and (without limiting the generality of any of the foregoing) specifically including any foreign exchange transaction, including spot and forward foreign currency purchases and sales, listed or over-the-counter options on foreign currencies, non- deliverable forwards and options, foreign currency swap agreements, and currency exchange rate price hedging arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(b).

"Immaterial Subsidiary" means any Subsidiary or group of Subsidiaries identified in writing to the Agents that does not account for, on an aggregate basis, greater than 2.0% of the assets or greater than 2.0% of the revenues of the Parent and its Subsidiaries on a consolidated basis.

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables and accrued expenses or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days (180 days if a *bona fide* dispute exists in respect of such trade payable so long as adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP) after the date such payable was created); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property, (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities other than obligations and liabilities that are cash collateralized on terms reasonably satisfactory to the Agents; (g) all net obligations and liabilities, calculated on a basis reasonably satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness, provided, however that if recourse in respect of any Indebtedness of the foregoing is limited to specific assets, then such Indebtedness shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the fair market value of the asset encumbered thereby as determined by such Person in good faith; provided further, that Indebtedness shall not include (i) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy warranties or other unperformed obligations of the seller of such asset, (ii) endorsements of checks or drafts arising in the ordinary course of business, (iii) preferred Equity Interests to the extent not constituting Disqualified Equity Interests, (iv) any earnout or similar purchase price obligation until such obligation becomes due and payable and required to be reflected on the balance sheet of such Person in accordance with GAAP, and (v) deferred fees and expenses payable under the Management Agreement. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer, so long as, in the case of a joint venture, such Indebtedness is recourse to any Loan Party. For the avoidance of doubt, "Indebtedness" shall exclude operating leases.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Ineligible Institutions" means (a) a Competitor, (b) those other entities designated in writing by the Administrative Borrower, delivered to the Collateral Agent and agreed to by the Collateral Agent or (c) in the case of clauses (a) and (b), any of their respective Affiliates that are (i) readily identifiable as Affiliates on the basis of their name or (ii) identified by name by the Administrative Borrower to the Collateral Agent in writing from time to time.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by the Loan Parties in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.

"Initial Term Loan" means, collectively, the loans made by the Initial Term Loan Lenders to the Borrowers on the Effective Date pursuant to Section 2.01(a)(ii).

"Initial Term Loan Commitment" means, with respect to each Initial Term Loan Lender, the commitment of such Lender to make the Initial Term Loan on the Effective Date to the Borrowers in the amount set forth under the heading "Initial Term Loan" in Schedule 1.01(A) hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement

"Initial Term Loan Lender" means a Lender with an Initial Term Loan Commitment or an Initial Term Loan.

"Interest Period" means, with respect to each LIBOR Rate Loan, a period commencing on the date of the making of such LIBOR Rate Loan (or the continuation of a LIBOR Rate Loan or the conversion of a Reference Rate Loan to a LIBOR Rate Loan) and ending 1, 2 or 3 months thereafter as selected by the Administrative Borrower; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the LIBOR Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is 1, 2 or 3 months after the date on which the Interest Period began, as applicable, and (e) the Administrative Borrower may not select an Interest Period which will end after the Final Maturity Date.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended (or any successor statute thereto) and the regulations thereunder.

"Inventory" means, with respect to any Person, all goods and merchandise of such Person, including, without limitation, all raw materials, work-in-process, packaging, supplies, materials and finished goods of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired.

"Investment" has the meaning specified therefor in Section 7.02(e); provided that the amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, less all returns of principal and other cash returns therefor.

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Domestic Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Landlord Waivers" has the meaning specified therefor in Section 7.01(m).

"Lease" means any lease of real property to which any Loan Party or any of its Subsidiaries is a party as lessor or lessee.

"Lender" has the meaning specified therefor in the preamble hereto.

"LIBOR" means, with respect to any LIBOR Rate Loan for any Interest Period, the London interbank offered rate as calculated by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) and obtained through a nationally recognized service such as the Dow Jones Market Service (Telerate) or Reuters (or on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the "Screen Rate"), or a comparable or successor rate that has been approved by the Administrative Agent, at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided, that, if the Screen Rate shall not be available at such time for such Interest Period (an "Impacted Interest Period") with respect to Dollars, then LIBOR shall be the Interpolated Rate at such time. "Interpolated Rate" means, at any time, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available in Dollars) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for Dollars) that exceeds the Impacted Interest Period, in each case, at such time.

"LIBOR Notice" means a written notice substantially in the form of Exhibit C.

"LIBOR Option" has the meaning specified therefor in Section 2.07(a).

"LIBOR Rate" means, for each Interest Period for each LIBOR Rate Loan, the greater of (a) the rate per annum determined by the Administrative Agent (rounded upwards if necessary, to the next 1/100%) by dividing (i) LIBOR for such Interest Period by (ii) 100% minus the Reserve Percentage and (b) 1.375% in the case of Term Loans and 1.375% in the case of Revolving Loans. The LIBOR Rate shall be adjusted on and as of the effective day of any change in the Reserve Percentage. If, at any time, the supervisor for the administrator of the offered rates referenced in the definition of LIBOR Rate or a Governmental Authority has made a public statement identifying a specific date after which the offered rates referenced in the definition of LIBOR Rate shall no longer be used for determining interest rates for loans (an "Alternative Interest Rate Election Event"), then the Administrative Agent and the Administrative Borrower shall endeavor to establish an alternate rate of interest to the LIBOR Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable. To the extent an alternate rate of interest is adopted as contemplated hereby, the approved rate shall be applied in a manner consistent with prevailing market convention; provided that, to the extent such prevailing market convention is not administratively feasible for the Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent and the Administrative Borrower. From such time as an Alternative Interest Rate Election Event has occurred and is continuing until an alternate rate of interest has been determined in accordance with the terms and conditions of this paragraph, if any Notice of Borrowing requests a LIBOR Rate Loan, such Loan shall be made as a Base Rate Loan; provided that this sentence shall apply during such period only if the offered rate referenced in the definition of LIBOR Rate for such Interest Period is not available or published at such time on a current basis. Notwithstanding anything contained herein to the contrary, if such alternate rate of interest as determined in this paragraph is determined to be less than 1.375% per annum for Term Loans or 1.375% per annum for Revolving Loans, such rate shall be deemed to be 1.375% per annum for the purposes of this Agreement for Term Loans and 1.375% for the purposes of this Agreement for Revolving Loans.

"LIBOR Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the LIBOR Rate.

"Lien" means any mortgage, deed of trust, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security, but not including the interest of a lessor under a lease that is an operating lease.

"Loan" means the Term Loans or any Revolving Loan made by an Agent or a Lender to the Borrowers pursuant toARTICLE II hereof.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrowers, in which the Borrowers will be charged with all Loans made to, and all other Obligations incurred by, the Borrowers.

"Loan Document" means this Agreement, the Fee Letter, any Guaranty, any Joinder Agreement, any Mortgage, any Security Agreement, the Sponsor Guaranty, the Flow of Funds Agreement, the Intercompany Subordination Agreement, any Perfection Certificate, any collateral access agreement, any landlord subordination or waiver agreement, any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation.

"Loan Party" means any Borrower and any Guarantor.

"Management Agreement" means that certain Management Services Agreement, dated as of September 29, 2017, by and among TPG Growth III Management, LLC and H&W Investco Management LLC.

"Material Adverse Effect" means a material adverse effect on any of (a) the operations, business, assets, properties or financial condition of the Loan Parties taken as a whole, (b) the ability of the Loan Parties taken as a whole to perform any of their payment or reporting obligations under any Loan Document to which it is a party, (c) the legality, validity or enforceability against any Loan Party of this Agreement or any other material Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien (other than the Collateral Agent's Lien on any Collateral the perfection of which is not required under the Loan Documents) in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any of the Collateral having a fair market value in excess of $2,000,000 (except to the extent resulting from any actions or inactions on the part of the Agents based upon timely receipt of information regarding the Loan Parties as required by this Agreement).

"Material Contract" means, with respect to any Person, (a) each contract or agreement to which that Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by that Person or that Subsidiary of $500,000 or more in any Fiscal Year; and (b) all other contracts or agreements as to which the breach, nonperformance, cancellation, or failure to renew (without contemporaneous replacement of substantially equivalent value) by any party could reasonably be expected to have a Material Adverse Effect.

"Material Real Estate Asset" means any individual real property owned in fee- simple, and the improvements thereto, located in the United States of America and having a fair market value (as determined by the Borrower in good faith after taking into account any liabilities with respect thereto that impact such fair market value) in excess of $500,000.

"Modified Cash Basis" means financial reporting on a GAAP accrual basis, except franchise territory sales and equipment sales will be recorded on a cash basis.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage, deed of trust or deed to secure debt, in form and substance reasonably acceptable to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent pursuant to Section 7.01(b), (o), (s) or otherwise.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding 6 years.

"Net Cash Proceeds" means, (a) with respect to any Disposition by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration but only as and when received) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (i) the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection with such Disposition (other than Indebtedness under this Agreement), (ii) reasonable expenses, attorneys' fees, accountants' fees, investment banking fees and other fees related thereto incurred by such Person or such Subsidiary in connection therewith, (iii) transfer taxes paid or reasonably estimated to be payable to any taxing authorities by such Person or such Subsidiary in connection therewith, and (iv) net income taxes to be paid or reasonably estimated to be payable in connection with such Disposition (after taking into account any tax credits or deductions and any tax sharing arrangements) or any Tax Distributions and (b) with respect to the issuance or incurrence of any Indebtedness by any Person or any of its Subsidiaries, or an Equity Issuance, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary in connection therewith, after deducting therefrom only (i) reasonable expenses, attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other reasonable and customary fees and expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (ii) transfer taxes paid or reasonably estimated to be payable by such Person or such Subsidiary in connection therewith and (iii) net income taxes to be paid or reasonably estimated to be payable in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements) or any Tax Distributions; in each case of clause (a) and (b) to the extent, but only to the extent, that the amounts so deducted are (x) actually paid or payable to a Person that, except in the case of reasonable out-of-pocket expenses and tax payment, is not an Affiliate of such Person or any of its Subsidiaries and (y) properly attributable to such transaction or to the asset that is the subject thereof. Notwithstanding any of the foregoing, Net Cash Proceeds shall not include (A) the Net Cash Proceeds owed by a Loan Party to any third- party Person in which such Person has a joint equity interest in a Subsidiary of such Loan Party, (B) in the case of any Disposition or casualty event by a Non-Wholly Owned Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (B)) attributable to minority interests and not available for distribution to or for the account of the Borrower or any wholly-owned Subsidiary as a result thereof, (C) the amount of any reasonable reserve established in accordance with GAAP against any adjustment to the sale price or any liabilities (other than any taxes deducted pursuant to clauses (ii) or (iii) above) (1) related to any of the applicable assets and (2) retained by the Borrower or any of its Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such Disposition or casualty event occurring on the date of such reduction) and (D) any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or

adjustments to the purchase price associated with any such sale or disposition (provided that to the extent that any amounts are released from such escrow to a Borrower or a Subsidiary, such amounts net of any related expenses shall constitute Net Cash Proceeds).

"New Lending Office" has the meaning specified therefor in Section 2.08(d).

"New Subsidiary" has the meaning specified therefor in Section 7.01(b)(i).

"Non-U.S. Lender" has the meaning specified therefor in Section 2.08(d).

"Non-Qualifying Party" means any Borrower or any Guarantor that on the Eligibility Date fails for any reason to qualify as an Eligible Contract Participant.

"Non-Wholly Owned Subsidiary" means a Subsidiary of a Person that is not a Wholly-Owned Subsidiary.

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person. Notwithstanding any of the foregoing, Obligations shall not include any Excluded Hedge Liabilities.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" has the meaning specified therefor in Section 2.08(b).

"Parent" has the meaning specified therefor in the preamble hereto.

"Participant Register" has the meaning specified therefor in Section 12.07(g).

"Payment Office" means the Administrative Agent's office located at 875 Third Avenue, New York, New York, 10022 or at such other office or offices of the Administrative Agent in the United States as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Administrative Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Perfection Certificate" means a Perfection Certificate executed by the Administrative Borrower in form and substance reasonably acceptable to the Collateral Agent.

"Permitted Acquisition" means any Acquisition by a Loan Party or any Subsidiary of a Loan Party to the extent that each of the following conditions shall have been satisfied:

(a) the Borrowers shall have furnished to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Agent may reasonably request, including, without limitation, executed counterparts of the respective material agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of the Parent and its Subsidiaries after the consummation of such Acquisition, (iii) historical financial statements relating to the business or Person to be acquired evidencing positive Consolidated EBITDA on a pro forma basis (with such adjustments as the Agents agree to in good faith) for the four fiscal quarter period most recently ended prior to the date the Acquisition, (iv) a certificate of the chief financial officer of the Administrative Borrower, demonstrating on a pro forma basis compliance, as of the most recently ended fiscal quarter period for which financial statements have been or are required to be delivered hereunder, with all financial covenant set forth in Section 7.03 hereof after the consummation of such Acquisition, and (v) copies of such other agreements, instruments or other documents (including, without limitation, the Loan Documents required by Section 7.01(b)) as any Agent may reasonably request; provided, that with respect to an Acquisition in which the consideration is less than $7,500,000 (a "Limited Permitted Acquisition"), so long as the cash purchase price for such Limited Permitted Acquisition, when aggregated with the cash purchase price of all Limited Permitted Acquisitions (including the proposed Limited Permitted Acquisition) in any Fiscal Year does not exceed $15,000,000, the Borrowers shall only be required to furnish to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition, board materials containing material financial information with respect to such Acquisition provided to the Board of Directors of such Loan Party or its Subsidiaries;

(b) the agreements, instruments and other documents in connection with such Acquisition shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the seller or sellers, or other obligation of the seller or sellers (except for Permitted Indebtedness and obligations incurred in the ordinary course of business in operating the property so acquired and necessary and desirable to the continued operation of such property and except for Indebtedness that either (x) is permitted to be incurred pursuant to Section 7.02(c) or (y) the Agents, with the consent of the Required Lenders, otherwise expressly consent to in writing after their review of

the terms of the proposed Acquisition), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(c) any Subsidiary to be acquired or formed as a result of such Acquisition shall be engaged in a similar business (or reasonably related thereto) as the Loan Parties and such Subsidiary will be a directly owned Subsidiary of a Loan Party (it being understood that such Subsidiary may have Foreign Subsidiaries, so long as the principal operations and material assets of the acquired business reside in the United States);

(d) such Acquisition shall be effected in such a manner so that the acquired Equity Interests or assets are owned either by a Loan Party or a directly owned Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party, the continuing or surviving Person shall be such Loan Party or shall become a Loan Party, or Section 7.02(e) shall otherwise be complied with;

(e) any such Subsidiary (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b); and

(f) no Event of Default shall have occurred and be continuing and none shall exist immediately after giving effect thereto; and

(g) the purchase price for such Acquisition shall not exceed $7,500,000, and, when aggregated with the purchase price of all Permitted Acquisitions (including the proposed Acquisition) consummated after the Effective Date, shall not exceed $15,000,000, provided that the portion (if any) of such purchase price funded with (x) Equity Interests of the Administrative Borrower or any parent company or Subsidiary of the Administrative Borrower or (y) the proceeds of equity contributions made by the Sponsor after the Effective Date shall, in each case, be excluded from the purchase price limitations set forth in this clause (g);

(h) after giving pro forma effect to such proposed Acquisition, the Total Leverage Ratio of the Parent and its Subsidiaries for the most recent fiscal quarter for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv) shall not exceed 3.45 to 1.00; and

(i) immediately after giving effect to such Acquisition, Availability shall not be less than $5,000,000.

"Permitted Dispositions" means:

(a) Dispositions of obsolete or worn-out equipment in the ordinary course of business, provided that (i) the Net Cash Proceeds of such Dispositions does not exceed $500,000 in the aggregate in any Fiscal Year and $1,000,000 in the aggregate prior to the Final Maturity Date and (ii) in all cases, are applied in accordance with Section 2.05(c)(v);

(b) Dispositions of assets from any Loan Party or any of its Subsidiaries to any other Loan Party (other than the Parent) or any of its Subsidiaries, provided that, the aggregate amount of all Dispositions by a Loan Party to a Subsidiary of a Loan Party that is not a Loan Party under this clause (b) does not exceed $1,000,000 prior to the Final Maturity Date;

(c) leases or subleases of real property and licenses or sublicenses of intellectual property in the ordinary course of business which do not materially interfere with the business of the Loan Parties and their Subsidiaries in an aggregate amount not to exceed $750,000 during the term of this Agreement;

(d) Dispositions of equipment to the extent that such property is (i) exchanged for fair market value for credit against the purchase price of, or (ii) sold for fair market value in the ordinary course of business for, similar replacement or upgraded property;

(e) Dispositions by the Loan Parties and their Subsidiaries of real property not to exceed $100,000 in the aggregate;

(f) Dispositions (including discounts, cancellation or forgiveness) of Accounts Receivable in connection with compromise, write-down or collection thereof in the ordinary course of business to the extent permitted under this Agreement or in connection with the bankruptcy or reorganization of the applicable Account Debtors and Dispositions of any securities received in any such bankruptcy or reorganization;

(g) (i) the lapse of registered intellectual property of the Loan Parties and their Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of intellectual property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii), such lapse is not materially adverse to the interests of the Secured Parties or the business of any Loan Party or any of its Subsidiaries;

(h) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(i) Dispositions of obsolete, surplus, uneconomical worn out or not useful property in the ordinary course of business;

(j) to the extent constituting a Disposition, the making of Investments permitted by Section 7.02(e) and Restricted Payments permitted by Section 7.02(h) and the granting of Permitted Liens and the issuance of Equity Interests (other than Disqualified Equity Interests);

(k) any surrender, waiver, settlement, compromise, modification or release of contractual rights in the ordinary course of business, or the settlement, release or surrender of tort or other claims of any kind; and

(l) Dispositions of Investments in joint ventures or Non-Wholly Owned Subsidiary to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture or similar parties set forth in joint venture arrangements and/or similar binding arrangements;

(m) Dispositions of Investments permitted by Section 7.02(e)(xx); and

(n) Dispositions by the Borrowers and their Subsidiaries not otherwise permitted under clauses (a) through (m); provided that (i) the aggregate fair market value of all property Disposed of in reliance on this clause (l) (x) in any Fiscal Year shall not exceed $1,000,000 and (y) prior to the Final Maturity Date shall not exceed $2,000,000 and (ii) at least 75% of the purchase price for such asset shall be paid to the applicable Borrower or its Subsidiary in cash.

"Permitted Cure Equity" means Qualified Equity Interests of the Parent.

"Permitted Holder" means the Sponsor, LCAT Franchise Fitness Holdings, General Atlantic LLC and their respective Affiliates and Related Funds.

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents (including any guarantees hereof or thereof);

(b) any other Indebtedness listed on Schedule 7.02(b), and the extension of maturity, refinancing or modification of the terms thereof; provided, however, that (i) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than with respect to fees and expenses incurred for such refinancing, extension or modification) and (ii) no Loan Party or Subsidiary of a Loan Party that was not liable with respect to the Indebtedness prior to its refinancing or modification shall be liable with respect to such Indebtedness after giving effect to its refinancing or modification (a "Permitted Refinancing");

(c) (i) Indebtedness evidenced by Capitalized Lease Obligations listed on Schedule 7.02(c) and (ii) other Capitalized Lease Obligations entered into after the Effective Date in order to finance Capital Expenditures made by the Loan Parties and their Subsidiaries so long as such Indebtedness, when aggregated with the principal amount of all Indebtedness incurred under this clause (c) and clause (d) of this definition, does not exceed $1,000,000 outstanding at any time;

(d) Indebtedness permitted by clause (e)(i) of the definition of "Permitted Lien";

(e) Indebtedness permitted under Section 7.02(e);

(f) Subordinated Indebtedness in the aggregate principal amount at any time outstanding not to exceed $1,500,000 and any Permitted Refinancing thereof;

(g) Indebtedness of the Loan Parties or any of their respective Subsidiaries under any Hedging Agreement so long as such Hedging Agreements are used solely as a part of such Person's normal business operations as a risk management strategy or hedge against changes resulting from market operations and not as a means to speculate for investment purposes on trends and shifts in financial or commodities markets;

(h) Indebtedness in respect of guarantees by a Loan Party in respect of Indebtedness of any other Loan Party or any of its Subsidiaries permitted hereunder;

(i) Indebtedness owed by one Loan Party or any of its Subsidiaries to another Loan Party or any of its Subsidiaries, so long as the making of the loan or other advance by the Loan Party that is acting as the lender is permitted hereunder;

(j) Indebtedness incurred in the ordinary course of business in connection with cash pooling, netting and cash management arrangements consisting of overdrafts or similar arrangements; provided that any such Indebtedness does not consist of Indebtedness for borrowed money and is owed to the financial institutions providing such arrangements and such Indebtedness is extinguished within sixty (60) days;

(k) Indebtedness arising out of the issuance of surety, stay, customs or appeal bonds, letters of credit, bank guarantees and performance bonds and performance and completing guarantees or other similar obligations, in each case incurred in the ordinary course of business in connection with workers' compensation, health, disability or other employee benefits, environmental obligations or property, casualty or liability insurance of Loan Parties and their Subsidiaries and in connection with other surety and performance bonds in the ordinary course of business, and reimbursement obligations in respect of any of the foregoing;

(l) Indebtedness of any of the Loan Parties or any of their respective Subsidiaries thereof consisting of (x) repurchase obligations with respect to Equity Interests of such Person issued to the directors, consultants, managers, officers and employees of any of the Loan Parties or any of their respective Subsidiaries thereof arising upon the death, disability or termination of employment of such director, consultant, manager, officer or employee to the extent such repurchase is permitted under Section 7.02(h) and (y) promissory notes issued by any of the Loan Parties or any of their respective Subsidiaries thereof to directors, consultants, managers, officers and employees (or their spouses or estates) of any of the Loan Parties or any of their respective Subsidiaries thereof to purchase or redeem Equity Interests of such of the Loan Parties or any of their respective Subsidiaries issued to such director, consultant, manager, officer or employee to the extent such purchase or redemption is permitted under Section 7.02(h);

(m) Indebtedness of a Subsidiary acquired after the Effective Date or an entity merged into or consolidated or amalgamated with a Loan Party or any Subsidiary after the Effective Date, and Indebtedness assumed in connection with the acquisition of assets, which Indebtedness exists at the time of such acquisition, merger or consolidation or amalgamation and is not created in contemplation of such event and where such acquisition, merger or consolidation or amalgamation is otherwise permitted under this Agreement;

(n) additional unsecured Indebtedness of the Loan Parties and their Subsidiaries in an aggregate principal amount not to exceed $1,500,000 at any one time outstanding;

(o) Indebtedness in respect of letters of credit issued by third party financial institutions, so long as the maximum aggregate principal amount of such Indebtedness shall not exceed $500,000;

(p) Indebtedness permitted under Section 9.02;

(q) Indebtedness in respect of earn-outs, purchase price adjustments and other similar payment obligations under agreements entered into in connection with Permitted Acquisitions (and not related to any Acquisition consummated prior to the Effective Date);

(r) Indebtedness incurred in respect of credit cards, credit card processing services, debt cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(s) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price,non-compete or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(t) to the extent constituting Indebtedness, deferred compensation to employees of the Loan Parties incurred in the ordinary course of business; ~~and~~

(u) Indebtedness consisting of the financing of insurance premiums to the extent non-recourse (other than to the insurance premiums)~~;~~ and

(v) Cares Act Indebtedness in an aggregate principal amount not to exceed $5,000,000 outstanding at any time.

"Permitted Investments" means Cash Equivalents.

"Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c);

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than forty-five (45) days or which are bonded or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a); provided, that (i) no such Lien shall at any time be extended to cover any additional property not subject thereto on the Effective Date and (ii) the principal amount of the Indebtedness secured by such Liens shall not be extended, renewed, refunded or refinanced unless such extension, renewal, refunding or refinancing is a Permitted Refinancing;

(e) (i) purchase money Liens on equipment or other assets acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure the purchase price of such equipment or other assets or term loan Indebtedness incurred solely for the purpose of financing the acquisition of such equipment or other assets or (ii) Liens existing on

such equipment or other assets at the time of its acquisition; provided, however, that, in case of both clause (i) and (ii) above, (A) no such Lien shall extend to or cover any other property of any Loan Party or any of its Subsidiaries, (B) the principal amount of the Indebtedness secured by any such Lien shall not exceed the lesser of 100% of the fair market value (as calculated at the time of the acquisition of such property) or the cost of the property so held or acquired and (C) the aggregate principal amount of Indebtedness secured by any or all such Liens shall not exceed the principal amount of all Indebtedness incurred under clause (c)(ii) of the definition of Permitted Indebtedness;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due or to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP;

(g) easements, zoning restrictions, survey defects, covenants, conditions, restrictions and similar encumbrances on real property and minor irregularities in the title thereto (and any renewal, replacement, or extension thereof) that do not materially impair the use of such property by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens (and any renewal, replacement, or extension thereof) on real property or equipment securing Indebtedness permitted by subsection (c) of the definition of Permitted Indebtedness;

(i) Liens in the ordinary course of business of a collection bank arising underSection 4-210 of the Uniform Commercial Code on items in the course of collection;

(j) Liens arising by operation of law under Article 2 of the UCC in favor of a reclaiming seller of goods or buyer of goods;

(k) brokers' Liens, bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by any Borrower, Guarantor or Subsidiary thereof (including any restriction on the use of such cash and Cash Equivalents), in each case, granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, including any such Liens or rights of setoff securing amounts owing in the ordinary course of business to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements;

(l) intellectual property licenses, sub-licenses and other similar encumbrances incurred in the ordinary course of business that do not materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of any Borrower, Guarantor or Subsidiary thereof in an aggregate amount not to exceed $750,000;

(m) any exceptions (and any renewal, replacement, or extension thereof) in the Title Insurance Policy for any real property and any other exceptions raised by the title insurer in the title insurance commitment that are omitted from such Title Insurance Policy;

(n) Liens securing judgments for the payment of money not constituting an Event of Default under Section 9.01(k);

(o) any interest or title of a lessor under any lease or sublease entered into by any Loan Party or any of their Subsidiaries as permitted under this Agreement or in the ordinary course of business and any financing statement filed in connection with any such lease or sublease;

(q) Liens on cash collateral securing Indebtedness in respect of letters of credit permitted under clause (o) of the definition of "Permitted Indebtedness";

(r) Liens on assets of the applicable acquired subsidiary securing Indebtedness permitted under clause (m) of the definition of "Permitted Indebtedness";

(s) Liens in respect of interests in joint ventures; and

(t) other Liens (other than Liens securing Indebtedness) outstanding in an aggregate principal amount not to exceed $750,000.

"Permitted Management Fees" means, at any time prior to an initial public offering, so long as (a) no Event of Default has occurred and is continuing and (b) immediately before and after giving effect to such payment, (i) Availability plus Qualified Cash is greater than or equal to, (A) with respect to any such payment made in any fiscal quarter ending on or before December 31, 2022, $7,500,000 and (B) with respect to any such payment made in any fiscal quarter ending after December 31, 2022, $2,000,000 ~~and~~, (ii) the Total Leverage Ratio of the Loan Parties is less than or equal to the then applicable Total Leverage Ratio required under Section 7.03 for the most recent fiscal quarter for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv), and (iii) with respect to any such payment made in any fiscal quarter ending after June 30, 2021, Consolidated EBITDA of the Loan Parties is greater than $37,000,000 for the most recent trailing four fiscal quarter period for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv), all monitoring or consulting fees payable by any Loan Party pursuant to the Management Agreement in an aggregate amount not to exceed ~~in any Fiscal Year $750,000~~(x) $125,000 in any fiscal quarter ending on or before June 30, 2021 and (y) $187,500 in any fiscal quarter ending after June 30, 2021; provided, that any Permitted Management Fees not paid, due to the failure to satisfy the payment conditions set forth in clauses (~~i~~a) and (~~ii~~b) above, shall be deferred and may be paid or distributed when such payment conditions have been satisfied.

"Permitted Refinancing" has the meaning specified therefor in clause (b) of the definition of "Permitted Indebtedness".

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Account" means one or more deposit accounts holding a maximum amount of funds on deposit in all such deposit accounts not to exceed $500,000 in the aggregate.

"Plan" means any Employee Plan or Multiemployer Plan.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus two percent (2.00%).

"Projections" has the meaning set forth in Section 7.01(a)(vii).

"Pro Rata Share" means:

(a) with respect to a Lender's obligation to make Revolving Loans and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Revolving Credit Commitment, by (ii) the Total Revolving Credit Commitment, provided, that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans (including Agent Advances);

(b) with respect to a Lender's obligation to make the Initial Term Loan and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Initial Term Loan Commitment, by (ii) the Total Initial Term Loan Commitment, provided that if the Total Initial Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Initial Term Loan and the denominator shall be the aggregate unpaid principal amount of the Initial Term Loan;

(c) with respect to a Lender's obligation to make a Delayed Draw Term Loan and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Delayed Draw Term Loan Commitment, by (ii) the Total Delayed Draw Term Loan Commitment, provided that if the Total Delayed Draw Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Delayed Draw Term Loan and the denominator shall be the aggregate unpaid principal amount of the Delayed Draw Term Loan;

(d) with respect to all other matters (including, without limitation, the indemnification obligations arising underSection 10.05), the percentage obtained by dividing (i) the sum of such Lender's Revolving Credit Commitment, Delayed Draw Term Loan Commitment and the unpaid principal amount of such Lender's portion of the Term Loans, by (ii) the sum of the Total Revolving Credit Commitment, the Total Delayed Draw Term Loan Commitment and the aggregate unpaid principal amount of the Term Loans, provided, that, if such Lender's Revolving Credit Commitment shall have been reduced to zero, such Lender's Revolving Credit Commitment

shall be deemed to be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Agent Advances) and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of all Revolving Loans (including Agent Advances),

provided, that in the case of (a) and (b) above, the portion of Revolving Loans or the Term Loan held or deemed held by any Affiliated Lender, in each case, shall be excluded for the purposes of making a determination of Pro Rata Share to the extent such term is used to determine any voting rights of the Lenders.

"Public Company Costs" means charges, expenses and costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and charges, expenses and costs in anticipation of, or preparation for, compliance with the provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange for companies with listed equity or debt securities, including directors' or managers' compensation, fees and expense reimbursement, costs, expenses and charges relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"Qualified Cash" means, as of any date of determination, the amount of unrestricted cash and Cash Equivalents of Parent and its consolidated Subsidiaries held in Cash Management Accounts subject to Account Control Agreements.

"Qualified ECP Loan Party" means each Borrower or Guarantor that on the Eligibility Date is (a) a corporation, partnership, proprietorship, organization, trust, or other entity other than a "commodity pool" as defined in Section 1a(10) of the CEA and CFTC regulations thereunder that has total assets exceeding $10,000,000 or (b) an Eligible Contract Participant that can cause another person to qualify as an Eligible Contract Participant on the Eligibility Date under Section 1a(18)(A)(v)(II) of the CEA by entering into or otherwise providing a "letter of credit or keepwell, support, or other agreement" for purposes of Section 1a(18)(A)(v)(II) of the CEA.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" has the meaning specified therefor in Section 7.01(o).

"Recipient" means (a) the Administrative Agent or (b) any Lender.

"Reference Rate" means, for any day, a rate per annum equal to the highest of (a) 4.75% per annum, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% per annum, (c) the LIBOR Rate (which rate shall be calculated based upon an Interest Period of 1 month and shall be determined on a daily basis) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as

determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(d).

"Registered Loans" has the meaning specified therefor in Section 12.07(d).

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, a fund or account managed by the investment advisor or investment manager of such Person.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Related Party Assignment" has the meaning specified therefor in Section 12.07(b).

"Related Party Register" has the meaning specified therefor in Section 12.07(d).

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in the ambient air, soil, surface or ground water, or property.

"Released Loan Party" has the meaning specified therefor in Section 12.25.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; (c) perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or (d) perform any other actions authorized by 42 U.S.C. § 9601.

"Replacement Lender" has the meaning specified therefor in Section 4.03(a).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Amount" has the meaning specified therefor in Section 2.09(i)(i).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (d) of the definition thereof) aggregate at least 50.1%.

"Requirements of Law" means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case that are applicable to and legally binding upon such Person or any of its property.

"Reserve Percentage" means, on any day, for any Lender, the maximum percentage prescribed by the Board (or any successor Governmental Authority) for determining the reserve requirements (including any basic, supplemental, marginal, or emergency reserves) that are in effect on such date with respect to eurocurrency funding (currently referred to as "Eurocurrency Liabilities") of that Lender, but so long as such Lender is not required or directed under applicable regulations to maintain such reserves, the Reserve Percentage shall be zero.

"Restricted Payment" has the meaning specified therefor in Section 7.02(h).

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrowers in the amount set forth opposite such Lender's name in Schedule 1.01(A) hereto, as such amount may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Revolving Loan" means a loan made by a Lender to the Borrowers pursuant to Section 2.01(a)(i).

"Revolving Loan Lender" means a Lender with a Revolving Credit Commitment.

"Revolving Loan Obligations" means any Obligations with respect to the Revolving Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, or debarred person under any of the U.S. Anti-Money Laundering and Anti-Terrorism Laws.

"SBA" means the U.S. Small Business Administration.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time.

"Securitization" has the meaning specified therefor in Section 12.07(j).

"Security Agreement" means a Pledge and Security Agreement made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably acceptable to the Collateral Agent, securing the Obligations and delivered to the Collateral Agent.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"Small Business Act" means the Small Business Act (15 U.S. Code Chapter 14A – Aid to Small Business).

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person on a going concern basis is not less than the total amount of the liabilities of such Person, (b) the present fair salable value of the assets of such Person on a going concern basis is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

"Sponsor" means Snapdragon Capital Partners LLC and their Controlled Investment Affiliates (but excluding any portfolio company thereof).

"Sponsor Guarantor" has the meaning specified therefor in the preamble to the First Amendment.

"Sponsor Guaranty" means that certain Limited Guaranty in the form attached as Annex B to the First Amendment (or otherwise in a form reasonably acceptable to the Collateral Agent) and dated as of the First Amendment Effective Date, made by the Sponsor Guarantor in favor of the Collateral Agent, for the benefit of the Agents and the Lenders, as such guarantee may be amended, restated, supplemented or modified from time to time on terms and conditions reasonably acceptable to the Collateral Agent.

"Sponsor Guaranty Event of Default" means a "Sponsor Event of Default" as defined in the Sponsor Guaranty.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of S&P Global Inc. and any successor thereto.

"Studio Support" means Investments made by any Loan Party in any franchisee in order to provide additional financial support (in the form of payment of rent or other expenses of such franchisee) and/or additional marketing support (in addition to marketing support with respect to any "Marketing Fund") for a period not to exceed three (3) months after the reopening of such franchisee.

"Subordinated Indebtedness" means Indebtedness (including without limitation, Indebtedness obtained to finance a Permitted Acquisition) of any Loan Party; provided that such Indebtedness (a) has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents by the execution and delivery of a subordination agreement, in form and substance reasonably satisfactory to the Administrative Agent, (b) does not mature prior to the date that is 91 days after the Final Maturity Date, (c) has no scheduled amortization or payments, repurchases or redemptions of principal prior to the date that is 91 days after the Final Maturity Date, and (d) contains covenants that are no more restrictive than those contained herein.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person.

"Swap" means any "swap" as defined in Section 1a(47) of the CEA and regulations thereunder other than (a) a swap entered into on, or subject to the rules of, a board of trade designated as a contract market under Section 5 of the CEA, or (b) a commodity option entered into pursuant to CFTC Regulation 32.3(a).

"Swap Obligation" means any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap.

"Tax Distributions" has the meaning specified therefor in Section 7.02(h)(A).

"Tax Group" has the meaning specified therefor in Section 7.02(h)(A).

"Tax Receivable Agreement" means a customary tax receivable agreement among Xponential Fitness, Inc., Parent and the "Members" party thereto, as such agreement may be amended or otherwise modified from time to time to the extent (solely in the event of amendments

or modifications that are materially adverse to the interests of the Lenders, it being understood that any modification that would increase the obligations of the Parent and its Subsidiaries thereunder by more than 10% would be deemed materially adverse to the interests of the Lenders) approved in writing by the Collateral Agent.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan" and "Term Loans" means, collectively, the Initial Term Loan and the Delayed Draw Term Loans, individually or collectively, as the context requires.

"Term Loan Commitment" means, collectively, the Initial Term Loan Commitment and the Delayed Draw Term Loan Commitment.

"Term Loan Lender" means a Lender with a Term Loan Commitment or a Term Loan.

"Term Loan Obligations" means any Obligations with respect to the Term Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Termination Event" means (a) a Reportable Event with respect to any Employee Plan, (b) any event that causes any Loan Party or any of its ERISA Affiliates to incur liability under Section 515 (other than for payment of timely contributions to one or more Multiemployer Plans), 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 of the Internal Revenue Code, (c) the filing of a notice of intent to terminate an Employee Plan or the treatment of an Employee Plan amendment as a termination under Section 4041 of ERISA, (d) the institution of proceedings by the PBGC to terminate an Employee Plan, or (e) any other event or condition that could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Employee Plan.

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance reasonably satisfactory to the Collateral Agent, together with all reasonable and customary endorsements as the Collateral Agent may reasonably request to the extent the same are available in the applicable jurisdiction at commercially reasonable rates, provided however that (i) in lieu of a zoning endorsement the Collateral Agent shall accept a zoning report from a nationally recognized zoning report provider and (ii) an ALTA 9, Comprehensive Endorsement, shall not be required if not available at a nominal rate, issued by or on behalf of a title insurance company reasonably satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an amount equal to 115% of the fair market value of the Material Real Estate Asset covered thereby, delivered to the Collateral Agent.

"Total Commitment" means the sum of the Total Revolving Credit Commitment and the Total Term Loan Commitment.

"Total Delayed Draw Term Loan Commitment" means the sum of the amounts of the Delayed Draw Term Loan Commitments.

"Total Initial Term Loan Commitment" means the sum of the amounts of the Lenders' Initial Term Loan Commitments.

"Total Leverage Ratio" means, on any date of determination, the ratio of (a) the amount of Consolidated Funded Indebtedness of the Parent and its Subsidiaries on such date to (b) Consolidated EBITDA of the Parent and its Subsidiaries for the four consecutive fiscal quarter period ending prior to such date.

"Total Revolving Credit Commitment" means the sum of the amounts of the Lenders' Revolving Credit Commitments.

"Total Term Loan Commitment" means the sum of the amounts of the Total Initial Term Loan Commitments and the Total Delayed Draw Term Loan Commitments.

"Transactions" means, collectively, the transactions to occur on or about the Effective Date pursuant to the Loan Documents, including (a) the execution, delivery and performance of the Loan Documents and the making of the Loans hereunder, (b) the payment in full of the Existing Credit Facility, (c) the consummation of the Permitted Holder Contribution, and (d) the payment of all fees and expenses to be paid on or prior to the Effective Date and owing in connection with the foregoing.

"Transferee" means any Agent or any Lender (or any transferee or assignee thereof, including a participation holder.

"Uniform Commercial Code" has the meaning specified therefor in Section 1.03.

"Unused Line Fee" has the meaning specified therefor in Section 2.06(a).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Internal Revenue Code.

"WARN" has the meaning specified therefor in Section 6.01(z).

"Working Capital" means at any date of determination thereof, (i) the sum, for any Person and its Subsidiaries on a consolidated basis, of (A) the current expected balance of all Accounts Receivable of such Person and its Subsidiaries as at such date of determination, plus (B) the aggregate book value of all Inventory of such Person and its Subsidiaries as at such date of determination, plus (C) the aggregate amount of prepaid expenses and other current assets of such Person (other than cash and Cash Equivalents) and its Subsidiaries as at such date of determination, minus (ii) the sum, for such Person and its Subsidiaries, of (X) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (Y) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (but, excluding from accounts payable and accrued expenses, the current portion of long-term debt and all accrued interest, taxes and management fees).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction . References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing (which may include e-mail) pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing (which may include e-mail) by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agents and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to the actual knowledge of the chief executive officer, president, chief financial officer, treasurer, assistant treasurer or general counsel of the Administrative Borrower, but in any event, with respect to financial matters, the chief executive officer, chief financial officer or treasurer of Administrative Borrower. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is

breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder. For purposes of covenant compliance, the amount of any Investment by a Loan Party or any of its Subsidiaries in any other Loan Party or Subsidiary of a Loan Party shall be the greater of (i) the amount actually invested decreased by management fees and distributions representing a return of capital with respect to such Investment received by a Loan Party or a Subsidiary and (ii) zero.

Section 1.04 Accounting and Other Terms. (a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP applied on a basis consistent with those used in preparing the Financial Statements. All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Administrative Agent and the Administrative Borrower may otherwise agree in writing.

(b) For purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, (i) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 840 (or any other similar promulgation or methodology under GAAP with respect to the same subject matter as FASB ASC 840) on the definitions and covenants herein, GAAP as in effect on December 31, 2016 shall be applied and (ii) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Parent and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrowers or the Required Lenders shall so request, the Administrative Agent and the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders and the Borrowers); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrowers shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Agent or any Lender, such period shall in any event consist of at least one full day.

ARTICLE II

THE LOANS

Section 2.01 Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth:

(i) each Revolving Loan Lender severally agrees to make Revolving Loans to the Borrowers at any time and from time to time from the Effective Date to the Final Maturity Date, or until the earlier reduction of its Revolving Credit Commitment to zero in accordance with the terms hereof, in an aggregate principal amount of Revolving Loans at any time outstanding not to exceed the amount of such Lender's Revolving Credit Commitment;

(ii) each Initial Term Loan Lender severally agrees to make the Initial Term Loan to the Borrowers on the Effective Date, in an aggregate principal amount equal to the amount of such Initial Term Loan Lender's Initial Term Loan Commitment; and

(iii) each Delayed Draw Term Loan Lender severally agrees to make the Delayed Draw Term Loans to the Borrower on any Business Day prior to the DDTL Commitment Expiration Date in Dollars in a principal amount not to exceed its Delayed Draw Term Loan Commitment; provided that the Delayed Draw Term Loans shall be advanced to the Borrower in a single draw.

(b) Notwithstanding the foregoing:

(i) No Revolving Loans will be advanced on the Effective Date.

(ii) Immediately after the Effective Date, the aggregate principal amount of Revolving Loans outstanding at any time to the Borrowers shall not exceed the Total Revolving Credit Commitment. The Revolving Credit Commitment of each Lender shall automatically and permanently be reduced to zero on the Final Maturity Date. Within the foregoing limits, the Borrowers may borrow, repay and reborrow Revolving Loans, immediately after the Effective Date and prior to the Final Maturity Date, subject to the terms, provisions and limitations set forth herein.

(iii) The aggregate principal amount of the Initial Term Loan made on the Effective Date shall not exceed the Total Initial Term Loan Commitment. Any principal amount of the Initial Term Loan which is repaid or prepaid may not be reborrowed.

(iv) The aggregate principal amount of the Delayed Draw Term Loans made hereunder shall not exceed the Total Delayed Draw Term Loan Commitment. Any principal amount of the Delayed Draw Term Loans which is repaid or prepaid may not be reborrowed.

(v) The aggregate principal amount of all Loans outstanding at any time to the Borrowers shall not exceed the Total Commitment.

Section 2.02 Making the Loans. (a) The Administrative Borrower shall give the Administrative Agent prior telephonic notice (promptly confirmed in writing, in substantially the form of Exhibit B hereto (a "Notice of Borrowing")), not later than 12:00 noon (New York time) on the date which is three (3) Business Days prior to the date of the proposed Loan (in the case of a LIBOR Rate Loan), or not later than 12:00 noon (New York time) on the date which is one (1) Business Day prior to the date of the proposed Loan (in the case of a Reference Rate Loan); provided, however that the Administrative Borrower shall provide the Administrative Agent with no less than fifteen (15) days prior written notice of a request to borrow a Delayed Draw Term Loan. Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount and type of the proposed Loan, (ii) the proposed borrowing date, which must be a Business Day, and, with respect to the Initial Term Loan, must be the Effective Date, (iii) whether the proposed Loan is to be a Reference Rate Loan or a LIBOR Rate Loan, and (iv) in the case of a LIBOR Rate Loan, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period". The Administrative Agent and the Lenders may act without liability upon the basis of written, facsimile or telephonic notice believed by the Administrative Agent in good faith to be from the Administrative Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Administrative Borrower to the Administrative Agent). Each Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of any such telephonic Notice of Borrowing, absent manifest error. The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrowers until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrowers shall be bound to make a borrowing in accordance therewith. Each Revolving Loan shall be made in a minimum amount of $500,000 and shall be in an integral multiple of $500,000. The Delayed Draw Term Loan shall be made in an amount equal to $15,000,000. The Borrowers shall have not more than seven (7) LIBOR Rate Loans in effect at any given time.

(c)

(i) Except as otherwise provided in this subsection 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Initial Term Loan Commitment, the Total Delayed Draw Term Loan Commitment and the Total Revolving Credit Commitment, as the case may be, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Notwithstanding any other provision of this Agreement, and in order to reduce the number of fund transfers among the Borrowers, the Agents and the Lenders, the Borrowers, the Agents and the Lenders agree that the Administrative Agent may (but shall not

be obligated to), and the Borrowers and the Lenders hereby irrevocably authorize the Administrative Agent to, fund, on behalf of the Revolving Loan Lenders, Revolving Loans pursuant to Section 2.01, subject to the procedures for settlement set forth insubsection 2.02(d); provided, however, that (A) the Administrative Agent shall in no event fund any such Revolving Loans if the Administrative Agent shall have received written notice from the Collateral Agent or the Required Lenders on the Business Day prior to the date of the proposed Revolving Loan that one or more of the conditions precedent contained in Section 5.02 will not be satisfied at the time of the proposed Revolving Loan, and (B) the Administrative Agent shall not otherwise be required to determine that, or take notice whether, the conditions precedent in Section 5.02 have been satisfied. If the Administrative Borrower gives a Notice of Borrowing requesting a Revolving Loan and the Administrative Agent elects not to fund such Revolving Loan on behalf of the Revolving Loan Lenders, then promptly after receipt of the Notice of Borrowing requesting such Revolving Loan, the Administrative Agent shall notify each Revolving Loan Lender of the specifics of the requested Revolving Loan and that it will not fund the requested Revolving Loan on behalf of the Revolving Loan Lenders. If the Administrative Agent notifies the Revolving Loan Lenders that it will not fund a requested Revolving Loan on behalf of the Revolving Loan Lenders, each Revolving Loan Lender shall make its Pro Rata Share of the Revolving Loan available to the Administrative Agent, in immediately available funds, in the Administrative Agent's Account no later than 3:00 p.m. (New York time) (provided that the Administrative Agent requests payment from such Revolving Loan Lender not later than 1:00 p.m. (New York time)) on the date of the proposed Revolving Loan. The Administrative Agent will make the proceeds of such Revolving Loans available to the Borrowers on the day of the proposed Revolving Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Revolving Loans received by the Administrative Agent in the Administrative Agent's Account or the amount funded by the Administrative Agent on behalf of the Revolving Loan Lenders to be deposited in an account designated by the Administrative Borrower.

(iii) If the Administrative Agent has notified the Revolving Loan Lenders that the Administrative Agent, on behalf of the Revolving Loan Lenders, will not fund a particular Revolving Loan pursuant to subsection 2.02(c)(ii), the Administrative Agent may assume that each such Revolving Loan Lender has made such amount available to the Administrative Agent on such day and the Administrative Agent, in its sole discretion, may, but shall not be obligated to, cause a corresponding amount to be made available to the Borrowers on such day. If the Administrative Agent makes such corresponding amount available to the Borrowers and such corresponding amount is not in fact made available to the Administrative Agent by any such Revolving Loan Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Effective Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrowers shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Administrative Borrower of such failure and the Borrowers shall promptly pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this subsection 2.02(c) shall be deemed to relieve any Revolving Loan Lender from its obligations to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrowers may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

(d) (i) With respect to all periods for which the Administrative Agent has funded Revolving Loans pursuant to subsection 2.02(c), on Thursday of each week, or if the applicable Thursday is not a Business Day, then on the following Business Day, or such shorter period as the Administrative Agent may from time to time select (any such week or shorter period being herein called a "Settlement Period"), the Administrative Agent shall notify each Revolving Loan Lender of the unpaid principal amount of the Revolving Loans outstanding as of the last day of each such Settlement Period. In the event that such amount is greater than the unpaid principal amount of the Revolving Loans outstanding on the last day of the Settlement Period immediately preceding such Settlement Period (or, if there has been no preceding Settlement Period, the amount of the Revolving Loans made on the date of such Revolving Loan Lender's initial funding), each Revolving Loan Lender shall promptly (and in any event not later than 2:00 p.m. (New York time) if the Administrative Agent requests payment from such Lender not later than 12:00 noon (New York time) on such day) make available to the Administrative Agent its Pro Rata Share of the difference in immediately available funds. In the event that such amount is less than such unpaid principal amount, the Administrative Agent shall promptly pay over to each Revolving Loan Lender its Pro Rata Share of the difference in immediately available funds. In addition, if the Administrative Agent shall so request at any time when a Default or an Event of Default shall have occurred and be continuing, or any other event shall have occurred as a result of which the Administrative Agent shall determine that it is desirable to present claims against the Borrowers for repayment, each Revolving Loan Lender shall promptly remit to the Administrative Agent or, as the case may be, the Administrative Agent shall promptly remit to each Revolving Loan Lender, sufficient funds to adjust the interests of the Revolving Loan Lenders in the then outstanding Revolving Loans to such an extent that, after giving effect to such adjustment, each such Revolving Loan Lender's interest in the then outstanding Revolving Loans will be equal to its Pro Rata Share thereof. The obligations of the Administrative Agent and each Revolving Loan Lender under this subsection 2.02(d) shall be absolute and unconditional. Each Revolving Loan Lender shall only be entitled to receive interest on its Pro Rata Share of the Revolving Loans which have been funded by such Revolving Loan Lender.

(ii) In the event that any Revolving Loan Lender fails to make any payment required to be made by it pursuant to subsection 2.02(d)(i), the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Effective Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrowers shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Administrative Borrower of such failure

and the Borrowers shall promptly pay such corresponding amount to the Administrative Agent for its own account. Nothing in this subsection 2.02(d)(ii) shall be deemed to relieve any Revolving Loan Lender from its obligation to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrowers may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

Section 2.03 Repayment of Loans; Evidence of Debt. (a) The outstanding principal amount of all Revolving Loans shall be due and payable on the Final Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(b) The outstanding principal of the Initial Term Loan shall be repayable, ratably, in consecutive quarterly installments, each such installment to be due and payable on the last day of each fiscal quarter, commencing with the fiscal quarter ending June 30, 2020, in an amount equal to $925,000; provided, however, that the last such installment shall be in the amount necessary to repay in full the unpaid principal amount of the Term Loan on the Final Maturity Date. The outstanding principal amount of the Delayed Draw Term Loan shall be repayable in quarterly installments on the last day of each fiscal quarter, commencing with the first fiscal quarter after the fiscal quarter in which the Delayed Draw Term Loan is drawn, in an amount equal to $75,000; provided, however, that the last such installment shall be in the amount necessary to repay in full the unpaid principal amount of the Delayed Draw Term Loan. The outstanding unpaid principal of the Term Loan and all accrued and unpaid interest thereon, shall be due and payable in full on the Final Maturity Date.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a note. In such event, the Borrowers shall execute and deliver to such Lender a note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns). Thereafter, the Loans evidenced by such note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more notes payable to the payee named therein and its registered assigns.

Section 2.04 Interest.

(a) Revolving Loans. Subject to the terms of this Agreement, at the option of the Administrative Borrower, each Revolving Loan shall be either a Reference Rate Loan or a LIBOR Rate Loan. Each Revolving Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each Revolving Loan that is a LIBOR Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Loan until repaid, at a rate per annum equal to the LIBOR Rate for the Interest Period in effect for such Loan plus the Applicable Margin.

(b) Term Loans. Subject to the terms of this Agreement, at the option of the Administrative Borrower, the Term Loans or any portion thereof shall be either a Reference Rate Loan or a LIBOR Rate Loan. Each portion of any Term Loans that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Term Loans until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each portion of any Term Loans that is a LIBOR Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Term Loans until repaid, at a rate per annum equal to the LIBOR Rate for the Interest Period in effect for such Term Loans (or such portion thereof) plus the Applicable Margin.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall, upon the election of the Required Lenders, bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate.

(d) Interest Payment. Interest on each Loan shall be payable monthly, in arrears, on the last day of each calendar month, commencing on the last day of the calendar month following the calendar month in which such Loan is made and at maturity (whether upon demand, by acceleration or otherwise). Interest at the Post-Default Rate shall be payable on demand. Each Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 4.02 with the amount of any interest payment due hereunder.

(e) General. All interest shall be computed on the basis of a year of 360 (or 365, in the case of Loans and other obligations accruing interest based on the Reference Rate) days for the actual number of days, including the first day but excluding the last day, elapsed.

Section 2.05 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments.

(i) Revolving Credit Commitments. The Total Revolving Credit Commitment shall terminate on the Final Maturity Date. The Borrowers may reduce the

Total Revolving Credit Commitment in full or in part to an amount (which may be zero) not less than the sum of (A) the aggregate unpaid principal amount of all Revolving Loans then outstanding and (B) the aggregate principal amount of all Revolving Loans not yet made as to which a Notice of Borrowing has been given by the Administrative Borrower under Section 2.02, provided that in no event shall the Borrowers be permitted to reduce the Revolving Credit Commitment to an amount less than $5,000,000 (other than the permanent reduction of the Revolving Credit Commitment to zero). Each such reduction (1) shall be in an amount which is an integral multiple of $1,000,000, (2) shall be made by providing not less than one (1) Business Day's prior written notice to the Administrative Agent, (3) shall be irrevocable (except that such notice may be conditional) and (4) shall be accompanied by the payment of the Applicable Prepayment Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment (which shall be paid to Administrative Agent for the benefit of the Revolving Loan Lenders and shall be allocated among the Revolving Loan Lenders as they may separately agree among themselves). Once reduced, the Total Revolving Credit Commitment may not be increased. Each such reduction of the Total Revolving Credit Commitment shall reduce the Revolving Credit Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof.

(ii) Initial Term Loan. The Total Initial Term Loan Commitment shall terminate on the Effective Date after the funding of the Initial Term Loan by the Term Loan Lenders.

(iii) Delayed Draw Term Loan.

(A) Unless terminated sooner pursuant to Section 2.05(a)(iii)(C), the Total Delayed Draw Term Loan Commitment shall terminate at 5:00 p.m. (New York City time) on the DDTL Commitment Expiration Date.

(B) Upon at least one (1) Business Day's prior written notice (or such shorter period as shall be acceptable to the Administrative Agent) by the Administrative Borrower to the Administrative Agent, the Administrative Borrower shall have the right at any time and from time to time to terminate the Delayed Draw Term Loan Commitments and to permanently reduce to zero the remaining unfunded portion of the Delayed Draw Term Loan Commitments thereunder.

(b) Optional Prepayment.

(i) Revolving Loans. The Borrowers may, at any time and from time to time, prepay the principal of any Revolving Loan, in whole or in part.

(ii) Term Loans. The Borrowers may, at any time and from time to time, upon (x) in the case of LIBOR Rate Loans, at least three (3) Business Days' prior written notice to the Administrative Agent and (y) in the case of Reference Rate Loans, one (1) Business Day's prior written notice to the Administrative Agent, in each case to prepay the principal of the Term Loans, in whole or in part. Each prepayment made pursuant to this clause (b)(ii) shall be irrevocable (except that such notice may be conditional) and shall be accompanied by the payment of (A) accrued interest to the date of such payment on the amount prepaid, (B) the Applicable Prepayment Premium, if any, payable in connection with such prepayment of the Term Loan,

(A) any amounts payable under Section 2.09 in connection with such prepayment of the Term Loans, and (D) if such prepayment would reduce the outstanding principal amount of the Term Loans to zero, all fees and other amounts which have accrued or otherwise become payable as of such date. Each such prepayment shall be applied pro rata against the remaining installments of principal due on the Term Loan.

(iii) [Intentionally Omitted].

(iv) Prepayment In Full. The Borrowers may, upon at least five (5) Business Days prior written notice to the Administrative Agent, terminate this Agreement by paying to the Administrative Agent, in cash, the Obligations (excluding any unasserted contingent indemnification Obligations), in full, plus the Applicable Prepayment Premium, if any, payable in connection with such termination of this Agreement. If the Administrative Borrower has sent a notice of termination pursuant to this clause (iv), then the Lenders' obligations to extend credit hereunder shall terminate and the Borrowers shall be obligated to repay the Obligations (excluding any unasserted contingent indemnification Obligations) in full, plus the Applicable Prepayment Premium, if any, payable in connection with such termination of this Agreement on the date set forth as the date of termination of this Agreement in such notice (except that such termination may be conditioned on the closing of a replacement financing facility).

(c) Mandatory Prepayment.

(i) The Borrowers will promptly (and in any event within two (2) Business Days) prepay the Revolving Loans at any time when the aggregate principal amount of all Revolving Loans exceeds the Total Revolving Credit Commitment, to the full extent of any such excess.

(ii) [Intentionally Omitted].

(iii) [Intentionally Omitted].

(iv) Within five (5) Business Days of delivery to the Agents and the Lenders of annual financial statements pursuant to Section 7.01(a)(ii), commencing with the delivery to the Agents and the Lenders of the financial statements for the Fiscal Year ended on December 31, 2020 (or, if such financial statements are not delivered to the Agents on the date such statements are required to be delivered pursuant to Section 7.01(a)(ii), five (5) Business Days after the date such statements are required to be delivered to the Agents pursuant toSection 7.01(a)(ii)), the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with clause (d) below in an amount equal to the result (if positive) of (1) 50% of the Excess Cash Flow of the Parent and its Subsidiaries for such Fiscal Year (provided, that Excess Cash Flow for the Fiscal Year ended on December 31, 2020 shall be calculated for the period commencing on the Effective Date and ending on December 31, 2020), *minus* (2) the amount of any voluntary prepayments of the Term Loans made during such Fiscal Year, *minus* (3) the amount of any voluntary prepayments of the Revolving Loans accompanied by a permanent reduction or termination of the Total Revolving Credit Commitment during such Fiscal Year.

(v) Subject to clause (viii) below, within five (5) Business Days following any Permitted Disposition (other than a Disposition pursuant to clauses (b), (c), (d), (f),

(g) , (h), (i), (j) and (k) of the definition of "Permitted Disposition") by any Loan Party or its Subsidiaries pursuant to Section 7.02(c)(ii), the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with clause (d) below in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such Permitted Disposition to the extent that the aggregate amount of Net Cash Proceeds received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed for all such Permitted Dispositions $500,000 in any Fiscal Year. Nothing contained in this subsection (v) shall permit any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii).

(vi) Upon the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrowers shall prepay the outstanding amount of the Loans in accordance with clause (d) below in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this subsection (vi) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(vii) Subject to clause (viii) below, within two (2) Business Days of the receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, the Borrowers shall prepay the outstanding principal of the Loans in accordance with clause (d) below an amount equal to 100% of such Extraordinary Receipts net of any reasonable expenses incurred in collecting such Extraordinary Receipts to the extent that the aggregate amount thereof received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed $750,000 in any Fiscal Year; provided, that the Loan Parties shall not be required to prepay the outstanding principal of the Loans in connection with the receipt of any Extraordinary Receipts with respect to the Club Ready Settlement in an aggregate amount not to exceed $2,000,000.

(viii) Notwithstanding the foregoing, with respect to Net Cash Proceeds received by any Loan Party or any of its Subsidiaries in connection with a Permitted Disposition or the receipt of Extraordinary Receipts consisting of insurance proceeds or condemnation awards that are required to be used to prepay the Obligations pursuant to Section 2.05(c)(v) or Section 2.05(c)(vii), as the case may be, up to $1,000,000 in the aggregate in any Fiscal Year of the Net Cash Proceeds from all such Permitted Dispositions and Extraordinary Receipts shall not be required to be so used to prepay the Obligations to the extent that such Net Cash Proceeds and Extraordinary Receipts are used to acquire, replace, repair or restore properties or assets used in the Parent's and its Subsidiaries' business, provided that, (A) no Event of Default has occurred and is continuing on the date such Person receives such Net Cash Proceeds or Extraordinary Receipts, (B) the Administrative Borrower delivers a certificate to the Administrative Agent within 30 days after the receipt of such Net Cash Proceeds or Extraordinary Receipts resulting from such Disposition or loss, destruction or taking, as the case may be, stating that such Net Cash Proceeds or Extraordinary Receipts shall be used to acquire, replace, repair or restore properties or assets used in such Person's business within a period specified in such certificate not to exceed two hundred and seventy (270) days after the date of receipt of such Net Cash Proceeds or Extraordinary Receipts (which certificate shall set forth estimates of the Net Cash Proceeds or Extraordinary Receipts to be so expended), (C) such Net Cash Proceeds or Extraordinary Receipts are (1) deposited in an account of a Loan Party listed on Schedule 6.01(v)

or (2) used to prepay the Revolving Loans so long as a reserve is established in the amount of such prepayment which reserve shall be released only upon the reinvestment of such proceeds in accordance with the terms of this clause (viii), and (D) upon the earlier of (1) the expiration of the period specified in the relevant certificate furnished to the Administrative Agent pursuant to clause (B) above or (2) the occurrence of an Event of Default, such Net Cash Proceeds or Extraordinary Receipts, if not theretofore so used, shall be used to prepay the Obligations in accordance with Section 2.05(c)(v) or Section 2.05(c)(vii) as applicable.

(ix) Within three (3) Business Days after receipt by the Borrowers of the proceeds of any Permitted Cure Equity pursuant to Section 9.02 in respect of any noncompliance with the financial covenant set forth in Section 7.03, the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with Section 2.05(d) in an amount equal to 100% of such proceeds.

(d) Application of Payments. Each prepayment pursuant to subsections (c)(iv), (c)(v), (c)(vi), (c)(vii) and (c)(ix) above shall be applied first, to the Term Loan, until paid in full, and second, to the Revolving Loans (without any corresponding reduction to the Total Revolving Credit Commitment). Prepayments of the Term Loan shall be applied against the remaining installments of principal of the Term Loan (including the final payment of the Term Loan on the Final Maturity Date) in the inverse order of maturity.

(e) Interest and Fees. Any prepayment made pursuant to this Section 2.05 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment, (ii) any Funding Losses (if any) payable pursuant to Section 2.09(e), (iii) other than in the case of prepayments made pursuant to Sections 2.05(c)(i), (iv), (v), (vii) and (ix), the Applicable Prepayment Premium, if any, payable in connection with such prepayment of the Loans and (iv) if such prepayment would reduce the amount of the outstanding Loans to zero at a time when the Total Revolving Credit Commitment has been terminated, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.06.

(f) Cumulative Prepayments. Payments with respect to any subsection of this Section 2.05 are without duplication of payments made or required to be made under any other subsection of this Section 2.05.

Section 2.06 Fees.

(a) Unused Line Fee. From and after the Effective Date and until the Final Maturity Date, the Borrowers shall pay to the Administrative Agent for the account of the Revolving Loan Lenders, in accordance with their Pro Rata Share, an unused line fee (the "Unused Line Fee"), which shall accrue at the rate per annum of 0.50% on the excess, if any, of the Total Revolving Credit Commitment over the sum of the average principal amount of all Revolving Loans outstanding during the prior one month period and shall be payable monthly in arrears on the last day of each month commencing March 31, 2020.

(b) Applicable Prepayment Premium. Notwithstanding anything herein to the contrary, except as provided in Section 2.05(e), in the event of the termination of this Agreement and repayment of the Obligations at any time prior to the Final Maturity Date, for any

reason, including (i) termination upon the election of the Required Lenders to terminate after the occurrence and during the continuation of an Event of Default (or, in the case of the occurrence of any Event of Default described in Section 9.01(f) or Section 9.01(g) with respect to any Loan Party, automatically upon the occurrence thereof), (ii) foreclosure and sale of Collateral, (iii) sale of the Collateral in any Insolvency Proceeding, or (iv) restructuring, reorganization, or compromise of the Obligations by the confirmation of a plan of reorganization or any other plan of compromise, restructuring, or arrangement in any Insolvency Proceeding, then, in view of the impracticability and extreme difficulty of ascertaining the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such early termination, and by mutual agreement of the parties as to a reasonable estimation and calculation of the lost profits or damages of the Agents and the Lenders, the Borrowers shall pay to the Administrative Agent, for the account of the Lenders in accordance with written agreements amongst the Collateral Agent, the Administrative Agent and the Lenders, the Applicable Prepayment Premium, if any, measured as of the date of such termination. The Loan Parties expressly agree that: (A) the Applicable Prepayment Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Prepayment Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Prepayment Premium; (D) the Loan Parties' agreement to pay the Applicable Prepayment Premium is a material inducement to Lenders to provide the Commitments and make the Loans; and (E) the Applicable Prepayment Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Agents and the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such acceleration. No Applicable Prepayment Premium shall be due and owing (1) in connection with any prepayment of the Term Loan resulting from an initial public offering of the Parent that is consummated on or before the first anniversary of the Effective Date, solely with respect to (x) the first $35,000,000 of the Term Loan prepaid in connection therewith or (y) if the General Atlantic Investment has occurred, the first $50,000,000 of the Term Loan prepaid in connection therewith, (2) in connection with the refinancing in full of Obligations in which Cerberus participates in such refinancing as a lender.

(c) Delayed Draw Term Loan Unused Line Fee. The Borrower agrees to pay to the Administrative Agent, for the account of the Delayed Draw Term Lenders, a ticking fee (the "DDTL Unused Commitment Fee"), which shall accrue on the unfunded portion of the Delayed Draw Term Loan Commitments, beginning on the Effective Date and ending on the DDTL Commitment Expiration Date, and shall be payable monthly in arrears on the last day of each month (commencing on March 31, 2020), in an amount equal to 0.50% per annum of the actual daily undrawn portion of the Delayed Draw Term Loan Commitments during such period.

(d) Fee Letter. As and when due and payable under the terms of the Fee Letter, the Borrowers shall pay the fees set forth in the Fee Letter.

Section 2.07 [Intentionally Omitted].

Section 2.08 Taxes (a) Except as otherwise required by applicable law, any and all payments by any Loan Party hereunder or under any other Loan Document shall be made free

and clear of and without deduction for any and all Taxes. If any Loan Party shall be required to deduct any Taxes from or in respect of any sum payable hereunder to any Agent or any Lender (or any Transferee), (i) if such Tax is an Indemnified Tax, the sum payable shall be increased by the amount (an "Additional Amount") necessary so that after making all such deductions (including deductions applicable to additional sums payable under this Section 2.08) such Agent or such Lender (or such Transferee) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party shall make such deductions and (iii) such Loan Party shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law. For purposes of this Section 2.08, the term "applicable law" includes FACTA.

(b) In addition, each Loan Party agrees to pay to the relevant Governmental Authority in accordance with applicable law any present or future stamp or documentary taxes or any recording, intangible or similar taxes, charges or levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment ("Other Taxes"). Each Loan Party shall deliver to the Administrative Agent official receipts or certified copies thereof (or other reasonable evidence of payment) in respect of any Taxes or Other Taxes payable hereunder promptly after payment of such Taxes or Other Taxes.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Agent and each Lender harmless from and against any Indemnified Taxes (including, without limitation, Indemnified Taxes imposed on any amounts payable under this Section 2.08) paid by such Person, whether or not such Indemnified Taxes were correctly or legally asserted by the relevant Governmental Authority. Such indemnification shall be paid within ten (10) days from the date on which any such Person makes written demand therefor specifying in reasonable detail the nature and amount of such Indemnified Taxes.

(d)

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and delivery of such documentation (other than such documentation set forth in (d)(ii) and (d)(iii) below) shall not be required if in any Lender's reasonable judgment, such completion, execution or delivery would subject such Lender to any material unreimbursed cost or would materially prejudice the legal or commercial position of such Lender.

(ii) Each Lender (or Transferee) that is organized under the laws of a jurisdiction outside the United States (a "Non-U.S. Lender") agrees that it shall, no later than the Effective Date (or, in the case of a Lender (or Transferee) which becomes a party hereto pursuant to Section 12.07 hereof after the Effective Date, promptly after the date upon which such Lender (or Transferee) becomes a party hereto) deliver to the Agents (and the Administrative Agent shall deliver a copy to the Administrative Borrower) (or, in the case of a participant, to the Lender granting the participation only) one properly completed and duly executed copy of either U.S. Internal Revenue Service Form W-8BEN, W-8BEN-E, W-8ECI or W-8IMY or any subsequent versions thereof or successors thereto, in each case claiming complete exemption from, or reduced rate of, U.S. Federal withholding tax and payments of interest hereunder. In addition, in the case of a Non-U.S. Lender claiming exemption from U.S. Federal withholding tax under Section 871(h) or 881(c) of the Internal Revenue Code, such Non-U.S. Lender hereby represents to the Agents and the Borrowers that such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Internal Revenue Code, is not a10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code) of the Parent and is not a controlled foreign corporation related to the Parent (within the meaning of Section 881(c)(3)(C) of the Internal Revenue Code), and such Non-U.S. Lender agrees that it shall promptly notify the Agents in the event any such representation is no longer accurate. Such forms shall be delivered by each Non- U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of a Transferee that is a participation holder, on or before the date such participation holder becomes a Transferee hereunder) and on or before the date, if any, such Non-U.S. Lender changes its applicable lending office by designating a different lending office (a "New Lending Office"). In addition, such Non-U.S. Lender shall deliver such forms within twenty (20) days after receipt of a written request therefor from any Agent (who may be acting pursuant to a request by the Administrative Borrower), the assigning Lender or the Lender granting a participation, as applicable. Each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence, expiration or invalidity of any form previously delivered by such Non-U.S. Lender. Notwithstanding any other provision of this Section 2.08, a Non-U.S. Lender shall not be required to deliver any form pursuant to thisSection 2.08(d) that such Non-U.S. Lender is not legally able to deliver. If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender fails to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent (A) a certification signed by the chief financial officer, principal accounting officer, treasurer or controller and (B) other documentation reasonably requested by the Borrower and the Administrative Agent sufficient for the Administrative Agent and the Borrower to comply with their obligations under FATCA and to determine that such Lender has complied with such applicable reporting requirements. Solely for purposes of this clause (d), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Any Lender (or Transferee) that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or Agents), executed copies of IRS form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(e) The Loan Parties shall not be required to indemnify any Non-U.S. Lender, or pay any Additional Amounts to any Non-U.S. Lender, in respect of any withholding tax pursuant to this Section 2.08 to the extent that (i) the obligation to withhold such amounts existed on the date such Non-U.S. Lender became a party to this Agreement (or, in the case of a Transferee that is a participation holder, on the date such participation holder became a Transferee hereunder) or, with respect to payments to a New Lending Office, the date such Non-U.S. Lender designated such New Lending Office with respect to a Loan; provided, however, that this clause (i) shall not apply to the extent the indemnity payment or Additional Amounts any Transferee, or Lender (or Transferee) through a New Lending Office, would be entitled to receive (without regard to this clause (i)) do not exceed the indemnity payment or Additional Amounts that the Person making the assignment, participation or transfer to such Transferee, or Lender (or Transferee) making the designation of such New Lending Office, would have been entitled to receive in the absence of such assignment, participation, transfer or designation, or (ii) the obligation to pay such Additional Amounts would not have arisen but for a failure by such Non-U.S. Lender to comply with the provisions of clause (d) above.

(f) The Administrative Agent shall deliver to the Borrower two executed copies of whichever of the following is applicable:

(i) if the Administrative Agent is a U.S. Person, IRS Form W-9 certifying to such Administrative Agent's exemption from U.S. federal backup withholding; or

(ii) if the Administrative Agent is not a U.S. Person,

(A) IRS Form W-8ECI with respect to payments received for its own account; and

(B) IRS Form W-8IMY with respect to any amounts payable to the Administrative Agent for the account of others, certifying that it is a U.S. branch of a foreign bank or insurance company described in Regulations section 1.1441-1(b)(2)(iv)(A) that is a participating FFI (including a reporting Model 2 FFI), registered deemed-compliant FFI (including a reporting Model 1 FFI), or NFFE that is using this form as evidence of its agreement with the withholding agent to be treated as a U.S. Person with respect to any payments associated with this withholding certificate.

The Administrative Agent agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower in writing of its legal inability to do so.

(g) If any Lender or any Agent determines, in its sole judgment exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 2.08, it shall pay to the Administrative Borrower an amount equal to such refund (but only the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses of such Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect

to such refund); provided that the Administrative Borrower, upon the reasonable request of such Agent or such Lender, agrees to repay the amount paid over to the Administrative Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Agent or such Lender in the event such Agent or such Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require any Agent or any Lender to make available its tax returns and any other information relating to its taxes that it deems confidential to any Borrower or any other Person.

(h) Any Agent or any Lender (or Transferee) claiming any indemnity payment or additional payment amounts payable pursuant to this Section 2.08 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document reasonably requested in writing by the Administrative Borrower or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or additional amount that may thereafter accrue, would not require such Agent or such Lender (or Transferee) to disclose any information such Agent or such Lender (or Transferee) deems confidential and would not, in the sole determination of such Agent or such Lender (or Transferee), be otherwise disadvantageous to such Agent or such Lender (or Transferee).

(i) The obligations of the Loan Parties under this Section 2.08 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.09 LIBOR Option.

(a) In lieu of having interest charged at the rate based upon the Reference Rate, the Borrowers shall have the option (the "LIBOR Option") to have interest on all or a portion of the Loans be charged at a rate of interest based upon the LIBOR Rate. Each Interest Period of a LIBOR Rate Loan shall commence on the date such LIBOR Rate Loan is made and shall end on such date as the Borrowers may elect as set forth in Section 2.02(a) above; provided that the exact length of each Interest Period shall be determined in accordance with the practice of the interbank market for offshore Dollar deposits. If on the date that is three (3) Business Days prior to the last day of each Interest Period of a LIBOR Rate Loan, unless the Administrative Borrower otherwise instructs in accordance with the terms hereunder, the interest rate applicable to such LIBOR Rate Loan shall automatically continue at the LIBOR Rate for an additional period equal in length to such Interest Period. At the direction of the Required Lenders at any time that an Event of Default has occurred and is continuing, the Administrative Borrower no longer shall have the option to request that Loans bear interest at the LIBOR Rate and Administrative Agent shall have the right to convert the interest rate on all outstanding LIBOR Rate Loans to the rate then applicable to Reference Rate Loans hereunder.

(b) The Administrative Borrower shall elect the initial Interest Period applicable to a LIBOR Rate Loan by its Notice of Borrowing given to the Administrative Agent pursuant to Section 2.02(a) or by its notice of conversion given to the Administrative Agent pursuant to Section 2.09(c), as the case may be. The Administrative Borrower shall elect the duration of each succeeding Interest Period by giving irrevocable written notice to the Administrative Agent of such duration not later than 1:00 p.m. (New York time) on the day which

is three (3) Business Days prior to the last day of the then current Interest Period applicable to such LIBOR Rate Loan. If the Administrative Agent does not receive timely notice of the Interest Period elected by the Administrative Borrower, the Administrative Borrower shall be deemed to have elected to convert such LIBOR Rate Loan to a Reference Rate Loan.

(c) The Administrative Borrower may, on any Business Day of the then current Interest Period applicable to any outstanding LIBOR Rate Loan, or on any Business Day with respect to Reference Rate Loans, convert any such loan into a loan of another type of loan (i.e., a Reference Rate Loan or a LIBOR Rate Loan) in the same aggregate principal amount, provided that any conversion of a LIBOR Rate Loan not made on the last Business Day of the then current Interest Period applicable to such LIBOR Rate Loan shall be subject to Section 2.09(e). If a Borrower desires to convert a Loan, such Borrower shall deliver to the Administrative Agent a LIBOR Notice by no later than 1:00 p.m. (New York time) (i) on the day which is three (3) Business Days' prior to the date on which such conversion is to occur with respect to a conversion from a Reference Rate Loan to a LIBOR Rate Loan, or (ii) on the day which is one (1) Business Day prior to the date on which such conversion is to occur with respect to a conversion from a LIBOR Rate Loan to a Reference Rate Loan, specifying, in each case, the date of such conversion, the Loans to be converted and if the conversion is from a Reference Rate Loan to a LIBOR Rate Loan, the duration of the first Interest Period therefor.

(d) In the event that any prepayment of a LIBOR Rate Loan is required or permitted on a date other than the last Business Day of the then current Interest Period with respect thereto, the Borrowers shall, jointly and severally, indemnify the Administrative Agent and Lenders therefor in accordance with Section 2.09(e).

(e) The Borrowers shall, jointly and severally, indemnify the Agents and Lenders and hold the Agents and Lenders harmless from and against any and all losses, costs or expenses, excluding the loss of any margin above the LIBOR Rates (such losses, costs and expenses, collectively, "Funding Losses"), that the Agents and Lenders may sustain or incur as a consequence of any mandatory or voluntary prepayment, conversion of or any default by the Borrowers in the payment of the principal of or interest on any LIBOR Rate Loan or failure by the Borrowers to complete a borrowing of, a prepayment of or conversion of or to a LIBOR Rate Loan after notice thereof has been given, including, but not limited to, any interest, excluding the loss of any margin above the LIBOR Rates, payable by the Agents or Lenders to lenders of funds obtained by it in order to make or maintain its LIBOR Rate Loans hereunder (it being agreed that the Agents and Lenders shall be entitled to such indemnification on such basis whether or not they have obtained such funds to make or maintain its LIBOR Rate Loans hereunder, to be calculated in accordance with customary banking practices). A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by any Agent or any Lender to the Borrowers shall be conclusive absent manifest error.

(f) Notwithstanding any other provision hereof, if any Requirement of Law or any change therein or in the interpretation or application thereof, shall make it unlawful for any Lender (for purposes of this subsection (f), the term "Lender" shall include any Lender and the office or branch where any Lender or any corporation or bank controlling such Lender makes or maintains any LIBOR Rate Loans) to make or maintain its LIBOR Rate Loans, the obligation of such Lender to make LIBOR Rate Loans hereunder shall forthwith be cancelled and the Borrowers

shall, if any affected LIBOR Rate Loans are then outstanding, promptly and upon the reasonable request from the Administrative Agent, at the Borrowers' option, either pay all such affected LIBOR Rate Loans or convert such affected LIBOR Rate Loans into loans of another type. If any such payment or conversion of any LIBOR Rate Loan is made on a day that is not the last day of the Interest Period applicable to such LIBOR Rate Loan, the Borrowers shall pay the Administrative Agent, upon the Administrative Agent's reasonable request, such amount or amounts as may be necessary to compensate Lenders for any Funding Losses sustained or incurred by Lenders in respect of such LIBOR Rate Loan as a result of such payment or conversion, including (but not limited to) any interest or other amounts payable by Lenders to lenders of funds actually obtained by Lenders in order to make or maintain such LIBOR Rate Loan. A certificate as to any additional amounts that describes in reasonable detail the calculations thereof payable pursuant to the foregoing sentence submitted by Lenders to the Borrowers shall be conclusive absent manifest error.

(g) Subject to the last paragraph of the definition of "LIBOR Rate", in the event that any Agent shall have determined that:

(i) reasonable means do not exist for ascertaining the LIBOR Rate applicable pursuant to Section 2.02(a) for any Interest Period; or

(ii) Dollar deposits in the relevant amount and for the relevant maturity are not available in the London interbank LIBOR market, with respect to an outstanding LIBOR Rate Loan, a proposed LIBOR Rate Loan, or a proposed conversion of a Reference Rate Loan into a LIBOR Rate Loan,

then Administrative Agent shall give the Administrative Borrower prompt written, telephonic or facsimile notice of such determination. If such notice is given, (i) any such requested LIBOR Rate Loan shall be made as a Reference Rate Loan, unless the Administrative Borrower shall notify the Administrative Agent no later than 1:00 p.m. (New York time) two (2) Business Days prior to the date of such proposed borrowing, that its request for such borrowing shall be cancelled or made as an unaffected type of LIBOR Rate Loan, (ii) any Reference Rate Loan or LIBOR Rate Loan which was to have been converted to an affected type of LIBOR Rate Loan shall be continued as or converted into a Reference Rate Loan, or, if the Administrative Borrower shall notify the Administrative Agent, no later than 11:00 a.m. (New York time) two (2) Business Days prior to the proposed conversion, shall be maintained as an unaffected type of LIBOR Rate Loan, and (iii) any outstanding affected LIBOR Rate Loans shall be converted into a Reference Rate Loan, or, if the Administrative Borrower shall notify Administrative Agent, no later than 11:00 a.m. (New York time) two (2) Business Days prior to the last Business Day of the then current Interest Period applicable to such affected LIBOR Rate Loan, shall be converted into an unaffected type of LIBOR Rate Loan, on the last Business Day of the then current Interest Period for such affected LIBOR Rate Loans. Until such notice has been withdrawn, Lenders shall have no obligation to make an affected type of LIBOR Rate Loan or maintain outstanding affected LIBOR Rate Loans and the Borrowers shall not have the right to convert a Reference Rate Loan or an unaffected type of LIBOR Rate Loan into an affected type of LIBOR Rate Loan.

(h) Anything to the contrary contained herein notwithstanding, neither any Agent nor any Lender, nor any of their participants, is required actually to acquire LIBOR deposits

to fund or otherwise match fund any Obligation as to which interest accrues at the LIBOR Rate. The provisions of this ARTICLE II shall apply as if each Lender or its participants had match funded any Obligation as to which interest is accruing at the LIBOR Rate by acquiring LIBOR deposits for each Interest Period in the amount of the LIBOR Rate Loans.

(i)

(i) If any Lender requests compensation or if any Borrower is required to pay any additional amount to any Lender or if any Borrower is required to pay any additional interest or other amount to any Lender hereunder (each, a "Required Amount"), then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable hereunder in the future, (ii) would not subject such Lender to any unreimbursed cost or expense, and (iii) would not otherwise be materially disadvantageous to such Lender.

(ii) If any Lender requires the Borrower to pay any Required Amounts and such Lender has declined or is unable to designate a different lending office in accordance with clause (a) above, or if any Lender is a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.07), all of its interests, rights and obligations under this Agreement and the other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(A) the Borrower shall have paid to the Agents any assignment fees specified in Section 12.07;

(B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts); and

(C) such assignment does not conflict with applicable law.

Prior to the effective date of such assignment, the assigning Lender shall execute and deliver an Assignment and Acceptance, subject only to the conditions set forth above. If the assigning Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such assignment, the assigning Lender shall be deemed to have executed and delivered such Assignment and Acceptance. Any such assignment shall be made in accordance with the terms of Section 12.07. A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

ARTICLE III

[Intentionally Omitted].

ARTICLE IV

PAYMENTS AND OTHER COMPENSATION

Section 4.01 [Intentionally Omitted].

Section 4.02 Payments; Computations and Statements. (a) The Borrowers will make each payment under this Agreement not later than 1:00 p.m. (New York time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the Administrative Agent's Account. All payments received by the Administrative Agent after 1:00 p.m. (New York time) on any Business Day will be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrowers without set-off, counterclaim, deduction or other defense to the Agents and the Lenders. Except as provided in Section 2.02, after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement, provided that the Administrative Agent will cause to be distributed all interest and fees received from or for the account of the Borrowers not less than once each month and in any event promptly after receipt thereof. The Lenders and the Borrowers hereby authorize the Administrative Agent to, and the Administrative Agent may, from time to time during the existence of an Event of Default, charge the Loan Account of the Borrowers with any amount due and payable by the Borrowers under any Loan Document. Any amount charged to the Loan Account of the Borrowers shall be deemed a Revolving Loan hereunder made by the Revolving Loan Lenders to the Borrowers, funded by the Administrative Agent on behalf of the Revolving Loan Lenders and subject to Section 2.02 of this Agreement. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such fees are payable. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) The Administrative Agent shall provide the Administrative Borrower, promptly after the end of each calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrowers during such month, the amounts and dates of all Loans made to the Borrowers during such month, the amounts and dates of all payments on account of the Loans to the Borrowers during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrowers during such month, the amounts and dates of all Loans made to the Borrowers during such month, and the amount and nature of any

charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, thirty (30) days after the same is sent, shall be final and conclusive absent manifest error.

Section 4.03 Sharing of Payments, Defaulting Lenders, Etc.

(a) The Administrative Agent shall not be obligated to transfer to a Defaulting Lender any payments made by any Borrower to the Administrative Agent for the Defaulting Lender's benefit, and, in the absence of such transfer to the Defaulting Lender, the Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Commitments (but only to the extent that such Defaulting Lender's Loan was funded by the other Lenders) or, if so directed by the Borrowers and if no Default or Event of Default has occurred and is continuing (and to the extent such Defaulting Lender's Loan was not funded by the other Lenders), retain the same to be re-advanced to the Borrowers as if such Defaulting Lender had made such Loans to the Borrowers. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender. This Section shall remain effective with respect to such Lender until (x) the Obligations (other than unasserted contingent indemnification Obligations) under this Agreement shall have been declared or shall have become immediately due and payable, (y) the non-Defaulting Lenders, the Administrative Agent, and the Borrowers shall have waived such Defaulting Lender's default in writing, or (z) the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loan and pays to the Administrative Agent all amounts owing by such Defaulting Lender in respect thereof. The operation of this Section shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrowers of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender. Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Borrowers at their option, subject to the written consent of the Collateral Agent (which consent shall not be unreasonably withheld), to permanently replace the Defaulting Lender with one or more substitute Lenders (each, a "Replacement Lender"), and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Notice from the Borrowers to the Agents effecting their right to replace the Defaulting Lender shall specify an effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date such notice is given. Prior to the effective date of such replacement, the Defaulting Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 12.07(b). Any such assumption of the Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Lenders' or the Borrowers' rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund.

(b) Except as provided in Section 2.02 or Section 12.07, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set- off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered); provided, the provisions of this Section 4.03(b) shall not be construed to apply to any payment made by or on behalf of any Borrower pursuant to and in accordance with the terms of this Agreement (including, without limitation, as provided in Section 2.05 and the application of funds arising from the existence of a Defaulting Lender) The Borrowers agree that any Lender so purchasing a participation from another Lender pursuant to this Section 4.03(b) may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation.

Section 4.04 Apportionment of Payments. Subject to Section 2.02 or Section 12.07 hereof and to any written agreement among the Agents and/or the Lenders:

(a) all payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Sections 2.06 and 7.01(f) hereof) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Required Lenders shall, apply all proceeds of the Collateral, subject to the provisions of this Agreement, (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, ratably to pay interest then due and payable in respect of the Agent Advances until paid in full; (iii) third, ratably to pay principal of the Agent Advances until paid in full; (iv) fourth, ratably to pay the Obligations in respect of any fees (other than any Applicable Prepayment Premium) and indemnities then due and payable to the Lenders until paid in full; (v) fifth, ratably to pay interest then due and payable in respect of the Loans until paid in full; (vi) sixth, ratably to pay principal of the Loans until paid in full; (vii) seventh, ratably to pay the Obligations in respect of any Applicable Prepayment Premium then due and payable to the Lenders until paid in full; and (viii) eighth, to the ratable payment of all other Obligations then due and payable.

(c) In each instance, so long as no Event of Default has occurred and is continuing,Section 4.04(b) shall not be deemed to apply to any payment by the Borrowers

specified by the Administrative Borrower to the Administrative Agent to be for the payment of Term Loan Obligations then due and payable under any provision of this Agreement or the prepayment of all or part of the principal of the Term Loans in accordance with the terms and conditions of Section 2.05.

(d) For purposes of Section 4.04(b), (other than clause (viii)), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding, except to the extent that default or overdue interest (but not any other interest) and loan fees, each arising from or related to a default, are disallowed in any Insolvency Proceeding; provided, however, that for the purposes of clause (viii), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(e) In the event of a direct conflict between the priority provisions of this Section 4.04 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 4.04 shall control and govern.

Section 4.05 Increased Costs and Reduced Return. (a) If any Lender or any Agent shall have determined that a Change in Law, shall (i) subject such Agent or such Lender, or any Person controlling such Agent or such Lender, to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan or against assets of or held by, or deposits with or for the account of, or credit extended by, such Agent or such Lender or any Person controlling such Agent or such Lender or (iii) impose on such Agent or such Lender or any Person controlling such Agent or such Lender any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Agent or such Lender of making any Loan, or agreeing to make any Loan, or to reduce any amount received or receivable by such Agent or such Lender hereunder, then, within twenty (20) days after receipt by the Administrative Borrower from such Agent or such Lender of the certificate required under Section 4.05(c), the Borrowers shall pay to such Agent or such Lender such additional amounts as will compensate such Agent or such for such increased costs or reductions in amounts received or receivable.

(b) If any Agent or any Lender shall have determined that any Change in Law either (i) affects or would affect the amount of capital required or expected to be maintained by such Agent or such Lender or any Person controlling such Agent or such Lender, and such Agent

or such Lender determines that the amount of such capital is increased as a direct or indirect consequence of any Loans made or maintained, such Agent's or such Lender's or such other controlling Person's other obligations hereunder, or (ii) has or would have the effect of reducing the rate of return on such Agent's or such Lender's or such other controlling Person's capital to a level below that which such Agent or such Lender or such controlling Person could have achieved but for such circumstances as a consequence of any Loans made or maintained, or any guaranty or participation with respect thereto or any agreement to make Loans, or such Agent's, or such Lender's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Agent's or such Lender's or such other controlling Person's policies with respect to capital adequacy), then, within twenty (20) days after receipt by the Administrative Borrower from such Agent or such Lender of the certificate required under Section 4.05(c), the Borrowers shall pay to such Agent or such Lender for such cost of maintaining such increased capital or such reduction in the rate of return on such Agent's or such Lender's or such other controlling Person's capital.

(c) All amounts payable under this Section 4.05 shall bear interest from the date that is twenty (20) days after the date of demand by any Agent or any Lender until payment in full to such Agent or such Lender at the Reference Rate. A certificate of such Agent or such Lender claiming compensation under this Section 4.05, specifying the event herein above described and the nature of such event shall be submitted by such Agent or such Lender to the Administrative Borrower, setting forth the additional amount due and an explanation of the calculation thereof in reasonable detail, and such Agent's or such Lender's reasons for invoking the provisions of this Section 4.05, and shall be final and conclusive absent manifest error; provided that any such certificate claiming amounts described in clause (i) or (ii) of the proviso set forth in the definition of Change in Law shall, in addition, state the basis upon which such amount has been calculated and certify that such Agent's or Lender's method of allocating such costs is fair and reasonable and that such Agent's or Lender's demand for payment of such costs hereunder, and such method of allocation, is not inconsistent with its treatment of other borrowers which, as a credit matter, are substantially similar to the Borrowers and which are subject to similar provisions.

(d) If any Lender or Agent becomes entitled to claim any additional amounts pursuant to this Section, it shall promptly notify the Loan Parties of the event by reason of which it has become so entitled; provided that the Loan Parties shall not be required to compensate a Lender or Agent pursuant to this paragraph for any amounts incurred more than six months prior to the date that such Lender or Agent notifies the Loan Parties of such Lender's or Agent's intention to claim compensation therefor in accordance with Section 4.05(c); provided further that, if the circumstances giving rise to such claim have a retroactive effect, then such six-month period shall be extended to include the period of such retroactive effect.

(e) If any Lender or Agent requests compensation or if any Borrower is required to pay any additional amount to any Lender or Agent or if any Borrower is required to pay any additional interest or other amount to any Lender or Agent hereunder, then such Lender or Agent shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender or Agent such designation or assignment (i) would eliminate or reduce amounts payable hereunder in the future, (ii) would not subject such Lender or Agent to any unreimbursed cost or expense, and (iii) would not otherwise be materially disadvantageous to such Lender or Agent.

Section 4.06 Joint and Several Liability of the Borrowers. (a) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, each of the Borrowers hereby accepts joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Agents and the Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each of the Borrowers and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations. Each of the Borrowers, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including, without limitation, any Obligations arising under this Section 4.06), it being the intention of the parties hereto that all of the Obligations shall be the joint and several obligations of each of the Borrowers without preferences or distinction among them. If and to the extent that any of the Borrowers shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event, the other Borrowers will make such payment with respect to, or perform, such Obligation. Subject to the terms and conditions hereof, the Obligations of each of the Borrowers under the provisions of this Section 4.06 constitute the absolute and unconditional, full recourse Obligations of each of the Borrowers, enforceable against each such Person to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of this Agreement, the other Loan Documents or any other circumstances whatsoever.

(b) The provisions of this Section 4.06 are made for the benefit of the Agents, the Lenders and their successors and assigns, and may be enforced by them from time to time against any or all of the Borrowers as often as occasion therefor may arise and without requirement on the part of the Agents, the Lenders or such successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any of the other Borrowers or to exhaust any remedies available to it or them against any of the other Borrowers or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 4.06 shall remain in effect until all of the Obligations (other than unasserted contingent indemnification Obligations) shall have been paid in full or otherwise fully satisfied.

(c) Each of the Borrowers hereby agrees that it will not enforce any of its rights of contribution or subrogation against the other Borrowers with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to the Agents or the Lenders with respect to any of the Obligations or any Collateral, until such time as all of the Obligations (other than unasserted contingent indemnification Obligations) have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to the Agents or the Lenders hereunder or under any other Loan Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations (other than unasserted contingent indemnification Obligations).

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Effective Date when each of the following conditions precedent shall have been satisfied (or waived) in a manner reasonably satisfactory to the Agents:

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before the date of this Agreement all fees, costs, expenses and taxes then due and payable pursuant to Section 2.06 and Section 12.04 to the extent invoiced at least two (2) Business Days prior to the Effective Date.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in ARTICLE VI and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant hereto or thereto on or prior to the date hereof are true and correct in all material respects (except that such materiality qualifier shall not be applicable to representations and warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date in which case such representations and warranties shall have been true and correct on such earlier date, and (ii) no Event of Default shall have occurred and be continuing on the Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(c) Legality. The making of the initial Loans shall not contravene any law, rule or regulation applicable to any Lender.

(d) Delivery of Documents. The Collateral Agent shall have received on or before the Effective Date the following, each in form and substance reasonably satisfactory to the Collateral Agent and, unless indicated otherwise, dated the Effective Date:

(i) this Agreement, duly executed by the parties hereto;

(ii) the Intercompany Subordination Agreement, duly executed by each of the parties thereto; parties thereto;

(iii) the Flow of Funds Agreement, duly executed by each of the

(iv) the Perfection Certificate, duly executed by the Administrative Borrower;

(v) the Fee Letter, duly executed by the Borrowers;

(vi) a Security Agreement, duly executed by each Loan Party, together with the original stock certificates representing all of the common stock of such Loan

Party's subsidiaries required to be pledged thereunder and all intercompany promissory notes of such Loan Parties required to be pledged thereunder, accompanied by undated stock powers executed in blank and other proper instruments of transfer;

(vii) results of Lien searches, listing all effective financing statements which name as debtor any Loan Party and which are filed in the offices referred to in the Perfection Certificate, together with copies of such financing statements, none of which, except as otherwise agreed in writing by the Collateral Agent and Permitted Liens, shall cover any of the Collateral and the results of searches for any tax Lien and judgment Lien filed against such Person or its property, which results, except as otherwise agreed to in writing by the Collateral Agent and Permitted Liens, shall not show any such Liens;

(viii) a copy of the resolutions of each Loan Party, certified as of the Effective Date by an Authorized Officer thereof, authorizing (A) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (B) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith;

(ix) a certificate of an Authorized Officer of each Loan Party, certifying the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers;

(x) a certificate of the appropriate official(s) of the jurisdiction of organization of each Loan Party certifying as of a recent date not more than 30 days prior to the Effective Date as to the good standing of such Loan Party, in such jurisdiction, except, in each case, where the failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect of the Loan Parties, taken as a whole;

(xi) a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document of each Loan Party certified as of a recent date not more than 30 days prior to the Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction;

(xii) a copy of the Governing Documents of each Loan Party, together with all amendments thereto, certified as of the Effective Date by an Authorized Officer of such Loan Party;

(xiii) an opinion of (A) Davis Polk & Wardwell LLP, special New York counsel to the Loan Parties, (B) Roetzel & Andress, local counsel with respect to the Loan Parties organized in Ohio, and (C) Morris, Nichols, Arsht & Tunnell LLP, local counsel with respect to the Loan Parties organized in Delaware, in each case, as to such customary matters as the Collateral Agent may reasonably request;

(xiv) a certificate of an Authorized Officer of each Loan Party, certifying as to the matters set forth in subsection(b), (e) and (g) of this Section 5.01;

(xv) a copy of the Financial Statements;

(xvi) a certificate of the chief financial officer of the Administrative Borrower, certifying on behalf of the Loan Parties, as to the solvency of the Loan Parties (on a consolidated basis), which certificate shall be reasonably satisfactory in form and substance to the Collateral Agent; and

(xvii) evidence of the insurance coverage required by Section 7.01(h) and the terms of each Security Agreement and such other insurance coverage with respect to the business and operations of the Loan Parties as the Agents may reasonably request, in each case, where requested by the Agents, together with evidence of the payment of all premiums due in respect thereof for such period as the Agents may reasonably request.

(xviii) concurrently with the making of the initial Loans, evidence of the payment in full of all Indebtedness under the Existing Credit Facility, together with (A) a termination and release agreement with respect to the Existing Credit Facility and all related documents, duly executed by the Loan Parties, the Existing Agent and the Existing Lenders, (B) a satisfaction of mortgage for each mortgage filed by the Existing Agent and/or the Existing Lenders on each applicable Facility, (C) a termination of security interest in intellectual property for each assignment for security recorded by the Existing Agent and/or the Existing Lenders at the United States Patent and Trademark Office or the United States Copyright Office and covering any intellectual property of the Loan Parties, that constitutes Collateral and (D) UCC-3 termination statements for all UCC-1 financing statements authorized to be filed by the Existing Agent and the Existing Lenders and covering any portion of the Collateral;

(e) Availability. After giving effect to the Transactions, Availability of the Loan Parties shall not be less than $10,000,000.

(f) Consummation of the Permitted Holder Contribution. The Agents shall have received reasonably satisfactory evidence that Parent has received the proceeds of a direct or indirect cash equity investment by certain of the Permitted Holders in an amount equal to no less than $12,500,000 (the "Permitted Holder Contribution"). On or prior to the Effective Date, there shall have been delivered to the Collateral Agent true and correct copies of all documents evidencing the contribution described above (the "Permitted Holder Contribution Documents"), as in effect on the Effective Date, and all material terms and provisions of such documents as in effect on the Effective Date shall be in form and substance reasonably satisfactory to the Agents.

(g) Leverage Ratio. After giving effect to the Transactions, the aggregate outstanding amount of the Loans shall be no greater than the lesser of (i) 3.45x Consolidated EBITDA (calculated for the trailing four quarter period ended December 31, 2019) and (ii) $185,000,000.

Section 5.02 Conditions Precedent to All Loans . The obligation of any Agent or any Lender to make any Loan after the Effective Date is subject to the fulfillment of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrowers shall have paid all fees, costs, expenses and taxes then payable by the Borrowers pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.06 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Administrative Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrowers' acceptance of the proceeds of such Loan, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan: (i) the representations and warranties contained in ARTICLE VI and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant hereto or thereto on or prior to the date of such Loan are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date in which case such representation or warranty shall be true and correct on and as of such earlier date in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date, (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made on such date and (iii) the conditions set forth in this Section 5.02 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to any Agent or any Lender.

(d) Notices. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02.

(e) Additional Conditions for Delayed Draw Term Loans. With respect to a request for Delayed Draw Term Loans after the Effective Date, (i) the General Atlantic Investment shall have been consummated, (ii) immediately before and after giving effect to the making of any Delayed Draw Term Loan, the Parent and its Subsidiaries shall be in compliance on a pro forma basis with the financial covenants set forth in Section 7.03 (without giving effect to any exercised Cure Right with respect thereto for the applicable trailing four fiscal quarter period), recomputed for the most recent fiscal quarter for which financial statements have been delivered and (iii) the Borrowers shall have delivered a certificate from an Authorized Officer certifying as to clauses 5.02(b) and 5.02(e)(i) and (ii) to the Administrative Agent, together with all calculations related thereto.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders, so long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly formed or organized, as applicable, validly existing and in good standing (to the extent applicable) under the laws of the state or jurisdiction of its formation or organization, as applicable, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrowers, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the Transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except, with respect to this clause (iii), where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties other than any such Lien that constitutes a Permitted Lien, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties except, in the case of clauses (ii)(B), (ii)(C) and (iv), as could not reasonably be expected to have a Material Adverse Effect.

(c) Governmental and Shareholder Approvals. No authorization or approval or other action by, and no notice to or filing with any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it will be party or the consummation of the Transactions contemplated by the Loan Documents, except for (x) those which have been provided or obtained on or prior to the Effective Date, (y) filings relating to the granting of Liens to, or the enforcement of rights by, the Lenders and Agents and (z) those notices of filings with any Governmental Authority, which if not obtained or made would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Loan Parties, taken as a whole.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(e) Capitalization; Subsidiaries. Schedule 6.01(e) is a complete and correct description, as of the Effective Date, of the name, jurisdiction of organization and ownership of the outstanding Equity Interests of the Parent and each Subsidiary of the Parent in existence as of the Effective Date. All of the issued and outstanding shares of Equity Interests of the Parent and its Subsidiaries have been validly issued and are fully paid and nonassessable. Except as indicated on such schedule, as of the Effective Date, all such Equity Interests of each Subsidiary of the Parent are owned by the Parent or one or more of its wholly-owned Subsidiaries, free and clear of all Liens other than Liens in favor of the Collateral Agent and Permitted Liens. Except as set forth on Schedule 6.01(e), as of the Effective Date, there are no outstanding debt or equity securities of the Parent or any of its Subsidiaries and no outstanding obligations of the Parent or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights (other than stock options granted to employees or directors and director's qualifying shares or similar nominal share to the extent required under applicable legal requirements) for the purchase or acquisition from the Parent or any of its Subsidiaries, or other obligations of any Subsidiary to issue, directly or indirectly, any shares of Equity Interests of any Subsidiary of the Parent.

(f) Litigation; Commercial Tort Claims. Except as set forth on Schedule 6.01(f), (i) there is no pending or, to the knowledge of any Loan Party, threatened (in writing) action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (A) could reasonably be expected to result in an adverse determination, and if so adversely determined, could reasonably be expected to have a Material Adverse Effect or (B) seeks to enjoin any transaction contemplated hereby or by any Loan Document and (ii) as of the Effective Date, none of the Loan Parties holds any commercial tort claims in respect of which a claim in excess of $500,000 has been filed in a court of law or a written notice by an attorney has been given to a potential defendant.

(g) Financial Condition. The Financial Statements, copies of which have been delivered to each Agent, present fairly, in all material respects, the consolidated financial position, results of operations and cash flows of Parent and its Subsidiaries for the respective periods or as of the respective dates set forth therein in accordance with GAAP, applied on a consistent basis during the periods presented, except as otherwise noted therein (subject, in the case of the unaudited consolidated balance sheet and the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows, to normal, recurring year- end adjustments and the absence of footnotes). Since December 31, 2018, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries (excluding Immaterial Subsidiaries) is in violation of (i) any of its Governing Documents or (ii) any domestic or, to the best of its knowledge, any foreign Requirement of Law to the extent that any such violation could reasonably be expected to result in a Material Adverse Effect, and, as of the Effective Date, no material default or event of default has occurred and is continuing thereunder.

(i) ERISA. Except as set forth on Schedule 6.01(i) and except as could not reasonably be expected to have a Material Adverse Effect, (i) each Employee Plan is in substantial compliance with ERISA and the Internal Revenue Code, (ii) no Termination Event has occurred or, to the knowledge of the Loan Parties, is reasonably expected to occur with respect to any Employee Plan and (iii) the most recent annual report (Form 5500 Series) with respect to each Employee Plan, including any required Schedule B (Actuarial Information) thereto, copies of which have been filed with the Internal Revenue Service and delivered to the Agents, is complete and correct in all material respects and fairly presents the funding status of such Employee Plan, and since the date of such report there has been no material adverse change in such funding status. No Employee Plan had an accumulated or waived funding deficiency in excess of $500,000. No Lien imposed under the Internal Revenue Code or ERISA exists or, to the knowledge of the Loan Parties, is likely to arise on account of any Employee Plan within the meaning of Section 412 of the Internal Revenue Code. Except as set forth on Schedule 6.01(i) and except as could not reasonably be expected to result in a Material Adverse Effect, no Loan Party or any of its ERISA Affiliates has incurred any withdrawal liability under ERISA with respect to any Multiemployer Plan, or is aware of any facts indicating that it or any of its ERISA Affiliates may in the future incur any such withdrawal liability. No Loan Party has engaged in a nonexempt prohibited transaction described in Sections 406 of ERISA or 4975 of the Internal Revenue Code. No Loan Party or any ERISA Affiliate has (i) failed to pay any required installment or other payment required under Section 412 of the Internal Revenue Code on or before the due date for such required installment or payment, (ii) engaged in a transaction within the meaning of Section 4069 of ERISA or (iii) incurred any liability to the PBGC that remains outstanding other than the payment of premiums, and there are no premium payments that have become due that are unpaid. Except as could not reasonably be expected to have a Material Adverse Effect, there are no pending or, to the best knowledge of any Loan Party, threatened claims, actions, proceedings or lawsuits (other than claims for benefits in the normal course) asserted or instituted against (i) any Employee Plan or its assets or (ii) any Loan Party with respect to any Employee Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or coverage after a participant's termination of employment, except any such plans for which the Loan Parties do not incur any material costs or expenses.

(j) Taxes, Etc. All Federal and material state and local income and other material tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been filed, or extensions have been obtained, and all material taxes, assessments and other governmental charges imposed upon any Loan Party or any property of any Loan Party in an aggregate amount for all such taxes, assessments and other governmental charges exceeding $250,000 and which have become due and payable on or prior to the date hereof have been paid, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry

any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the applicable requirements of Regulation T, U and X.

(l) Nature of Business. No Loan Party is engaged in any business other than as set forth on Schedule 6.01(l).

(m) Adverse Agreements, Etc. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which has, or in the future could reasonably be expected to have, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance with all permits, licenses, authorizations, approvals, entitlements and accreditations required for such Person lawfully to own, lease, manage or operate, or to acquire, each business currently owned, leased, managed or operated, or to be acquired, by such Person, except as could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, and there is no claim that any thereof is not in full force and effect, except as could not reasonably be expected to have a Material Adverse Effect.

(o) Properties. (i) Each Loan Party has good and marketable title to, valid leasehold interests in (other than the Leases), or valid licenses to use, all tangible property and assets material to its business, free and clear of all Liens, except Permitted Liens and, solely as to leasehold interests (other than the Leases), except to the extent the failure to have such valid leasehold interests could not reasonably be expected to have a Material Adverse Effect. All such properties and assets are in good working order and condition, ordinary wear and tear and casualty (to the extent fully covered by insurance subject to a deductible) and condemnation excepted.

(ii) Schedule 6.01(o) sets forth a complete and accurate list, as of the Effective Date, of the location, by state and street address, of all real property owned or leased by each Loan Party and identifies the interest (fee or leasehold) of such Loan Party therein and whether such real property is a "Facility". As of the Effective Date, each Loan Party has valid leasehold interests in the Leases described on Schedule 6.01(o) to which it is a party, except to the extent the failure to have such valid leasehold interests could not reasonably be expected to have a Material Adverse Effect. Each such Lease is (x) valid and enforceable in accordance with its terms in all material respects and is in full force and effect (except to the extent such Lease has terminated in accordance with its terms), except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and (y) no consent or approval of any landlord or other third party in connection with any such Lease is necessary for any Loan Party to enter into and execute the Loan Documents to which it is a party, except as set forth on Schedule 6.01(o). To the knowledge of any Loan Party, as of the Effective Date, no Loan Party has at any time delivered or received any notice of material default which remains uncured under any such Lease and, as of the Effective Date, no event has occurred which, with the giving of notice or the passage of time or both, would constitute a material default under any such Lease, except to the extent such event could not reasonably be expected to result in a Material Adverse Effect.

(p) Full Disclosure. Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that could reasonably be expected to result in a Material Adverse Effect. None of the other reports, financial statements, certificates or other written information (other than Projections) furnished by or on behalf of any Loan Party to the Agents in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), as of the date prepared, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not materially misleading. The Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections was furnished to the Lenders, and the Loan Parties are not aware of any facts or information that would lead them to believe that such Projections were incorrect or misleading in any material respect as of the Effective Date; it being understood that (1) projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (2) actual results may differ materially from the projections and such variations may be material and (3) the projections are not a guarantee of performance.

(q) Franchise Agreements.

(i) Schedule 6.01(q) sets forth, as of December 31, 2019, (A) a complete and accurate list of all material Franchise Agreements currently in effect, (B) a complete and accurate list of each of the Loan Parties' (or their predecessor franchisor's) standard forms of Franchise Agreements currently in effect for the 6 months prior to the Effective Date, including the year or years during which the applicable Loan Party (or its predecessor) used such form of Franchise Agreement, and (C) a list of all material Franchisees of the Parent or its Subsidiaries currently operating under a Franchise Agreement, together with telephone numbers and addresses.

(ii) As of the Effective Date, except as set forth on Schedule 6.01(q), each material Franchise Agreement is in full force and effect and constitutes a valid and binding obligation of the applicable Loan Party and, to the knowledge of such Loan Party, the other party thereto, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws. No Loan Party is in material breach or default thereunder, and, to the knowledge of the Loan Parties, no event has occurred and no condition or state of facts exists which, with the passage of time or the giving of notice or both, would constitute such a default or breach by the applicable Loan Party thereunder. Except as set forth on Schedule 6.01(q), there is no material term, obligation, understanding or agreement that would modify any material term of a material Franchise Agreement or any right or obligation of a party thereunder which is not reflected on the face of such material Franchise Agreement (including without limitation any offers or promises with respect to any future or contingent subsidies, rebates, discounts, advances or allowances to or for the benefit of any or all Franchisees).

(iii) As of the Effective Date, the Loan Parties' franchise disclosure documents and/or Franchise Disclosure Documents previously in effect and, to the extent applicable, currently in effect, if any: (A) materially comply and have materially complied with all applicable United States Federal Trade Commission ("FTC") franchise disclosure rules and state franchise and business opportunity sales laws in effect at such time; (B) have been timely amended to reflect any material changes or developments in the Loan Parties' franchise system, agreements, operations, financial condition, litigation matters, or other matters requiring disclosure under any applicable law; and (C) include all material documents (including audited financial statements for the applicable Person) required by any applicable law to be provided to prospective franchisees. After the Effective Date, all of the Franchises granted under the Franchise Agreements entered into after the Effective Date have been sold in material compliance with applicable law, including franchise disclosure and registration requirements. Each of the Loan Parties and their Subsidiaries are and have been in material compliance with all applicable laws relating to franchise matters.

(iv) A list of each of the Loan Parties' material Franchise Disclosure Documents for its currently offered form or forms of Franchise Agreement is set forth on Schedule 6.01(q). The Loan Parties have provided the Collateral Agent with true and complete copies of each material Franchise Disclosure Document for its currently offered form or forms of Franchise Agreement set forth on Schedule 6.01(q). As of the Effective Date, except as set forth on Schedule 6.01(q), the Loan Parties have not received any currently effective written notice of any threatened administrative, criminal or civil action against it or any persons disclosed in any of the Loan Parties' applicable Franchise Disclosure Document for its Franchise Agreements, where such threatened administrative, criminal and/or civil action alleges a violation of a franchise law, antitrust law, securities law, fraud, unfair or deceptive practices, or comparable allegations, as well as actions other than ordinary routine litigation incidental to the Loan Parties' business that are material in the context of the number of Loan Parties' Franchisees and the size, nature, or financial condition of the franchise system or the Loan Parties' business operations.

(v) As of the Effective Date, except as set forth on Schedule 6.01(q), each Loan Party has maintained an accurate accounting in all material respects with respect to any advertising funds required to be paid by any Franchisee or an advertising fund for use in connection with national or regional advertising for which it maintains accounts. All collections with respect to such advertising funds and advertising cooperatives have been collected in material accordance with the terms and conditions of each Franchise Agreement, except to the extent where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The Loan Parties have properly accounted for all payments made by each Franchisee with respect to any advertising fund or advertising cooperative, except to the extent where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. No Loan Party is aware of any allegations that any of the expenditures from any advertising fund or advertising cooperative have been improperly collected, accounted for, maintained, used or applied that could reasonably be expected to result in a Material Adverse Effect.

(r) Environmental Matters. Except as set forth on Schedule 6.01(r), (i) the operations of each Loan Party are in compliance with all Environmental Laws in all material respects; (ii) there has been no Release at any of the properties owned or operated by any Loan Party or a predecessor in interest, or, to the knowledge of the Loan Parties, at any disposal or

treatment facility which received Hazardous Materials generated by any Loan Party or any predecessor in interest which in either case could reasonably be expected to have a Material Adverse Effect; (iii) no Environmental Action has been asserted against any Loan Party or any predecessor in interest nor does any Loan Party have knowledge or notice of any threatened or pending Environmental Action against any Loan Party or any predecessor in interest which in either case could reasonably be expected to have a Material Adverse Effect; (iv) to the knowledge of the Loan Parties, no Environmental Actions have been asserted against any facilities that may have received Hazardous Materials generated by any Loan Party or any predecessor in interest which could reasonably be expected to have a Material Adverse Effect; (vi) no Loan Party has failed to report to the proper Governmental Authority any Release which is required to be so reported by any Environmental Laws which could reasonably be expected to have a Material Adverse Effect; (vii) each Loan Party holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of the business carried on by it, except for such licenses, permits and approvals as to which a Loan Party's failure to maintain or comply with could not reasonably be expected to have a Material Adverse Effect; and (viii) no Loan Party has received any notification from any Governmental Authority pursuant to any Environmental Laws that (A) any work, repairs, construction or Capital Expenditures are required to be made in respect as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto or (B) any license, permit or approval referred to above is about to be reviewed, made subject to limitations or conditions, revoked, withdrawn or terminated, in each case, except as could not reasonably be expected to have a Material Adverse Effect.

(s) Insurance. Each Loan Party keeps its property adequately insured and maintains (i) insurance to such extent and against such risks, including fire, as is customary with companies in the same or similar businesses, (ii) workmen's compensation insurance in the amount required by applicable law, (iii) public liability insurance in the amount customary with companies in the same or similar business against claims for personal injury or death on properties owned, occupied or controlled by it, and (iv) such other insurance as may be required by law. Schedule 6.01(s) sets forth a list of all insurance maintained by each Loan Party on the Effective Date.

(t) Use of Proceeds. The proceeds of the Loans shall be used to (i) pay in full the Existing Credit Facility, (ii) redeem certain existing shareholders and pay out certain minority shareholders of the Parent and its Subsidiaries, (iii) close down non-core assets, (iv) pay fees and expenses in connection with the Transactions contemplated hereby and the Loan Documents and (v) fund working capital or other corporate purposes of the Loan Parties and their Subsidiaries, except as prohibited hereunder.

(u) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, the Loan Parties on a consolidated basis are Solvent on the Effective Date and, to the actual knowledge of any Authorized Officer (without duty to investigate beyond known facts), upon the making of any Loan after the Effective Date.

(v) Location of Bank Accounts. Schedule 6.01(v) sets forth a complete and accurate list as of the Effective Date of all deposit, checking and other bank accounts, all securities and other accounts maintained with any broker dealer and all other similar accounts

maintained by each Loan Party, together with a description thereof (i.e., the bank or broker dealer at which such deposit or other account is maintained and the account number and the purpose thereof).

(w) Intellectual Property. Except as set forth on Schedule 6.01(w), each Loan Party owns or licenses or otherwise has the right to use the following material intellectual property: inventions, patents, patent applications, registered and unregistered trademarks, service marks and trade names, registered and unregistered copyrights, including software and other works of authorship, and other intellectual property rights that are necessary for and material to the conduct of its business as currently conducted. Set forth on Schedule 6.01(w) is a list as of the Effective Date of all material issued United States patents, United States patent applications, registered United States trademarks or service marks, United States trademark or service mark applications, registered United States trade names and United States copyright registrations of each Loan Party that constitute Collateral. To the knowledge of any Loan Party, no Loan Party infringes upon or violates any intellectual property rights owned by any other Person except if such Loan Party could not, as a result of such infringement or violation, reasonably be expected to suffer a Material Adverse Effect, and no claim or litigation is pending or, to the knowledge of any Loan Party, threatened in writing concerning any claim or allegation that a Loan Party has infringed upon or violated any intellectual property rights owned by any other Person, except for such claims and proceedings, which could not reasonably be expected to have a Material Adverse Effect.

(x) Material Contracts. Set forth on Schedule 6.01(x) is a complete and accurate list as of the Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and (ii) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto, except to the extent that any such default could not reasonably be expected to result in a Material Adverse Effect.

(y) Investment Company Act. None of the Loan Parties is required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(z) Employee and Labor Matters. There is (i) no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened (in writing) against any Loan Party before any Governmental Authority and no grievance or arbitration proceeding pending or threatened (in writing) against any Loan Party that arises out of or under any collective bargaining agreement, in each case that could reasonably be expected to result in a Material Adverse Effect or (ii) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or, to the knowledge of any Loan Party, threatened (in writing) against any Loan Party that could reasonably be expected to result in a Material Adverse Effect. No Loan Party has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law that remains unpaid or unsatisfied. The hours worked and payments made to employees of any Loan Party have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent that such violations could not reasonably be expected to result in a Material Adverse Effect. All material payments due from any Loan Party on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(aa) Customers and Suppliers. There exists no actual or, to the knowledge of any Loan Party, threatened (in writing) termination, cancellation or limitation of, or modification to or change in, the business relationship between (i) any Loan Party, on the one hand, and any customer or any group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any supplier or any group thereof, on the other hand, in either case with respect to clauses (i) and (ii), which could reasonably be expected to have a Material Adverse Effect.

(bb) [Intentionally Omitted].

(cc) [Intentionally Omitted].

(dd) Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN. Schedule 6.01(dd) sets forth a complete and accurate list as of the Effective Date of (i) the exact legal name of each Loan Party, (ii) the jurisdiction of organization of each Loan Party, (iii) the organizational identification number of each Loan Party (or indicates that such Loan Party has no organizational identification number), (iv) each material place of business of each Loan Party, (v) the chief executive office of each Loan Party and (vi) the federal employer identification number of each Loan Party.

(ee) Locations of Collateral. There is no location at which any Loan Party has any Collateral (except for Inventory in transit, assets at any location having a value not exceeding $500,000 in the aggregate, equipment out for repair or in use by employees in the ordinary course of business consistent with past practice and Collateral in the possession of the Collateral Agent) other than (i) those locations listed on Schedule 6.01(ee) and (ii) any other locations in the United States for which such Loan Party has provided notice to the Agents in accordance with Section 7.01(l) and, if necessary, use commercially reasonable efforts to obtain a written subordination or waiver or collateral access agreement in accordance with and to the extent required by Section 7.01(m).

(ff) Security Interests. Each Security Agreement creates in favor of the Collateral Agent, for the benefit of the Agents and the Lenders, a legal, valid and enforceable (subject to bankruptcy and creditors' rights generally) security interest in the Collateral secured thereby. Upon the filing of the UCC-1 financing statements described in Section 5.01(d) and the recording of the Collateral Assignments for Security referred to in each Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, such security interests in and Liens on the Collateral granted thereby which may be perfected by such filing shall be perfected, first priority security interests (subject to Permitted Liens), to the extent that such security interest can be perfected by such filings and recordings, and no further recordings or filings are or will be required in connection with the creation, perfection or enforcement of such security interests and Liens, other than (i) the filing of continuation statements in accordance with applicable law and (ii) the recording of the Collateral Assignments for Security pursuant to each Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, with respect to after-acquired U.S. patent and trademark applications and registrations and U.S. copyright registrations.

(gg) [Intentionally Omitted].

(hh) [Intentionally Omitted].

(ii) Anti-Money Laundering and Anti-Terrorism Laws.

(i) The Loan Parties and Subsidiaries, and to the best knowledge of any Loan Party, any controlled Affiliates of any of the Loan Parties, are and for the past six years have been in compliance in all material respects with Anti-Money Laundering and Anti-Terrorism Laws.

(ii) None of the Loan Parties, nor any Subsidiary, nor, to the best knowledge of any Loan Party, any controlled Affiliate of any of the Loan Parties, nor any officer or director of any of the Loan Parties, nor any of the Loan Parties' respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, is a Sanctioned Person.

(jj) Anti-Bribery and Anti-Corruption Laws.

(i) The Loan Parties and Subsidiaries, and to the best knowledge of any Loan Party, any controlled Affiliates of any of the Loan Parties, are and for the past five years have been in compliance in all material respects with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and the anti-bribery and anti-corruption laws of those jurisdictions in which they do business (collectively, the "Anti-Corruption Laws").

(ii) To the best knowledge of any Loan Party, except to the extent otherwise disclosed in writing to the Agents prior to the Effective Date, there are, and in the past five years have been, no allegations, pending or open investigations or pending inquiries, in each case of a Governmental Authority with regard to a potential violation of any Anti-Corruption Law by any of the Loan Parties or any of their respective current or former directors, officers, employees, principal shareholders or owners, or agents.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent, who shall then furnish such information to each Lender:

(i) as soon as available, and in any event within forty-five (45) days after the end of each fiscal quarter of the Parent and its Subsidiaries, commencing with the first fiscal quarter of the Parent and its Subsidiaries ending after the Effective Date, internally prepared consolidated and consolidating balance sheets, consolidated and consolidating statements

of operations and retained earnings and consolidated and consolidating statements of cash flows as at the end of such fiscal quarter in each case in the form prepared by the Administrative Borrower as of the Effective Date, or otherwise in form reasonably satisfactory to the Agents, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal quarter, all in reasonable detail and certified by an Authorized Officer of the Parent as fairly presenting, in all material respects, the financial position of the Parent and its Subsidiaries on a consolidated basis as at the end of such fiscal quarter and the results of operations, retained earnings and cash flows of the Parent and its Subsidiaries for such fiscal quarter, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments;

(ii) as soon as available, and in any event within one hundred and twenty (120) days after the end of each Fiscal Year of the Parent and its Subsidiaries, consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows of the Parent and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally accepted auditing standards, of independent certified public accountants of recognized standing selected by the Parent and reasonably satisfactory to the Agents (which opinion shall be without (A) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of the Parent or any of its Subsidiaries to continue as a going concern, (B) any qualification or exception (other than as a result of (x) the maturity date of any Indebtedness occurring within 12 months of the date of such audit and (y) any anticipated breach of any financial covenant contained in this Agreement) as to the scope of such audit, or (C) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 7.03);

(iii) as soon as available, and in any event within thirty (30) days after the end of each calendar month of the Parent and its Subsidiaries, commencing with the first calendar month of the Parent and its Subsidiaries ending after the Effective Date, internally prepared consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows as at the end of such fiscal month for the Parent and its Subsidiaries in each case in the form prepared by the Borrower as of the Effective Date, or otherwise in form reasonably satisfactory to the Agents, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, all in reasonable detail and certified by an Authorized Officer of the Parent as fairly presenting, in all material respects, the financial position of the Parent and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of the Parent and its Subsidiaries for such fiscal month, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments;

(iv) simultaneously with the delivery of the financial statements of the Parent and its Subsidiaries required by clauses (i) and (ii) of this Section 7.01(a), a certificate of an Authorized Officer of the Parent (a "Compliance Certificate") in substantially the form attached hereto as Exhibit E, (A) stating that such Authorized Officer has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of the Parent and its Subsidiaries during the period covered by such financial statements with a view to determining whether the Parent and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which the Parent and/or its Subsidiaries propose to take or have taken with respect thereto; and (B) attaching a schedule showing the calculation of the financial covenant specified in Section 7.03 for the applicable period;

(v) as soon as available and in any event concurrently with the delivery of the financial statements required by Section 7.01(a)(iii), sales reports, in form and detail substantially in the form attached hereto as Exhibit F, setting forth (A) the amount of same store sales per Franchised Location for such monthly period, (B) the number of Franchised Locations opened and Franchise Agreements executed for such monthly period, (C) the aggregate Franchise Collections of the Parent and its Subsidiaries for such monthly period (showing on separate lines each major category of such Franchise Collections) and (D) delinquent Franchise Collections in excess of 5% of all Franchise Collections (individually) more than 90 days past due;

~~(vi) [Intentionally Omitted];~~

(vi) as soon as available and in any event within 5 Business Days after the end of each calendar week commencing with the first calendar week ending after the First Amendment Effective Date, reports in form and detail reasonably satisfactory to the Collateral Agent and certified by an Authorized Officer of the Parent as being accurate and complete setting forth the projected cash collections and disbursements of the Loan Parties (i.e., a cash flow report) for the immediately-succeeding 13-week period (prepared on a weekly basis), together with a reconciliation of the actual cash flows of the Loan Parties, in each case, for the immediately preceding calendar week, which cash flow report shall be (x) believed by the Loan Parties at the time furnished to be reasonable, (y) prepared on a reasonable basis and in good faith, and (z) based on assumptions believed by the Loan Parties to be reasonable at the time made and upon the information then available to the Loan Parties (it being understood that (1) projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (2) actual results may differ from the projections and such variations may be material and (3) the projections are not a guarantee of performance);

(vii) as soon as available and in any event not later than 30 days after the end of each Fiscal Year, a certificate of an Authorized Officer of the Parent (A) attaching a projected annual budget for the Parent and its Subsidiaries which includes projected monthly balance sheets, profit and loss statements, income statements and statements of cash flows of the

Parent and its Subsidiaries for the immediately succeeding Fiscal Year for the Parent and its Subsidiaries (the most recently-delivered such projections being referred to herein as the "Projections"), supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, in form reasonably satisfactory to the Agents (it being agreed that Projections in substantially the form of the Projections delivered on or prior to the Effective Date are satisfactory to the Agents), and (B) certifying that the representations and warranties set forth in this Section 7.01(a)(vii) are true and correct with respect to the Projections; provided, that after a public offering of any Equity Interests of the Parent or any parent company of the Parent or after any of the foregoing otherwise have securities outstanding that cause one or more of them to become subject to the reporting obligations of the Exchange Act, the parties hereto agree that all Projections delivered after such public offering and any other financial information marked as confidential so delivered shall be treated as material non-public information and shall be subject to the confidentiality terms set forth in Section 12.20, and the Agent acknowledges on behalf of the Lenders that trading in the securities of such entities while in possession of such Projections or other material non-public information could constitute a violation of the Exchange Act;

(viii) promptly after submission to any Governmental Authority, notice of such submission, and, upon request of any Agent, all material documents and material information furnished to such Governmental Authority, in each case in connection with any investigation of any Loan Party which, to the knowledge of such Loan Party, could reasonably be expected to result in a Material Adverse Effect;

(ix) as soon as reasonably practicable, and in any event within three (3) Business Days after an Authorized Officer of any Loan Party obtains knowledge of the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Administrative Borrower setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(x) (A) as soon as reasonably practicable and in any event within ten (10) days after any Loan Party or any ERISA Affiliate thereof knows or has reason to know that (1) any Reportable Event with respect to any Employee Plan has occurred, (2) any other Termination Event with respect to any Employee Plan has occurred, or (3) an accumulated funding deficiency has been incurred or an application has been made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including installment payments) or an extension of any amortization period under Section 412 of the Internal Revenue Code with respect to an Employee Plan, a statement of an Authorized Officer of the Administrative Borrower setting forth the details of such occurrence and the action, if any, that such Loan Party proposes to take with respect thereto, in the case of (1) through (3) above, except as could not reasonably be expected to result in material liability for any Loan Party, (B) promptly and in any event within three (3) days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from the PBGC, copies of each notice received by any Loan Party or any ERISA Affiliate thereof of the PBGC's intention to terminate any Plan or to have a trustee appointed to administer any Plan, (C) promptly and in any event within ten (10) days after the filing thereof with the Internal Revenue Service if requested by any Agent, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to each Employee Plan and Multiemployer Plan, (D)

promptly and in any event within ten (10) days after any Loan Party or any ERISA Affiliate thereof knows or has reason to know that a required installment within the meaning of Section 412 of the Internal Revenue Code has not been made when due with respect to an Employee Plan and (E) promptly and in any event within three (3) days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from a sponsor of a Multiemployer Plan or from the PBGC, a copy of each notice received by any Loan Party or any ERISA Affiliate thereof concerning the imposition or amount of withdrawal liability under Section 4202 of ERISA or indicating that such Multiemployer Plan may enter reorganization status under Section 4241 of ERISA;

(xi) promptly after the commencement thereof but in any event not later than ten (10) Business Days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of the commencement of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator which could reasonably be expected to have a Material Adverse Effect;

(xii) promptly, and in any event within five (5) Business Days after any Authorized Officer of Parent or its Subsidiaries obtains knowledge thereof, notice of (a) the early termination of any Material Contract or any material portion thereof, (b) receipt by any Parent or any of its Subsidiaries of a written notice of default under any Material Contract, (c) any material amendment, supplement or other modification to any Material Contract (together with a copy thereof), and (d) any notice or other material correspondence relating to a dispute or audit threatened or initiated under any Material Contract, in each case under this subclause (d), that could reasonably be expected to have a Material Adverse Effect, and such information as the Administrative Agent may reasonably request regarding such dispute or audit and the resolution thereof;

(xiii) as soon as reasonably practicable and in any event within five (5) Business Days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party (other than with respect to a Disposition to another Loan Party);

(xiv) promptly upon receipt thereof, copies of all financial reports (including, without limitation, final management letters), if any, submitted to any Loan Party by its auditors in connection with any final annual audit of the books thereof; ~~and~~

(xv) concurrently with the delivery of financial statements required by Section 7.01(a)(iii), a detailed summary of Investments made by the Loan Parties pursuant to Section 7.02(e)(xx), including without limitation, summaries of originated and outstanding loans to franchisees, past due loans to franchisees, Studio Support (broken out by individual franchisee), and acquired franchisee locations, and otherwise in form and substance satisfactory to the Collateral Agent, and

(xvi) ~~(xv)~~ promptly upon reasonable request, such other information (other than information subject to confidentiality obligations with a third party or attorney client privilege or the sharing of which information is prohibited by applicable law, in which case, to the extent reasonably practical to provide the same, redacted summaries of such

information shall be provided) concerning the condition or operations, financial or otherwise (including a listing of Accounts Receivable and accounts payable that reflects the amount and aging thereof), of any Loan Party as any Agent may from time to time may reasonably request.

(b) Additional Guaranties and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party (other than an Excluded Subsidiary) not in existence on the Effective Date (a "New Subsidiary"), to execute and deliver to the Collateral Agent promptly and in any event within forty-five (45) days after the formation, acquisition or change in status thereof (except with respect to clause (C) below, which the Loan Parties shall have sixty (60) days to comply with, provided that the Loan Parties shall deliver the items required by clause (C) below in accordance with Section 7.01(o)),

(A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or a Guarantor,

(B) a supplement to the Security Agreement, together with (1) certificates (if any) evidencing all of the Equity Interests of such Domestic Subsidiaries owned by such New Subsidiary, (2) undated stock powers executed in blank and (3) such opinions of counsel and such approving certificate of such Subsidiaries as the Collateral Agent may reasonably request in respect of complying with any legend on any such certificate or any other matter relating to such shares,

(C) if such New Subsidiary has a fee interest in any real property that would constitute After Acquired Property with a Current Value in excess of $500,000 if it were acquired by a Loan Party, if requested by the Collateral Agent, one or more Mortgages creating on such real property a perfected, first priority Lien on such real property, a Title Insurance Policy covering such real property, a current ALTA survey thereof and a surveyor's certificate, each in form and substance reasonably satisfactory to the Collateral Agent, together with such other agreements, instruments and documents as the Collateral Agent may require under Section 7.01(o),

(D) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement or Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets (other than Excluded Assets (as defined in the Security Agreement)) of such New Subsidiary shall become Collateral for the Obligations; and

(ii) each Loan Party that is an owner of the Equity Interests of any such New Subsidiary to execute and deliver promptly and in any event within fifteen (15) Business Days after the formation or acquisition of such New Subsidiary a Pledge Amendment (as defined in the Security Agreement), together with (A) certificates (if any) evidencing all of the Equity Interests of such Subsidiary, (B) undated stock powers or other appropriate instruments of assignment executed in blank, (C) such opinions of counsel and such approving certificate of such New Subsidiary as the Collateral Agent may reasonably request in respect of complying with any

legend on any such certificate or any other matter relating to such shares and (D) such other agreements, instruments, approvals, legal opinions, or other documents reasonably requested by the Collateral Agent.

Notwithstanding anything to the contrary in the Loan Documents, in no event shall (a) any Excluded Subsidiary be required to become a Borrower or Guarantor or (b) any Loan Party be required to pledge (i) any Equity Interests of any Immaterial Subsidiary or (ii) more than 65% of the voting (and 100% of the non-voting) Equity Interests of any Foreign Subsidiary, in each case, so long as such Subsidiary remains an "Immaterial Subsidiary" or a "Foreign Subsidiary" as defined herein.

(c) Compliance with Laws, Etc. Comply, and cause each of its Subsidiaries to comply with all applicable Requirements of Law (including, without limitation, all Environmental Laws), judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing), except to the extent the failure to so comply could not reasonably be expected to have a Material Adverse Effect, such compliance to include, without limitation, (i) paying before the same become delinquent all material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any of its properties, other than any such taxes, assessments and governmental charges which are less than $250,000 or which are being contested in good faith by proper proceedings which stay the imposition of any penalty, fine or enforcement of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP and (ii) paying all material lawful claims which if unpaid might become a Lien or charge upon any of its properties, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Except as otherwise expressly permitted by this Agreement, do or cause to be done all things reasonably necessary to maintain and preserve, and cause each of its Subsidiaries (other than Immaterial Subsidiaries) to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at reasonable times and during normal business hours, and, so long as no Event of Default has occurred and is continuing, upon reasonable prior notice at the expense of the Borrowers, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts,

valuations, appraisals, Phase I Environmental Site Assessments or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives, provided, that so long as no Event of Default shall have occurred and be continuing, (x) the Loan Parties shall not be obligated to pay the fees, costs and expenses for more than one (1) such inspections of the Loan Parties conducted during each consecutive twelve (12) month period during the term of this Agreement unless the regulatory authorities to which any Lender reports requires more frequent inspections (not to exceed one (1) inspection each quarter) based upon the regulatory credit rating applicable to Borrowers and (y) the Administrative Borrower shall be given a reasonable opportunity to have a representative present at any such inspection (and if the Administrative Borrower so elects to have a representative present at such inspection, then such inspection shall be held at a time that is reasonably acceptable to both the Administrative Borrower and the Agents). The Borrowers agree to pay (i) $850 per day per examiner (not to exceed one (1) examiner and a period of three (3) Business Days so long as no Event of Default has occurred and is continuing) plus the examiner's reasonable and documented out-of-pocket costs and expenses incurred in connection with all such visits, audits, inspections, appraisals, valuations and field examinations and (ii) the reasonable and documented out-of-pocket cost of all visits, audits, inspections, appraisals, valuations and field examinations conducted by a third party on behalf of the Agents. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person with the agents and representatives of any Agent in accordance with this Section 7.01(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries (except for Immaterial Subsidiaries) to maintain and preserve, all of its material properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty and condemnation excepted, and comply, and cause each of its Subsidiaries (except for Immaterial Subsidiaries) to comply, at all times with the material provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent any such noncompliance could not reasonably be expected to result in a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, hazard and rent insurance) with respect to its properties (including all real properties leased or owned by it, and except, in the case of any leased real property, to the extent maintenance of insurance is the responsibility of any landlord under the lease with respect thereto) and business, in such amounts, subject to such deductibles and self-insurance retentions, and covering such risks as is required by any Governmental Authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Agents and the Lenders, as its interests may appear, under a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as the Agents may reasonably require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies; provided, however, that (i) each Agent hereby agrees that the terms of the Loan Parties' insurance certificates (and not the endorsements) in effect on the Effective Date are satisfactory to each Agent and (ii) payments made under such policies with respect to the

Collateral shall be subject to Section 2.05(c)(viii). All certificates of insurance are to be delivered to the Collateral Agent (with copies thereof to the Administrative Agent), with the loss payable and additional insured endorsement in favor of the Collateral Agent and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than thirty (30) days' prior written notice to the Agents of the exercise of any right of cancellation (ten (10) days' prior written notice in the case of non-payment). If any Loan Party or any of its Subsidiaries fails to maintain such insurance, any Agent may, upon prior written notice to the Administrative Borrower, arrange for such insurance, but at the Borrowers' expense and without any responsibility on such Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations, in each case, which are necessary or useful in the proper conduct of its business, except where the failure to obtain, maintain and preserve could not reasonably be expected to result in a Material Adverse Effect.

(j) Environmental. (i) Keep any property either owned or operated by it or any of its Subsidiaries free of any Environmental Liens; (ii) comply in all material respects, and cause each of its Subsidiaries to comply in all material respects, with all Environmental Laws and provide to the Collateral Agent any documentation of such compliance which the Collateral Agent may reasonably request; (iii) provide the Agents written notice within five (5) days of any Release of a Hazardous Material in excess of any reportable quantity from or onto property at any time owned or operated by it or any of its Subsidiaries and take any Remedial Actions required by Environmental Laws to abate said Release; and (iv) provide the Agents with written notice within ten (10) days of the receipt of any of the following: (A) notice that an Environmental Lien has been filed against any property of any Loan Party or any of its Subsidiaries; (B) commencement of any Environmental Action or notice that an Environmental Action will be filed against any Loan Party or any of its Subsidiaries; and (C) notice of a violation, citation or other administrative order, in each case which could reasonably be expected to have a Material Adverse Effect.

(k) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may reasonably require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, to the extent contemplated by the other Loan Documents, (ii) to subject to valid and perfected first priority Liens (subject to Permitted Liens) on any of the Collateral or any other property of any Loan Party and its domestic Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better

assure, convey, grant, collaterally assign, transfer and confirm unto each Agent, and each Lender the rights, in each case, now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent, upon the occurrence and during the continuance of an Event of Default, to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(l) Change in Collateral Locations; Collateral Records. (i) Give the Agents not less than ten (10) days' prior written notice of any change in the location of any Collateral (other than (i) Inventory in transit, (ii) assets at any location having a value not exceeding $500,000 in the aggregate, (iii) equipment out for repair or in use by employees in the ordinary course of business consistent with past practice, (iv) Collateral in the possession of the Collateral Agent and (v) Collateral moved to a location set forth on Schedule 6.01(ee) (as amended from time to time by written notice to the Collateral Agent)).

(m) Landlord Waivers. At any time any Collateral with a book value in excess of $500,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party (whether such real property is now existing or acquired after the Effective Date) which is not owned by a Loan Party, upon the written request of the Collateral Agent, use commercially reasonable efforts to obtain written subordinations or waivers ("Landlord Waivers"), in form and substance reasonably satisfactory to the Collateral Agent, of all present and future Liens to which the owner or lessor of such premises may be entitled to assert against the Collateral.

(n) Subordination. Cause all Indebtedness and other obligations now or hereafter owed by it to any of its Subsidiaries that are not Loan Parties, to be subordinated in right of payment and security to the Indebtedness and other Obligations owing to the Agents and the Lenders pursuant to the Intercompany Subordination Agreement.

(o) After Acquired Real Property. Upon the acquisition by it or any of its Domestic Subsidiaries that is a Loan Party after the date hereof of any Material Real Estate Asset (each such interest being an "After Acquired Property"), as soon as reasonably practicable so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property after taking into account any liabilities with respect thereto that impact such fair market value. The Collateral Agent shall notify such Loan Party within ten (10) Business Days of receipt of notice from the Administrative Borrower whether it intends to require any of the Real Property Deliverables referred to below. Upon receipt of such notice, the Loan Party that has acquired such After Acquired Property shall furnish to the Collateral Agent as promptly as reasonably practicable the following, each in form and substance reasonably satisfactory to the Collateral Agent: (i) a Mortgage with respect to such real property and related assets located at the After Acquired Property, duly executed by such Loan Party and in recordable

form; (ii) evidence of the recording of the Mortgage referred to in clause (i) above in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to create and perfect a valid and enforceable first priority lien on the After Acquired Property purported to be covered thereby (subject to Permitted Liens) or to otherwise protect the rights of the Agents and the Lenders thereunder, (iii) a Title Insurance Policy, (iv) a survey of such real property, certified to the Collateral Agent and to the issuer of the Title Insurance Policy by a licensed professional surveyor reasonably satisfactory to the Collateral Agent, provided that an existing survey shall be acceptable if sufficient for the applicable title insurance company to remove the standard survey exception and issue survey-related endorsements, (v) if requested, Phase I Environmental Site Assessments with respect to such real property, certified to the Collateral Agent by a company reasonably satisfactory to the Collateral Agent, and (vi) such other documents reasonable and customary or instruments (including guarantees and enforceability opinions of counsel) as the Collateral Agent may reasonably require (clauses (i)-(vi), collectively, the "Real Property Deliverables"). The Borrowers shall pay all reasonable and documented out-of-pocket fees and expenses, including reasonable and documented out-of-pocket fees and expenses of one outside counsel and one local counsel in each relevant jurisdiction, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(o).

(p) Fiscal Year. Cause the Fiscal Year of the Parent and its Subsidiaries to end on December 31st of each calendar year unless the Agents consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(q) Franchise Matters. (i) Comply in all material respects with all of its material obligations under the Franchise Agreements to which it is a party; (ii) appear in and defend any action challenging the validity or enforceability of any Franchise Agreement, except for such actions which, individually or in the aggregate, have not had and could not reasonably be expected to result in a Material Adverse Effect; (iii) give prompt notice to the Collateral Agent of (A) any written notice of default given by such Loan Party under any Franchise Agreement with respect to any Franchisee-operated Franchised Locations that generates more than $350,000 in revenues for the Loan Parties in the last Fiscal Year of the Loan Parties, (B) any written notice by a Franchisee with respect to any Franchisee-operated Franchised Locations that generates more than $350,000 in revenues for the Loan Parties in the last Fiscal Year of the Loan Parties that terminates or threatens to terminate such Franchise Agreement or withhold any payments under such Franchise Agreement, together with a copy or statement of any information submitted or referenced in support of such notices and any reply by the Loan Party or its Subsidiary, and (C) any notice or other communication received by it in which any other party to any Franchise Agreement declares a breach or default by a Loan Party or Subsidiary of any material term under such Franchise Agreement; (iv) provide Franchisees and prospective Franchisees with a Franchise Disclosure Document or other disclosure statement of similar import as required by 16 C.F.R. 436, and (v) promptly upon any material amendment, revision or modification (except for any new, modified, terminated or expired Franchise Agreement in the ordinary course of business) to the information on Schedule 6.01(q), deliver an updated Schedule 6.01(q) to the Collateral Agent.

(r) [Intentionally Omitted].

(s) Post-Closing Obligations. As promptly as practicable, and in any event within the number of days after the Effective Date specified on Schedule 7.01(s) (or, upon

the reasonable discretion of the Collateral Agent, at such other date specified by the Collateral Agent), the Loan Parties will deliver all documents and take all actions set forth on Schedule 7.01(s).

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan, or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor (other than an unauthorized financing statement (or the equivalent thereof) that names it or any of its Immaterial Subsidiaries as debtor so long as such unauthorized financing statement is promptly terminated after the Loan Parties obtain knowledge thereof); sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) while the Obligations remain outstanding, other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions. Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act (the "Act") or any comparable transaction under any similar law, or convey, sell, lease or sublease, transfer or otherwise dispose of, whether in one transaction or a series of related transactions, all or any part of its business, property or assets, whether now owned or hereafter acquired, or permit any of its Subsidiaries (other than Immaterial Subsidiaries) to do any of the foregoing; provided, however, that

(i) (w) any wholly-owned Subsidiary of any Loan Party and any Loan Party (other than the Parent) may be merged, consolidated, amalgamated or liquidated into such Loan Party (other than the Parent) or another wholly-owned Subsidiary of such Loan Party, or may consolidate or amalgamate with another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 10 Business Days' prior written notice of such merger, amalgamation, liquidation or consolidation, (C) no Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, amalgamation, liquidation or consolidation in any material respect, and (E) in the case of any merger or consolidation involving a Loan Party, the surviving Subsidiary, if any, is joined as a Loan Party hereunder (to the extent not already a Loan Party) pursuant to a Joinder Agreement and is a party to a Security Agreement and the Equity Interests of such

Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, amalgamation, liquidation or consolidation; (x) any Immaterial Subsidiary may be dissolved or merged with and into a Loan Party so long as upon the dissolution of such Immaterial Subsidiary, the Loan Parties shall provide the Administrative Agent a certificate of an Authorized Officer of the Administrative Borrower attaching all documentation authorizing and evidencing the dissolution or merger of such Immaterial Subsidiary; (y) any Subsidiary that is not a Loan Party may merge or consolidate with another Subsidiary that is not a Loan Party or, if the surviving entity is or becomes a Loan Party, with a Subsidiary that is a Loan Party; and (z) a merger, dissolution, liquidation or consolidation, the purpose of which is to effect a Disposition permitted pursuant to Section 7.02(e);

(ii) any Loan Party and its Subsidiaries may (A) sell, assign or transfer Inventory in the ordinary course of business, and (B) make Permitted Dispositions, provided that the Net Cash Proceeds of such Permitted Dispositions, in all cases, are applied pursuant to the terms of Section 2.05(c)(v), if applicable; provided further, that each of the Administrative Agent and the Collateral Agent agrees that (x) a Loan Party's liability (whether as a Borrower, Guarantor or "Grantor" under the Security Agreement) in respect of the Obligations shall be automatically terminated in the event (and upon the consummation of) the sale or other disposition of such Loan Party as permitted hereunder and (y) it shall take such actions as are reasonably requested by the Administrative Borrower and at the Administrative Borrower's expense to terminate the Liens and security interests created under the Loan Documents with respect to such Loan Party;

(iii) any Loan Party and its Subsidiaries may consummate a Permitted Acquisition; and

(iv) any Loan Party and any Subsidiary of any Loan Party may consummate a transaction permitted by Section 7.02(e).

(d) Change in Nature of Business. Make, or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make any loan, advance, guarantee of obligations, other extension of credit or capital contributions to, or hold or invest in or commit or agree to hold or invest in, or purchase or otherwise acquire or commit or agree to purchase or otherwise acquire any shares of the Equity Interests, bonds, notes, debentures or other securities of, or make or commit or agree to make any other investment in, any other Person or purchase all or substantially all of the assets of any other Person (each an "Investment"), or permit any of its Subsidiaries to do any of the foregoing, except for:

(i) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof that are materially adverse to the interests of the Lenders,

(ii) (A) loans and advances by a Loan Party or non-Loan Party Subsidiary to a Loan Party, provided that such loans and advances by a non-Loan Party to a Loan

Party shall be subordinated in right of payment to the Obligations and shall be subject to the Intercompany Subordination Agreement and (B) loans and advances by a non-Loan Party Subsidiary to any other non-Loan Party Subsidiary,

(iii) Investments made by a Loan Party after the Effective Date in or to non-Loan Party Subsidiaries in an aggregate amount not to exceed $250,000 at any time outstanding; provided that (A) such Investments made after the Effective Date under this clause (iii) shall not be made unless (1) no Event of Default has occurred and is continuing or would result from such Investments and (2) Availability plus Qualified Cash is greater than $5,000,000 immediately before and after giving effect to such Investments and (B) the owner of the Equity Interests of such non-Loan Party Subsidiary complies with the requirements of Sections 7.01(b)(ii) with respect to the pledge of the Equity Interests of such non-Loan Party Subsidiary,

(iv) advances to officers, directors and other employees of the Loan Parties in an aggregate outstanding amount at any one time not in excess of $250,000,

(v) extensions of trade credit in the ordinary course of business,

(vi) Investments in cash and Cash Equivalents (including deposits and other accounts in which such cash and Cash Equivalents are maintained),

(vii) Permitted Acquisitions and intercompany Investments among and between the Loan Parties and Subsidiaries of any Loan Party that directly result in a Permitted Acquisition,

(viii) Permitted Investments,

(ix) Investments consisting of Permitted Indebtedness;

(x) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business to the extent permitted by Section 7.02(o), and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors in the ordinary course of business,

(xi) Investments arising directly out of the receipt by the Loan Parties of non-cash consideration for any sale of assets permitted under Section 7.02(c); provided, that such non-cash consideration shall in no event exceed 25% of the total consideration received for such sale,

(xii) Investments in the ordinary course of business consisting of indorsements for collection or deposit and customary trade arrangements with customers consistent with past practices,

(xiii) advances made in connection with purchases of goods or services in the ordinary course of business,

(xiv) Indebtedness constituting an Investment to the extent permitted under Section 7.02(b),

(xv) capitalization or forgiveness of any debt owed by a Loan Party to another Loan Party,

(xvi) holding of Investments to the extent such Investments reflect an increase in the value of the Investments,

(xvii) Investments consisting of earnest money required in connection with a Permitted Acquisition or other Investment,

(xviii) Investments held by a Person that becomes a Loan Party or a Subsidiary of a Loan Party (or is merged, amalgamated or consolidated with or into a Loan Party or a Subsidiary of a Loan Party) after the Effective Date to the extent that such Investments (1) existed prior to such Person becoming a Loan Party or a Subsidiary of a Loan Party and (2) were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation,

(xix) Investments funded with proceeds of Equity Interests (other than, in the case of Parent, Disqualified Equity Interests) or capital contributions to, or paid for with equity of, Parent (other than capital contributions funded with the proceeds of Indebtedness incurred by any Loan Party or a Subsidiary of a Loan Party), ~~and~~

(xx) Investments consisting of acquired franchisee locations, Studio Support and loans to franchisees (such loans to be on terms set forth in Schedule 7.02(e)(xx)); provided (i) with respect to Investments consisting of acquired franchisee locations, such locations are resold within 12 months of purchase, (ii) ~~the aggregate amount of such Investments shall not exceed $3,000,000 at any time outstanding, (iii~~ such Investments in the form of loans to franchisees shall be funded solely during the period commencing on the First Amendment Effective Date and ending on the last day of the eighteenth month following the First Amendment Effective Date, in an aggregate amount not to exceed (A) from the First Amendment Effective Date until the first anniversary of the First Amendment Effective Date, $6,000,000 at any time outstanding, (B) from the day after the first anniversary of the First Amendment Effective Date until the second anniversary of the First Amendment Effective Date, $5,000,000 at any time outstanding, (C) from the day after the second anniversary of the First Amendment Effective Date until December 31, 2023, $2,500,000 at any time outstanding and (D) after December 31, 2023, $500,000 at any time outstanding, (iii) such Investments in the form of acquired franchisee locations and Studio Support shall be funded solely during the period commencing on the First Amendment Effective Date until the first anniversary of the First Amendment Effective Date, in an aggregate amount not to exceed $4,000,000, (iv) on a pro forma basis, after giving effect to the consummation of the proposed ~~acquisition,~~ Investment, (A) the Loan Parties shall be in pro forma compliance with the covenants set forth in Section 7.03 hereof and ~~(v~~ (B) with respect to

Investments in the form of loans to franchisees, Availability plus Qualified Cash of the Loan Parties shall be greater than or equal to $5,000,000, (v) no Event of Default shall exist either before or after giving effect to such Investment~~;~~**, and (vi) the aggregate amount of such Investments in any individual franchisee shall not exceed (A) with respect to loans to such franchisee, $250,000 at any time outstanding, and (B) with respect to Investments consisting of acquired franchisee locations and Studio Support, $100,000 at any time outstanding;**

(xxi) Investments consisting of the purchase of minority Equity Interests in Subsidiaries; so long as (A) the aggregate amount of such Investments so purchased shall not exceed (1) $3,500,000 at any time prior to an initial public offering of the Parent (or any parent company of the Parent) and (2) $5,000,000 at any time after such initial public offering, (B) on a pro forma basis, after giving effect to any such Investment, (1) no Event of Default has occurred and is continuing or would result from such Investment, and (2) Availability plus Qualified Cash (excluding any amounts in funding market accounts) shall be greater than $12,000,000 and (C) Consolidated EBITDA for the most recent trailing four fiscal quarter period for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv) shall be greater than $60,000,000; and

(xxii) other Investments in an aggregate outstanding amount at any one time not exceeding $750,000 in any Fiscal Year.

(f) [Intentionally Omitted].

(g) [Intentionally Omitted].

(h) Restricted Payments. (i) Declare or pay any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Act or any comparable transaction under any similar law, (ii) make any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (iii) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (iv) return any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or make any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (v) pay any management fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting or other services agreement (in each case excluding compensation, including bonuses, indemnities and expense reimbursement under customary employment arrangements) to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party (clauses (i) through (v), a "Restricted Payment"); provided, however,

(A) (1) To the extent each of Parent and Borrower is treated as a partnership or disregarded entity for United States federal income tax purposes, each Loan Party

may make distributions to Parent to permit Parent to promptly make distributions to its equity holders, in each case, at least quarterly, in an aggregate amount not to exceed the product of (A) the estimated or actual taxable income (if any) of Parent, as determined for federal income tax purposes, computed without regards to any basis adjustment pursuant to Section 734, 743 or 754 of the Internal Revenue Code and any applicable comparable provision of state, local and foreign income tax law and (B) the sum of the maximum federal, state and local income tax rates applicable to any direct or indirect equity owner of Parent, reflecting any reduced rate applicable to any special class of income that is in effect for such taxable period and (2) for any taxable period (or portion thereof) for which Parent or Borrower or any of their Subsidiaries are members of a consolidated, combined, unitary or similar income tax group for U.S. federal or applicable foreign, state or local income tax purposes of which an entity other than Borrower or any of its Subsidiaries is the common parent (a "Tax Group"), Borrower may make distributions to Parent, for Parent to pay, or to permit Parent to promptly make distributions up the chain of ownership to such common parent to pay, the portion of any U.S. federal, foreign, state or local income taxes (as applicable) of such Tax Group for such taxable period that are attributable to the net taxable income of the Borrower and/or its Subsidiaries, provided that, solely for purposes of this clause (2), for each taxable period, the amount of such payments made in respect of such taxable period in the aggregate will not exceed the amount that the Borrower and the applicable Subsidiary or Subsidiaries, as applicable, would have been required to pay in respect of such net taxable income as stand-alone taxpayers or a stand-alone Tax Group (each of the distributions described in clauses (1) and (2), "Tax Distributions"); provided that (x) any Tax Distribution made with respect to estimated income taxes shall be made no earlier than 10 days prior to the due date of such estimated income taxes (assuming that the recipient of such Tax Distribution is a corporation); (y) any Tax Distribution made with respect to a final income tax return to be filed with respect to any year shall be made no earlier than 10 days prior to the due date of such income tax return (assuming the recipient of such Tax Distribution is a corporation); and (z) to the extent that the aggregate Tax Distributions made by the Parent with respect to any calendar year or portion thereof in accordance with the preceding clauses (x) and (y) exceed the income tax liability of the Parent determined in accordance with the foregoing provisions of this definition (including as a result of the estimates of the Parent's net taxable income during such year exceeding the Parent's actual net taxable income for such year), then any such excess shall be carried forward and reduce Tax Distributions made for later years;

(B) the Subsidiaries of the Parent may pay dividends or make distributions to the Administrative Borrower or the Parent in amounts necessary to enable the Administrative Borrower or the Parent to pay (i) customary expenses arising in the ordinary course of the Administrative Borrower's or the Parent's business solely as a result of its ownership and operation of the other Loan Parties and their respective Subsidiaries, (ii) ordinary course corporate operating expenses (including salaries and related reasonable and customary expenses incurred by or allocated to employees of the Administrative Borrower or the Parent) and other fees and expenses required to maintain its corporate existence, (iii) reasonable fees and out-of-pocket expenses related to its compliance with or actions which are expressly permitted under the terms of this Agreement and the other Loan Documents and (iv) reasonable fees and expenses incurred in connection with any debt or equity offering by Parent to the extent the proceeds thereof are (or, in the case of an unsuccessful offering, were intended to be) used for the benefit of the Loan Parties, whether or not completed; provided that the aggregate amount of such dividends and distributions in any Fiscal Year to the Parent under subparts (i)-(iv) of this clause (B) shall not exceed $500,000;

(C) reasonable and customary indemnities provided to, and reasonable and customary fees paid to, members of the board of directors of Parent;

(D) the Subsidiaries of Parent may make dividends and distributions to Parent solely to enable Parent to pay, and Parent may pay (1) Permitted Management Fees and (2) reasonable out-of-pocket expense reimbursements and indemnities to the Sponsor and other Permitted Holders incurred in connection with management of Parent and its Subsidiaries in an aggregate amount not exceeding $250,000 in any Fiscal Year;

(E) Parent and its Subsidiaries may make dividends and distributions to the extent permitted by Section 7.02(l) or 7.02(j)(ix).

(F) so long as no Event of Default has occurred and is continuing or would result therefrom and so long as Availability plus Qualified Cash (both before and immediately after giving effect to such repurchase or redemption) is not less than $5,000,000, the Loan Parties and their Subsidiaries may repurchase, redeem, retire or otherwise acquire for value Equity Interests (including any stock appreciation rights in respect thereof) of the Loan Parties from current or former employees, directors or officers, provided that the aggregate cash payments in respect of such repurchases, redemptions, retirements and acquisitions shall not exceed the sum of (i) $500,000 after the Effective Date and (ii) any proceeds received by a Loan Party during such Fiscal Year from the sale or issuance of Equity Interests of Parent to directors, officers or employees of a Loan Party or a Subsidiary of a Loan Party in connection with permitted employee compensation and incentive arrangements;

(G) [Intentionally Omitted];

(H) each Loan Party and each Subsidiary of a Loan Party may makenon- cash repurchases of Equity Interests deemed to occur upon exercise of stock options or similar equity incentive awards if such Equity Interest represents a portion of the exercise price of such options or similar equity incentive awards; and

(I) (i) after an initial public offering and so long as no Event of Default has occurred and is continuing or would result therefrom (1) any Restricted Payment the proceeds of which will be used to pay listing fees and other costs and expenses attributable to being a publicly traded company which are reasonable and customary, including Public Company Costs and (2) Restricted Payments not to exceed up to 6.00% per annum of the Net Cash Proceeds received by (or contributed to) Parent and its Subsidiaries from such public offering and (ii) after any public equity issuance following the occurrence of an initial public offering, 100% of the Net Cash Proceeds of such public equity issuance.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under and in a manner that violates the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or

exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) as necessary or desirable for the prudent operation of its business and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, (ii) transactions (x) with another Loan Party and (y) between Subsidiaries that are not Loan Parties, (iii) transactions expressly permitted under this Agreement, (iv) sales of Equity Interests of the Parent to Affiliates of the Parent not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) the payment of fees and expenses in connection with the consummation of the Transaction, (vi) entering into employment and severance arrangements between Parent, any other Loan Party and their Subsidiaries and their respective officers and employees, (vii) other transactions set forth on Schedule 7.02(j), (viii) the payment of customary fees and reimbursement of reasonable out-of-pocket costs of, and customary indemnities provided to or on behalf of, directors, officers and employees of Parent, the other Loan Parties and their Subsidiaries in the ordinary course of business or to their Affiliates and (ix) payments by the Borrower and Parent to fund payments to satisfy obligations of Xponential Fitness, Inc. under the Tax Receivable Agreement, including pursuant to any early termination thereof.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents, and any other agreement or document evidencing Subordinated Indebtedness;

(B) any agreements in effect on the date of this Agreement and described on Schedule 7.02(k);

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), any agreement setting forth customary restrictions on the subletting, assignment or transfer of any property or asset that is a lease, license, conveyance or contract of similar property or assets;

(E) in the case of clause (iv) any agreement, instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) restricting on customary terms the transfer of any property or assets subject thereto;

(F) in the case of clause (iv), restrictions contained in an agreement related to the sale of such property that limits the transfer of such property pending the consummation of such sale; or

(G) in the case of clause (iv), restrictions with respect to a Subsidiary of Parent imposed pursuant to an agreement that has been entered into in connection with the disposition of all or substantially all of (x) the Equity Interests of such Subsidiary or (y) the assets of such Subsidiary.

(l) Limitation on Issuance of Equity Interests. Except as otherwise permitted by this Agreement (including under clause (j) of the definition of Permitted Dispositions), issue or sell or enter into any agreement or arrangement for the issuance and sale of, or permit any of its Subsidiaries to issue or sell or enter into any agreement or arrangement for the issuance and sale of, any shares of its Equity Interests, any securities convertible into or exchangeable for its Equity Interests or any warrants; provided that (x) the Parent or any other Loan Party may issue Equity Interests or Qualified Equity Interests to any Permitted Holder, any other Loan Party, any officer or director of a Loan Party or, solely with respect to the Parent, to any other Person so long as (i) no Change of Control would result therefrom and (ii) the requirements of Section 2.05(c)(vi) are satisfied and (y) Subsidiaries of Parent may issue additional Equity Interests to other Subsidiaries or Loan Parties, so long as the requirements of Section 4 of the Security Agreement and/or Section 7.01(b), if applicable, with respect to the pledge and delivery of such Equity Interests to the Collateral Agent are satisfied.

(m) Modifications and Prepayments of Subordinated Indebtedness, Amendments to Governing Documents; Certain other Changes.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Subordinated Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Subordinated Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made earlier than the date originally scheduled on, such Subordinated Indebtedness, would increase the interest rate applicable to such Subordinated Indebtedness, would change the subordination provision, if any, of such Subordinated Indebtedness, or would otherwise be materially adverse to the Lenders in any respect,

(ii) except for (x) the Obligations or (y) any Indebtedness owing by a Subsidiary of a Loan Party to a Loan Party or to another Subsidiary of a Loan Party if the obligor is not a Loan Party, make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Subordinated Indebtedness (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Subordinated Indebtedness when due), or refund, refinance, replace or exchange any other Indebtedness for any such Subordinated Indebtedness (except to the extent such Indebtedness is otherwise expressly permitted by the definition of "Permitted Indebtedness"

or such transaction is a Permitted Refinancing), make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Subordinated Indebtedness in violation of the subordination provisions thereof or any subordination agreement with respect thereto, or make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Subordinated Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event in violation of the subordination provisions thereof or any subordination agreement with respect thereto;

(iii) other than with respect to Immaterial Subsidiaries, amend, modify or otherwise change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN, except that a Loan Party or a Subsidiary of a Loan Party may (A) change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN in connection with a transaction permitted by Section 7.02(c) and (B) change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN upon at least ten (10) days' (or such shorter period agreed to by the Collateral Agent) prior written notice by the Administrative Borrower to the Collateral Agent of such change and so long as, at the time of such written notification, such Person provides all information reasonably required in connection with financing statements or fixture filings necessary to perfect and continue perfected the Collateral Agent's Liens; or

(iv) other than with respect to Immaterial Subsidiaries, amend, modify or otherwise change any of its Governing Documents, including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it, with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements (excluding any amendments permitting a "plan of division" under the Act or any comparable transaction under any similar law) pursuant to this clause (iv) that could not reasonably be expected to have a Material Adverse Effect.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to be required to register under the Investment Company Act of 1940, as amended, by virtue of being an "investment company" not entitled to an exemption within the meaning of such Act.

(o) Franchise Agreements. (i) Enter into additional Franchise Agreements after the date hereof unless such Franchise Agreements are entered into in the ordinary course of such Loan Party's business (which shall include, for the avoidance of doubt, new lines of business substantially similar or related to the Loan Parties' existing lines of business); (ii) waive or release any Franchisee from the observance or performance of any material monetary obligation which exceeds, in the aggregate, $250,000 per fiscal quarter to be performed under the terms of the Franchise Agreement to which such Franchisee is a party, or any liability on account of any material representation or warranty given thereunder which may reasonably be expected to result in a Material Adverse Effect, without the prior written consent of the Collateral Agent; (iii) amend, supplement or terminate any Franchise Agreement, without the prior written consent of the Collateral Agent, except, in the case of subsections (ii) and (iii), for such waivers, releases, or

amendments, supplements or terminations (as applicable) which, individually or in the aggregate, have not had and could not reasonably be expected to result in a Material Adverse Effect; or (iv) terminate and permanently close more than twenty five (25) Franchised Locations during any Fiscal Year or fifty (50) Franchised Locations in the aggregate after the Effective Date. For the avoidance of doubt, a Franchised Location will not be deemed "permanently closed" for purposes of the preceding clause (iv) if such Franchised Location is re-opened for business by either a Loan Party or a Franchisee within thirty (30) days after the date on which it was closed.

(p) Properties. Permit any material portion of any property to become a fixture with respect to real property for which a Loan Party is a lessee under the applicable lease agreement or to become an accession with respect to other personal property with respect to which real or personal property the Collateral Agent does not have a valid and perfected first priority Lien (subject to Permitted Liens) or has not used commercially reasonable efforts to obtain a written subordination or waiver in accordance with Section 7.01(m).

(q) ERISA. Except where any failure to comply could not reasonably be expected to result in a Material Adverse Effect: (i) Engage, or permit any Subsidiary to engage, in any transaction described in Section 4069 of ERISA; (ii) engage in any prohibited transaction described in Section 406 of ERISA or Section 4975 of the Internal Revenue Code for which a statutory or class exemption is not available or a private exemption has not previously been obtained from the U.S. Department of Labor; (iii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides health or welfare benefits to employees after termination of employment other than as required by Section 601 of ERISA or applicable law or as could not reasonably be expected to give rise to any material liability for any Loan Party; (iv) fail to make any contribution or payment to any Multiemployer Plan that it may be required to make under any agreement relating to such Multiemployer Plan, or any law pertaining thereto; or (v) fail, or permit any ERISA Affiliate to fail, to pay any required installment or any other payment required under Section 412 of the Internal Revenue Code on or before the due date for such installment or other payment.

(r) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials at any property owned or leased by it or any of its Subsidiaries, except in compliance in all material respects with Environmental Laws.

(s) [Intentionally Omitted].

(t) Parent as Holding Company. Permit the Parent to incur any Indebtedness for borrowed money (other than Indebtedness arising under the Loan Documents), own or acquire any assets (other than the Equity Interests of other Loan Parties and Subsidiaries or any assets incidental thereto and other assets with de minimis fair market value) or engage itself in any operations or business (other than actions required for compliance with, or are expressly permitted under, the Loan Documents, activities in connection with or in preparation for an initial public offering, entry into and performance of the Tax Receivable Agreement, including pursuant to any early termination thereof and other activities incidental to being a holding company).

(u) Amendments to Material Contracts. Agree to any material amendment or other material change to or material waiver of any of its rights under any Material Contract in any manner that, taken as whole, would be materially adverse to the interests of any Loan Party or the Lenders.

(v) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien (other than Permitted Liens) in favor of the Agents or the Lenders upon any of its property or revenues, whether now owned or hereafter acquired, except the following: (i) this Agreement, the other Loan Documents, and any other agreement or document evidencing Subordinated Indebtedness, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement or that expressly permits Liens for the benefit of the Lenders and the Agents with respect to the Loans and the Obligations under the Loan Documents on a senior basis without the requirement that such holders of such Indebtedness be secured by such Liens on an equal and ratable basis, (iii) arise pursuant to applicable Requirements of Law, or arise in connection with any Disposition permitted by Section 7.02(c) and is applicable solely to the property subject to such Disposition, (iv) customary restrictions in leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions only relate to the assets subject thereto, and (v) customary provisions restricting assignment or transfer contained in any permit or license, issued by a Government Authority.

(w) Anti-Money Laundering and Anti-Terrorism Laws.

(i) None of the Covered Entities or agents, shall:

(A) conduct any business or engage in any transaction or dealing with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person in violation of any of the Anti-Money Laundering and Anti-Terrorism Laws;

(B) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to the OFAC Sanctions Programs in violation of any of the Anti-Money Laundering and Anti-Terrorism Laws;

(C) use any of the proceeds of the transactions contemplated by this Agreement to finance, promote or otherwise support in any manner (i) any Sanctioned Person or (ii) any illegal activity, including, without limitation, any violation of the Anti-Money Laundering and Anti-Terrorism Laws or any specified unlawful activity as that term is defined in the Money Laundering Control Act of 1986, 18 U.S.C. §§ 1956 and 1957; or

(D) violate, attempt to violate, or engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, any of the Anti-Money Laundering and Anti-Terrorism Laws.

(ii) None of the Loan Parties, nor any Covered Entity of any of the Loan Parties, nor any officer, director or principal shareholder or owner of any of the Loan

Parties, nor any of the Loan Parties' respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, shall be or shall become a Sanctioned Person.

(x) Anti-Bribery and Anti-Corruption Laws. None of the Loan Parties shall offer, promise, pay, give, or authorize the payment or giving of any money, gift or other thing of value, directly or indirectly, to or for the benefit of any Foreign Official for the purpose of: (1) influencing any act or decision of such Foreign Official in his, her, or its official capacity; or (2) inducing such Foreign Official to do, or omit to do, an act in violation of the lawful duty of such Foreign Official, or (3) securing any improper advantage, in order to obtain or retain business for, or with, or to direct business to, any Person.

(y) Accounting Methods. Significantly modify or change, or permit any of its Subsidiaries to significantly modify or change, its method of accounting or accounting principles from those utilized in the preparation of the Financial Statements (other than as may be required to conform to GAAP).

Section 7.03 Financial Covenant. So long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Total Leverage Ratio.

(i) Commencing with the fiscal quarter ending March 31, 2020, at any time prior to the funding of the Delayed Draw Term Loan, permit the Total Leverage Ratio of the Parent and its Subsidiaries (on a consolidated basis) for each period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries (on a consolidated basis) for which the last quarter ends on a date set forth below to be greater than the applicable ratio set forth below opposite such date:

Fiscal Quarter End	Total Leverage Ratio
~~March 31, 2020~~	~~3.30:1.00~~
June 30, 2020	~~3.45~~5.00:1.00
September 30, 2020	~~3.70~~7.81:1.00
December 31, 2020	~~3.97~~17.10:1.00
March 31, 2021	~~3.73~~24.08:1.00
June 30, 2021	~~3.38~~11.24:1.00
September 30, 2021	~~3.57~~6.74:1.00

Fiscal Quarter End	Total Leverage Ratio
December 31, 2021	~~3.06~~4.91:1.00
March 31, 2022	~~2.72~~4.61:1.00
June 30, 2022	~~2.45~~4.43:1.00
September 30, 2022	4.25:1.00
December 31, 2022	4.00:1.00
~~September 30, 2022~~March 31, 2023 and each fiscal quarter ended thereafter	~~2.5~~3.00:1.00

(ii) Commencing with the fiscal quarter in which the funding of the Delayed Draw Term Loan has occurred, permit the Total Leverage Ratio of the Parent and its Subsidiaries (on a consolidated basis) for each period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries (on a consolidated basis) for which the last quarter ends on a date set forth below to be greater than the applicable ratio set forth below opposite such date:

Fiscal Quarter End	Total Leverage Ratio
March 31, 2020	3.57:1.00
June 30, 2020	3.72:1.00
September 30, 2020	4.00:1.00
December 31, 2020	4.29:1.00
March 31, 2021	4.03:1.00
June 30, 2021	3.66:1.00
September 30, 2021	3.85:1.00
December 31, 2021	3.30:1.00
March 31, 2022	2.94:1.00
June 30, 2022	2.65:1.00
September 30, 2022 and each fiscal quarter ended thereafter	2.50:1.00

(iii) Notwithstanding anything contained in this Agreement to the contrary, CARES Act Indebtedness shall be disregarded for all purposes of calculating the Total Leverage Ratio pursuant to this Agreement; provided, that any portion of such CARES Act Indebtedness that is not forgiven pursuant to, and in accordance with the CARES Act, (x) shall not be so disregarded and (y) shall be deemed to have been incurred as of the date of the funding of such CARES Act Indebtedness, in each case, for the purposes of calculating the Total Leverage Ratio pursuant to this Agreement.

ARTICLE VIII

CASH MANAGEMENT AND OTHER COLLATERAL MATTERS

Section 8.01 Cash Management Arrangements. (a) Subject to clause (d) below, the Loan Parties shall establish and maintain cash management services of a type that is substantially consistent with past practice or on terms reasonably satisfactory to the Agents at one or more of the banks set forth on Schedule 8.01 (each a "Cash Management Bank") solely in connection with the Cash Management Accounts.

(b) Subject to Section 7.01(s), the Loan Parties shall with respect to each Cash Management Account (other than an Excluded Account), deliver to the Collateral Agent a shifting Account Control Agreement with respect to such Cash Management Account. At all times prior to the occurrence of an Event of Default, the Loan Parties shall have full access to the cash on deposit in the Cash Management Accounts, and the Collateral Agent agrees not to deliver a control notice or take any other action to control the Cash Management Accounts unless and until an Event of Default has occurred and is continuing. The Collateral Agent further agrees that if an Event of Default is waived by the Required Lenders, the Collateral Agent shall provide notice to the Cash Management Bank and take all other commercially reasonable actions necessary to revert control of such Cash Management Accounts to the Loan Parties.

(c) Upon the terms and subject to the conditions set forth in an Account Control Agreement with respect to a Cash Management Account, all amounts received in such Cash Management Account shall at the Administrative Agent's direction be wired each Business Day into the Administrative Agent's Account, except that, so long as no Event of Default has occurred and is continuing, the Administrative Agent will not direct the Cash Management Bank to transfer funds in such Cash Management Account to the Administrative Agent's Account.

(d) So long as no Event of Default has occurred and is continuing, the Borrowers may amend Schedule 8.01 to add or replace a Cash Management Bank or Cash Management Account; provided, however, that prior to the date that is sixty (60) days following the date of the opening of such Cash Management Account, each Loan Party and such prospective Cash Management Bank shall have executed and delivered to the Collateral Agent an Account Control Agreement.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default. If any of the following Events of Default shall occur and be continuing:

(a) any Borrower shall fail to pay (i) any principal of any Loan or any Agent Advance when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), or (ii) any interest on any Loan or any Agent Advance or any fee, indemnity or other amount payable under this Agreement or any other Loan Document when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure to pay any amount described in clause (ii) shall continue for three (3) Business Days;

(b) any representation or warranty made by any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any report, certificate or other document delivered to any Agent or any Lender pursuant to any Loan Document, which representation or warranty is subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any respect when made; or any representation or warranty made by any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any report, certificate or other document delivered to any Agent or any Lender pursuant to any Loan Document, which representation or warranty is not subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any material respect when made;

(c) any Loan Party shall fail to perform or comply with (i) any covenant or agreement contained in subsections (a), (d) (with respect to the Loan Parties) and (f) of Section 7.01, or any covenant or agreement contained in Section 7.02, Section 7.03 (provided, that it is expressly understood and agreed that any breach of Section 7.03 is subject to the provisions of Section 9.02 and the cure right set forth therein) or ARTICLE VIII, (ii) any covenant or agreement contained in subsections (b), (h), (l), (n), (p) and (q) of Section 7.01, and such failure, if capable of being remedied, shall remain unremedied for a period of fifteen (15) Business Days after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall been given by any Agent to such Loan Party;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for thirty (30) days after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) shall fail to pay any of its Indebtedness (excluding Indebtedness evidenced by this Agreement) having an aggregate principal amount outstanding in excess of $1,500,000 (plus any applicable interest and legal costs and expenses incurred in connection therewith), or any payment of principal, interest or premium thereon, when due (whether by scheduled maturity, required

prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace or cure period (it being agreed that the minimum grace period for any non-accelerated Indebtedness shall be ten (10) Business Days), if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of sixty (60) days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof or solely as a result of an action or failure to act on the part of the Agents) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is a party thereto, or a proceeding shall be commenced by any such Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Agreement, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason (other than release by the Collateral Agent pursuant to the terms hereof or thereof or the failure of the Agents to make required filings or take required actions based on accurate information timely provided by the Loan

Parties) fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral with a fair market value of more than $1,500,000 in the aggregate purported to be covered thereby;

(j) [Intentionally Omitted];

(k) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could without further action by any court result in a judgment, order or award) for the payment of money exceeding $1,500,000 in the aggregate, shall be rendered against any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) and remain unpaid, undischarged or unsatisfied and either (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement, (ii) there shall be a period of thirty (30) consecutive days after entry thereof during which a stay of enforcement of any such judgment, order, award or settlement, by reason of a pending appeal or otherwise, shall not be in effect, or (iii) at any time during which a stay of enforcement of any such judgment, order, award or settlement, by reason of a pending appeal or otherwise, is in effect, such judgment, order, award or settlement is not bonded in the full amount of such judgment, order, award or settlement; provided, however, that any such judgment, order, award or settlement shall not give rise to an Event of Default under this subsection (k) if and for so long as (A) the amount of such judgment, order, award or settlement is covered by a valid and binding policy of insurance between the defendant and the insurer covering full payment thereof (other than any deductible) or an amount sufficient to lower the exposure below $1,500,000 and (B) such insurer has been notified, and has not disputed the claim made for payment, of the amount of such judgment, order, award or settlement;

(l) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting all or any material part of its business for more than thirty (30) consecutive days if such injunction, restraint or other prevention could reasonably be expected to result in a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any material license or material permit now held or hereafter acquired by any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary), if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, of any Loan Party or any of its Subsidiaries (other than Immaterial Subsidiaries) under any criminal statute, or commencement of criminal or civil proceedings against any Loan Party or any of its Subsidiaries (other than Immaterial Subsidiaries), pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the Collateral of such Person if such criminal or civil proceedings could reasonably be expected to have a Material Adverse Effect;

(o) any Loan Party or any of its ERISA Affiliates shall have made a complete or partial withdrawal from a Multiemployer Plan (as such term is defined in Part I of

Subtitle E of Title IV of ERISA), and, as a result of such complete or partial withdrawal, any Loan Party is reasonably expected to be required to pay a withdrawal liability in an annual amount exceeding $2,500,000 in the aggregate; or a Multiemployer Plan enters reorganization status under Section 4241 of ERISA, and, as a result thereof any Loan Party is reasonably expected to be required to pay annual contributions with respect to such Multiemployer Plan in an annual amount exceeding $2,500,000 in the aggregate;

(p) any Termination Event with respect to any Employee Plan shall have occurred, and, thirty (30) days after notice thereof shall have been given to any Loan Party by any Agent, (i) such Termination Event (if correctable) shall not have been corrected, and (ii) the then current value of such Employee Plan's vested benefits exceeds the then current value of assets allocable to such benefits in such Employee Plan by more than $2,500,000 in the aggregate (or, in the case of a Termination Event involving liability under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 or 4975 of the Internal Revenue Code, the liability is in excess of such amount) and, in the case of clauses (i) or (ii), any Loan Party is reasonably expected to be required to fund or pay such liability; ~~or~~

(q) a Change of Control shall have occurred; or

(r) a Sponsor Guaranty Event of Default shall have occurred and be continuing;

then, and in any such event and anytime thereafter during the continuance of such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Administrative Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) declare all or any portion of the Loans then outstanding to be due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the Applicable Prepayment Premium (if any) with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection(f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents shall become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party. The Loan Parties expressly waive the provisions of any present or future statute of or law that prohibits or may prohibit the collection of the foregoing Applicable Prepayment Premium in connection with any acceleration.

Section 9.02 Cure Right. In the event that the Borrowers fail to comply with the requirements of the financial covenant set forth in Section 7.03 (a "Curable Default"), until the expiration of the 10th Business Day after the date on which financial statements are required to be

delivered with respect to the applicable fiscal quarter (the "Required Contribution Date"), (i) the Parent shall have the right to issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of the Parent, and, in each case, to contribute any such contributions to the capital of the Borrowers or (ii) the Loan Parties and/or their Permitted Holders cause a contribution to be made in the form of Subordinated Indebtedness issued by any Loan Party, and in each case with respect to clauses (i) and (ii), apply the amount of the proceeds thereof to increase Consolidated EBITDA with respect to such applicable quarter (the "Cure Right"); provided that (a) such proceeds are actually received by the Borrowers no later than 10 Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, (b) such proceeds do not exceed the aggregate amount necessary to cure (by addition to Consolidated EBITDA) such Event of Default under Section 7.03 for such period, (c) the Cure Right shall not be exercised more than two times in any four fiscal quarter period and five times during the term of the Loans, (d) the Cure Right shall not be exercised in consecutive fiscal quarters, (e) such proceeds (1) for any individual Cure Right shall not exceed 20% of Consolidated EBITDA for the most recent trailing four fiscal quarter period for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv) and (2) in the aggregate for all Cure Rights during the term of this Agreement shall not exceed $10,000,000, and (f) such proceeds shall be applied to prepay the Loans in accordance with Section 2.05(c)(ix). Until the Required Contribution Date, neither Agent nor any Lender shall impose the Post-Default Rate, accelerate the Obligations, terminate the Revolving Credit Commitment or exercise any enforcement remedy against the Loan Parties or any of their Subsidiaries or any of their respective properties solely as a result of the existence of the applicable Curable Default. If, after giving effect to the foregoing pro forma adjustment (but not, for the avoidance of doubt, giving pro forma adjustment to any repayment of Indebtedness in connection therewith), the Borrowers are in compliance with the financial covenant set forth in Section 7.03, the Borrowers shall be deemed to have satisfied the requirements of such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 7.03 that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Section 7.03 and shall not result in any adjustment to any amounts other than the amount of the Consolidated EBITDA referred to in the immediately preceding sentence; provided that such adjustment to the amount of the Consolidated EBITDA shall apply to subsequent calculations under Section 7.03 measuring such fiscal quarter with respect to which the Cure Right was exercised. Notwithstanding anything to the contrary contained in this Section 9.02, during the period commencing on the First Amendment Effective Date until the Agents and the Lenders have received financial statements and a Compliance Certificate pursuant to Section 7.01(a)(i) and (iv) for the covenant testing period ending on December 31, 2022, the Loan Parties shall be permitted to exercise the Cure Right one time with respect to any Curable Default; provided, that (A) the minimum amount of proceeds funded with respect to such Cure Right shall be the greater of (x) $2,500,000 and (y) 2 times the amount necessary to cure (by addition to Consolidated EBITDA) such Event of Default under Section 7.03 for such period, (B) the entire amount of such proceeds shall be applied to prepay the Loans in accordance with Section 2.05(c)(ix) and (C) the portion of such proceeds added to Consolidated EBITDA shall not exceed the aggregate amount necessary to cure (by addition to Consolidated EBITDA) such Event of Default under Section 7.03 for such period. For the avoidance of doubt, the First Amendment Contribution (as defined in the First Amendment) shall not constitute the exercise of a Cure Right for purposes of this Agreement and the other Loan Documents.

ARTICLE X

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints, authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto, including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to such Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and agreements received by such Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agents shall not have any liability to the Lenders for any Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute (subject to Section 12.02 of this Agreement) or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans and Agent Advances, for such Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by such Agent of the rights and remedies specifically authorized to be exercised by such Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; and (viii) subject to Section 10.03 of this Agreement, to take such action as such Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to such Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations) together with such powers as are reasonably incidental thereto to carry out the purposes hereof and thereof. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without limitation, enforcement or collection of the Loans), the Agents shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders, and such instructions of the Required Lenders shall be binding upon all Lenders and all makers of Loans; provided, however, that the Agents shall not be required to take any action which, in the reasonable opinion of any Agent, exposes such Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 10.02 Nature of Duties; Delegation. (a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral without reliance upon the Administrative Agent or any other Lender or any of their Related Parties, and neither the Agents nor any of their Related Parties shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, each Agent shall provide to such Lender any documents or reports delivered to such Agent by the Loan Parties pursuant to the terms of this Agreement or any other Loan Document. If any Agent seeks the consent or approval of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) to the taking or refraining from taking any action hereunder, such Agent shall send notice thereof to each Lender. Each Agent shall promptly notify each Lender any time that the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) have instructed such Agent to act or refrain from acting pursuant hereto.

(a) Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any of its Related Parties or any other trustee, co-agent or Person (including any Lender). Any such Related Party, trustee,co- agent and other Person shall benefit from this ARTICLE X to the extent provided by the applicable Agent.

Section 10.03 Rights, Exculpation, Etc. The Agents and their Related Parties shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until the Agents receive written notice of the assignment or transfer thereof, pursuant to Section 12.07 hereof, signed by such payee and in form reasonably satisfactory to the Agents; (ii) may consult with legal counsel (including, without limitation, counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event

of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectibility of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The Agents shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 4.04, and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender to whom payment was due but not made, shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders (unless unanimity is required). Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (unless unanimity is required).

Section 10.04 Reliance. Each Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 10.05 Indemnification. To the extent that any Agent or any Related Party of the foregoing is not reimbursed and indemnified by any Loan Party, the Lenders will reimburse and indemnify such Agent and such Related Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent and such Related Parties in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by such Agent and such Related Parties under this Agreement or any of the other Loan Documents, in proportion to each Lender's Pro Rata Share (including, for the avoidance of doubt, that such Pro Rata Share shall include the Affiliated Lender's share of Loans held or deemed to be held by such Affiliated Lender), including, without limitation, advances and disbursements made pursuant to Section 10.08; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final non-appealable judicial determination that such liability resulted from such Agent's or such Related Parties gross negligence or willful misconduct. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein, any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with any Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent. (a) Any Agent may at any time give at least 30 days prior written notice of its resignation to the Lenders and the Administrative Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Administrative Borrower, to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent. Whether or not a successor Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by such Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such retiring Agent shall instead be made by or to each Lender directly, until such time, if any, as a successor Agent shall have been appointed as provided for above. Upon the acceptance of a successor's Agent's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 12.04 and Section 12.05 shall continue in effect for the benefit of such retiring Agent, its sub- agents and their respective Related Parties in respect of any actions taken or omitted to be taken by it while the retiring Agent was acting as Agent.

Section 10.08 Collateral Matters.

(a) Either Agent may from time to time while an Event of Default has occurred and is continuing make such disbursements and advances ("Agent Advances") which such Agent, in its sole discretion, deems necessary or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Borrowers of the Loans and other Obligations or to pay any other amount chargeable to the Borrowers pursuant to the terms of this Agreement, including, without limitation, costs, fees and expenses as described in Section 12.04; provided that the aggregate outstanding amount of the Agent Advances shall not exceed $2,000,000 at any time.

The Agent Advances shall be repayable on demand and be secured by the Collateral and shall bear interest at a rate per annum equal to the rate then applicable to Revolving Loans that are Reference Rate Loans. The Agent Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 4.02. Each Agent making an Agent Advance shall notify the other Agent, each Lender and the Administrative Borrower in writing of each such Agent Advance, which notice shall include a description of the purpose of such Agent Advance. Without limitation to its obligations pursuant to Section 10.05, each Lender agrees that it shall make available to such Agent, upon such Agent's demand, in Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Agent Advance. If such funds are not made available to such Agent by such Lender, such Agent shall be entitled to recover such funds on demand from such Lender, together with interest thereon for each day from the date such payment was due until the date such amount is paid to such Agent, at the Federal Funds Effective Rate for three (3) Business Days and thereafter at the Reference Rate.

(b) The Lenders hereby irrevocably authorize the Collateral Agent to (1) release any Lien granted to or held by the Collateral Agent upon any Collateral (i) in accordance with the express terms of the Loan Documents; (ii) upon termination of the Total Commitment and payment and satisfaction of all Loans and all other Obligations in accordance with the terms hereof; or (iii) (x) constituting property being sold or disposed of in the ordinary course of any Loan Party's business and otherwise in compliance with the terms of this Agreement and the other Loan Documents; (y) constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or (z) if approved, authorized or ratified in writing by the Lenders or (2) subordinate any Lien on any property granted to or sold by the Collateral Agent to the holder of any Lien on property that is permitted to be subordinated pursuant to the definition of "Permitted Liens". Upon request by the Collateral Agent at any time, the Lenders shall confirm in writing the Collateral Agent's authority to release or subordinate particular types or items of Collateral pursuant to this Section 10.08(b).

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release or subordinate Collateral conferred upon the Collateral Agent under Section 10.08(b). Upon receipt by the Collateral Agent of confirmation from the Lenders of its authority to release or subordinate any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Agents and the Lenders upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral under any Loan Document

or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and representative of the Agents and the Lenders (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Debtor Relief Law (including Section 363 of the Bankruptcy Code), to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Money Laundering and Anti-Terrorism Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties (including each Affiliated Lender), and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each inspection report with respect to the Parent or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding the Parent and its Subsidiaries and will rely significantly upon the Parent's and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding the Parent and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.20, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrowers, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by any such Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.13 Collateral Custodian. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent or its designee may at any time and from time to time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent or its designee who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to, and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever the Collateral Agent or its designee may reasonably request to preserve the Collateral. All costs and expenses incurred by the Collateral Agent or its designee by reason of the employment of the custodian shall be the responsibility of the Borrowers and charged to the Loan Account.

Section 10.14 Collateral Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due to the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent andits agents and counsel, and any other amounts due to the Collateral Agent hereunder and under the other Loan Documents.

ARTICLE XI
GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrowers now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of any Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding), fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrowers, being the "Guaranteed Obligations"), and agrees to pay (without duplication of any amounts payable under Section 12.04) any and all reasonable and documented out-of-pocket expenses (including reasonable and documented out-of-pocket fees and expenses of one outside counsel and one local counsel in each relevant jurisdiction) incurred by the Agents and the Lenders in enforcing any rights under the guaranty set forth in this ARTICLE XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrowers to the Agents and the Lenders under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Borrower. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Hedge Liabilities. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any bankruptcy, insolvency or other similar law.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Agents or the Lenders with respect thereto. Each Guarantor agrees that this ARTICLE XI constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this ARTICLE XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this ARTICLE XI shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Agent or any Lender;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (other than the defense of payment, but including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Agents or the Lenders that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This ARTICLE XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Agents, the Lenders or any other Person upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this ARTICLE XI and any requirement that the Agents or the Lenders exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Agent or any Lender to seek payment or recovery of any amounts owed under this ARTICLE XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Agent or any Lender protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Agents and the Lenders shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this ARTICLE XI, and acknowledges that this ARTICLE XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This ARTICLE XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the payment in full of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Agents, and their successors, pledgees,

transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments and its Loans owing to it) to any other Person to the extent otherwise permitted hereunder, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this ARTICLE XI, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Agents and the Lenders against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) shall have been paid in full and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) and the Final Maturity Date, such amount shall (A) to the extent Guaranteed Obligations are outstanding, be held in trust for the benefit of the Agents and the Lenders, as applicable, and shall forthwith be paid to the Agents and the Lenders, as applicable, to be credited and applied to such Guaranteed Obligations, in accordance with the terms of this Agreement or (B) promptly be returned to the party which paid such amount. If (i) any Guarantor shall make payment to the Agents and the Lenders of all or any part of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations), (ii) all of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) shall be paid in full and (iii) the Final Maturity Date shall have occurred, the Agents and the Lenders will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Guaranty. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Guaranty such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date.

"Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to the sum of (a) its pro rata portion of the aggregate amount paid or distributed on or before such date by any Guarantor under this Guaranty in respect of the Guaranteed Obligations and (b) its pro rata portion of Deficits with respect to the other Guarantors, if any, in each case subject to its Maximum Contribution Amount (such amounts under clauses (a) or (b) in excess of the Maximum Contribution Amount with respect to any Guarantor, "Deficits").

"Maximum Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Guaranty that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Maximum Contribution Amount" with respect to any Guarantor for purposes of this Section 11.06, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor.

"Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Guaranty (including, without limitation, in respect of this Section 11.06), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.06. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.06 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.06.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

(a) Notices Generally. All notices and other communications provided for hereunder shall be in writing and shall be mailed (certified mail, postage prepaid and return receipt requested) or delivered by hand, Federal Express or other reputable overnight courier, if to any Loan Party, at the following address:

Snapdragon Capital Partners LLC 17
Palmer Lane
Riverside, CT 06878
Attention: Mark Grabowski
Telephone: 646-321-0134
Email: markg@snapdragoncap.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017

Attention: Joe Hadley
Telephone: 212-450-4007
E-mail: joseph.hadley@davispolk.com

if to the Agents, to it at the following address:

Cerberus Business Finance Agency, LLC
875 Third Avenue
New York, New York 10022
Attention: Timothy Fording
Telephone: (212) 891-2147
E-mail: tfording@cerberus.com

in each case, with a copy to:

Schulte Roth & Zabel LLP 919 Third Avenue
New York, New York 10022
Attention: ~~Eliot L. Relles~~Christopher O. Bell, Esq.
Telephone: (212) 756-2000
Email: ~~eliot.relles~~chris.bell@srz.com

or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01. All such notices and other communications shall be effective, (i) if mailed (certified mail, postage prepaid and return receipt requested), when received or three (3) days after deposited in the mails, whichever occurs first, (ii) if emailed, in accordance with Section 12.01(c), or (iii) if delivered by hand, Federal Express or other reputable overnight courier, upon delivery, except that notices to any Agent pursuant to ARTICLE II shall not be effective until received by such Agent, as the case may be.

(b) Electronic Communications. Each party hereto may, in its discretion, by written notice to the other parties hereto decline to accept any or all notices and other communications to it hereunder by electronic communications.

(c) Unless the Administrative Agent otherwise prescribes, (A) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (B) notices or communications posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (A), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

Section 12.02 Amendments, Etc. (a) No amendment or waiver of any provision of this Agreement or any other Loan Document (excluding the Fee Letter), and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed (x) in the case of an amendment, consent or waiver to cure any ambiguity, omission, defect or inconsistency or granting a new Lien for the benefit of the Agents and the Lenders or extending an existing Lien over additional property, by the Agents and the Borrower, and (y) in the case of any other amendment, consent or waiver, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, provided, however, that no amendment, waiver or consent shall (i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of each Lender, or postpone or extend any scheduled date fixed for any payment (which shall in no event include any mandatory prepayment) of principal of, or interest or fees on, the Loans without the written consent of any Lender affected thereby (including the Affiliated Lenders), (ii) [Intentionally Omitted], (iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender (other than the Affiliated Lenders), (iv) amend the definition of "Excluded Hedge Liability" (or any defined term used therein or any provision expressly relating to Excluded Hedge Liabilities), "Required Lenders" or "Pro Rata Share" without the written consent of each Lender (other than the Affiliated Lenders), (v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Secured Parties, or release any Borrower or any Guarantor without the written consent of each Lender (other than the Affiliated Lenders), or (vi) amend, modify or waive Section 4.04 or this Section 12.02 of this Agreement without the written consent of each Lender (other than the Affiliated Lenders).

Notwithstanding the foregoing, (A) no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents, (B) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Final Maturity Date of such Loan held by the Defaulting Lender may not be extended without the consent of such Defaulting Lender, (C) unless otherwise set forth above in this Section 12.02, the Affiliated Lenders shall not be entitled to vote on any amendment, waiver, consent or other matter under this Agreement, and (D) for the purposes of voting on amendments, waivers and consents with respect to the Loan Documents, the Defaulting Lenders and the Affiliated Lenders shall be deemed not to be "Lenders" and the Loans held by the Affiliated Lenders and Defaulting Lenders shall be deemed to be zero.

(b) If (A)(i) any action to be taken by the Lenders hereunder requires the unanimous consent, authorization, or agreement of all of the Lenders (other than the Affiliated Lenders), (ii) the Required Lenders have consented to such action and (iii) a Lender other than the Collateral Agent or Administrative Agent, fails to give its consent, authorization, or agreement, or (B) any Lender requests reimbursement under Section 2.08 or Section 4.05 (each of the Lenders described in clauses (A) and (B), a "Holdout Lender"), then the Administrative Borrower upon at least five (5) Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute Replacement Lenders reasonably

acceptable to the Collateral Agent, and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and the Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or penalty. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 12.07(b). Until such time as the Replacement Lender shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of the Loans.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Attorneys' Fees. The Borrowers shall pay promptly, and in any event within ten (10) Business Days of delivery of an invoice, all reasonable and documented out-of-pocket costs and expenses incurred by or on behalf of each Agent (and, without duplication, in the case of clauses (b) through (j) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable and documented out-of-pocket fees, costs, client charges and expenses of one outside counsel and one local counsel in each relevant jurisdiction for the Agents (and, without duplication, in the case of clauses (b) through (j) below, each Lender), accounting, due diligence, searches and filings and other miscellaneous disbursements arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to inSection 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of the Agents' or any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party under the Loan Documents, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral, in connection with

this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party or Guarantor under the Loan Documents, (j) all liabilities and costs arising from or in connection with the past, present or future operations of any Loan Party involving any damage to real or personal property or natural resources or harm or injury alleged to have resulted from any Release of Hazardous Materials on, upon or into such property, (k) any Environmental Liabilities and Costs incurred in connection with the investigation, removal, cleanup and/or remediation of any Hazardous Materials present or arising out of the operations of any Facility of any Loan Party, (l) any Environmental Liabilities and Costs incurred in connection with any Environmental Lien, (m) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (n) the receipt by any Agent or, in the case of clauses (b) through (i) above, any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrowers agree to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents, and (y) if the Borrowers fail to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrowers. The obligations of the Borrowers under this Section 12.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent or such Lender to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not such Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured. Each Agent and each Lender agrees to notify such Loan Party promptly after any such set-off and application made by such Agent or such Lender provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents and the Lenders under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void and no Lender may assign or transfer any of its rights hereunder or under the other Loan Documents except (i) to an assignee in accordance with the provisions of Section 12.07(b) and (ii) by way of participation in accordance with the provisions ofSection 12.07(i).

(b) Each Lender may with the written consent of the Collateral Agent, assign to (i) one or more Eligible Transferees and (ii) if an Event of Default under Sections 9.01(a), (f) or (g) has occurred and is continuing, one or more Ineligible Institutions, in each case, all or a portion of its rights and obligations under this Agreement with respect to all or a portion of its Term Loan Commitment, its Revolving Credit Commitment, any portion of the Term Loans made by it and any portion of the Revolving Loans made by it (provided that assignments to Affiliated Lenders shall not require the consent of the Collateral Agent); provided, however, that (i) any such assignment under clause (x) shall require the prior consent of the Administrative Borrower (which consent shall not be unreasonably withheld, conditioned or delayed nor shall it be required during the existence of an Event of Default), (ii) such assignment is in an amount which is at least $5,000,000 or a multiple of $1,000,000 in excess thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (x) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (y) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof), (iii) except as provided in the last sentence of this Section 12.07(b), the parties to each such assignment shall execute and deliver to each Agent, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Collateral Agent, for the benefit of the Collateral Agent, a processing and recordation fee of $5,000 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender) and (iv) no written consent of the Collateral Agent, the Administrative Agent or the Administrative Borrower shall be required (1) in connection with any assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (2) if such assignment is in connection with any merger, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender. Upon such execution, delivery and acceptance, from and after the effective date specified in each Assignment and Acceptance and recordation on the Register, which effective date shall be at least three (3) Business Days after the delivery thereof to the Collateral Agent (or such shorter period as shall be agreed to by the Collateral Agent and the parties to such assignment), (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto). Notwithstanding anything to the contrary contained in this Section 12.07(b), a Lender (including, for the avoidance

of doubt, an Affiliated Lender) may assign any or all of its rights under the Loan Documents to an Affiliate of such Lender or a Related Fund of such Lender without delivering an Assignment and Acceptance to the Agents or to any other Person (a "Related Party Assignment"); provided, however, that (I) the Borrowers and the Administrative Agent may continue to deal solely and directly with such assigning Lender until an Assignment and Acceptance has been delivered to the Administrative Agent for recordation on the Register, (II) the Collateral Agent may continue to deal solely and directly with such assigning Lender until receipt by the Collateral Agent of a copy of the fully executed Assignment and Acceptance pursuant to Section 12.07(e), (III) the failure of such assigning Lender to deliver an Assignment and Acceptance to the Agents shall not affect the legality, validity, or binding effect of such assignment, and (IV) an Assignment and Acceptance between the assigning Lender and an Affiliate of such Lender or a Related Fund of such Lender shall be effective as of the date specified in such Assignment and Acceptance and recordation on the Related Party Register referred to in the last sentence of Section 12.07(d) below. Notwithstanding the foregoing or anything to the contrary set forth herein, no assignment shall be made at any time to any Defaulting Lender or any of its Subsidiaries or Affiliates, or any Person who, upon becoming a Lender would constitute a Defaulting Lender.

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(d) The Administrative Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain, or cause to be maintained at the Payment Office, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon) (the "Registered Loans") owing to each Lender from time to time. Subject to the second to last sentence of this

Section 12.07(d), the entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrowers, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Administrative Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice. In the case of an assignment pursuant to the last sentence of Section 12.07(b) as to which an Assignment and Acceptance is not delivered to the Administrative Agent, the assigning Lender shall, acting solely for this purpose as a non- fiduciary agent of the Borrowers, maintain, or cause to be maintained, a register (the "Related Party Register") comparable to the Register on behalf of the Borrowers. The Related Party Register shall be available for inspection by the Borrowers and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance, and subject to any consent required from the Administrative Agent or the Collateral Agent pursuant to Section 12.07(b) (which consent of the Collateral Agent must be evidenced by the Collateral Agent's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register and provide to the Collateral Agent a copy of the fully executed Assignment and Acceptance.

(f) A Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register or the Related Party Register (and each registered note shall expressly so provide). Any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register or the Related Party Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any, evidencing the same), the Agents shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered on the Register as the owner thereof for the purpose of receiving all payments thereon, notwithstanding notice to the contrary.

(g) In the event that any Lender sells participations in a Registered Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrowers, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Registered Loans held by it and the principal amount (and stated interest thereon) of the portion of the Registered Loan that is the subject of the participation (the "Participant Register"). A Registered Loan (and the registered note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Administrative Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(h) Any Non-U.S. Lender who purchases or is assigned or participates in any portion of such Registered Loan shall comply with Section 2.08(d).

(i) Each Lender may sell participations to (x) one or more Eligible Transferees and (y) if an Event of Default under Sections 9.01(a), (f) or (g) has occurred and is continuing, one or more Ineligible Institutions, in each case, in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged and that any such participant shall not be entitled to receive any greater payment or benefit hereunder than such Lender would have been entitled to receive with respect to the participation sold to such participant unless the sale of such participation is made with the Administrative Borrower's prior written consent; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrowers, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Loans, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or any Loan Party (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be entitled to the benefits of Section 2.08, subject to the obligations and limitations set forth thereunder; provided that the Administrative Borrower shall be notified of such participation and such participant shall agree, for the benefit of the Borrowers, to comply with Section 2.08(d) of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it was a Lender.

(j) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to, or other indebtedness issued by, such Lender pursuant to a securitization transaction (including any structured warehouse credit facility, collateralized loan obligation transaction or similar facility or transaction, and including any further securitization of the indebtedness or equity issued under such a transaction) (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect a Securitization, including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or any Securitization.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party may request

in writing that parties delivering an executed counterpart of this Agreement by electronic mail also deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADMINISTRATIVE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01 AND TO THE SECRETARY OF STATE OF THE STATE OF NEW YORK, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. THE LOAN PARTIES AGREE THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY, EACH AGENT AND THE LENDERS HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY, EACH AGENT AND THE LENDERS HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender (other than an Affiliated Lender), in its reasonable discretion, with or without any reason.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Agent or any Lender for repayment or recovery of any amount or amounts received by such Agent or such Lender in payment or on account of any of the Obligations, such Agent or such Lender shall give prompt notice of such claim to each other Agent and Lender and the Administrative Borrower, and if such Agent or such Lender repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Agent or such Lender or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Agent or such Lender with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Agent or such Lender hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Agent or such Lender.

Section 12.15 Indemnification.

(a) General Indemnity. In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Agent and each Lender and all of their respective Related Parties (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable and documentedout-of-pocket costs and expenses (including, without limitation, reasonable and documented out-of-pocket costs and expenses of one outside counsel and one local counsel in each relevant jurisdiction) incurred by such Indemnitees (taken as a whole), whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document or of any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrowers under this Agreement or the other Loan Documents, including, without limitation, the management of any such Loans, (iii) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter (x) caused by the gross negligence or willful misconduct of such Indemnitee as determined by a finalnon-appealable judgment of a court of competent jurisdiction, or (y) arising from disputes solely among the Agents, the Lenders (other than the Affiliated Lenders) and their respective participants or (z) that has resulted from an intentional breach of such Indemnitee's obligations under this Agreement as determined by a final non-appealable judgment of a court of competent jurisdiction. This Section 12.15(a) shall not apply with respect to Taxes other than any Taxes that represent losses, damages, etc. arising from any non-Tax claim.

(b) Environmental Indemnity. Without limiting Section 12.15(a) hereof, each Loan Party agrees to, jointly and severally, defend, indemnify, and hold harmless the Indemnitees against any and all Environmental Liabilities and Costs and all other claims, demands, penalties, fines, liability (including strict liability), losses, damages, costs and expenses (including, reasonable and documented out-of-pocket fees and expenses of one outside counsel and one local counsel in each relevant jurisdiction, consultant fees and laboratory fees), arising out of (i) any Releases or threatened Releases (x) at any property presently or formerly owned or operated by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest, or (y) of any Hazardous Materials generated and disposed of by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; (ii) any violations of Environmental Laws by or relating to any Loan Party; (iii) any Environmental Action relating to any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; (iv) any personal injury (including wrongful death) or property damage (real or personal) arising out of exposure to Hazardous Materials used, handled, generated, transported or disposed by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; and (v) any breach of any warranty or representation regarding environmental matters made by the Loan Parties in Section 6.01(r) or the breach of any covenant made by the Loan Parties in Section 7.01(j). Notwithstanding the foregoing, the Loan Parties shall not have any obligation to any Indemnitee under this subsection (b) regarding any potential environmental matter covered hereunder which is caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(c) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees. The indemnities set forth in this Section 12.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.16 Administrative Borrower. Each Borrower hereby irrevocably appoints Xponential Fitness LLC as the borrowing agent and attorney-in-fact for the Borrowers (the "Administrative Borrower") which appointment shall remain in full force and effect unless and until the Agents shall have received prior written notice signed by all of the Borrowers that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes the Administrative Borrower (i) to provide to the Agents and receive from the Agents all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and (ii) to take such action as the Administrative Borrower deems appropriate on its behalf to obtain Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loan Account and Collateral of the Borrowers in a combined fashion, as more fully set forth herein, is done solely as an accommodation to the Borrowers in order to utilize the collective borrowing powers of the Borrowers in the most efficient and economical manner and at their request, and that neither the Agents nor the Lenders shall incur liability to the Borrowers as a result hereof. Each of the Borrowers expects to derive benefit, directly or indirectly, from the handling of the Loan Account and the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group. To induce the Agents and the Lenders to do so, and in consideration thereof, each of the Borrowers hereby jointly and severally agrees to indemnify the Indemnitees and hold the Indemnitees harmless against any and all liability, expense, loss or claim of damage or injury, made against such Indemnitee by any of the Borrowers or by any third party whosoever, arising from or incurred by reason of (a) the handling of the Loan Account and Collateral of the Borrowers as herein provided, (b) the Agents and the Lenders relying on any instructions of the Administrative Borrower, or (c) any other action taken by any Agent or any Lender hereunder or under the other Loan Documents.

Section 12.17 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section 2.06 hereof, including, without limitation, the fees set forth in the Fee Letter and the Applicable Prepayment Premium, if any, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.18 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions

precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Agent and each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.19 Interest. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender, as applicable, to the Borrowers); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Agent or such Lender, as applicable, as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrowers). All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (x) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.19 and (y) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.19.

For purposes of this Section 12.19, the term "applicable law" shall mean that law in effect from time to time and applicable to the loan transaction between the Borrowers, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.20 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and each of its Related Parties) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure by any Agent or any Lender of any such information (i) to its Affiliates, its Related Parties or the Related Parties of any Person described in clause (ii) or (iii) below) (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.20 or is subject to other customary confidentiality obligations); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization so long as such assignee or participant (or prospective assignee or participant) or party to a Securitization agrees, in writing, to be bound by or is otherwise subject to customary confidentiality obligations (including, without limitation, confidentiality provisions similar in substance to this Section 12.20); (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority having jurisdiction over such Person; (v) (x) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency or (y) otherwise to the extent consisting of general portfolio information that does not identify Loan Parties; provided, unless specifically prohibited by applicable law or court order, each Agent and each Lender shall make reasonable efforts to notify the Borrower of any request by any Governmental Authority or representative thereof; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, in each case, solely to the extent necessary in connection therewith; or (viii) with the consent of the Administrative Borrower.

Section 12.21 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required by any Requirement of Law

(in which event, such Loan Party or such Affiliate will consult with such Agent or such Lender before issuing such press release or other public disclosure; provided, that any failure of such Loan party or such Affiliate to consult with such Agent or such Lender shall not result in an Event of Default hereunder). Notwithstanding the foregoing or anything contained herein to the contrary, the Parent or any parent company of the Parent may include a summary of this Agreement or any other Loan Document in, and file copies thereof as exhibits to, any registration statement that it submits or files under the Securities Act of 1933, as amended, or filings it makes or furnishes under the Exchange Act. Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrowers, to advertise the closing of the transactions contemplated by this Agreement, and to make reasonably appropriate announcements of the financial arrangements entered into among the parties hereto, as such Agent or such Lender shall deem reasonably appropriate, including, without limitation, announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem reasonably appropriate.

Section 12.22 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.23 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Borrowers, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Borrowers in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

Section 12.24 Keepwell. Each Loan Party, if it is a Qualified ECP Loan Party, then jointly and severally, together with each other Qualified ECP Loan Party, hereby absolutely unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Non-Qualifying Party to honor all of such Non-Qualifying Party's obligations under this Agreement or any other Loan Document in respect of Swap Obligations (provided, however, that each Qualified ECP Loan Party shall only be liable under this Section 12.24 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 12.24, or otherwise under this Agreement or any other Loan Document, voidable under applicable law, including applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Loan Party under this Section 12.24 shall remain in full force and effect until payment in full of the Obligations and termination of this Agreement and the other Loan Documents. Each Qualified ECP Loan Party intends that this Section 12.24 constitute, and this Section 12.24 shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of each other Borrower and Guarantor for all purposes of Section 1a(18(A)(v)(II) of the CEA.

Section 12.25 Released Loan Party. Notwithstanding anything herein to the contrary, a Loan Party (the "Released Loan Party") shall be automatically released from its obligations under this Agreement in the event that all or any portion of the Equity Interests of the Released Loan Party shall be sold, transferred or otherwise disposed pursuant to clauses (i) and (j) of the definition of "Permitted Disposition," and the parties hereby acknowledge and agree that each reference to a "Loan Party" or the "Loan Parties" in this Agreement shall not include such Released Loan Party.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWERS:

XPONENTIAL FITNESS LLC

By: _____
Name:
Title:

GUARANTORS:

[_____]

By: _____
Name:
Title:

[_____]

By: _____
Name:
Title:

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

CERBERUS BUSINESS FINANCE AGENCY, LLC

By: _____
Name:
Title:

LENDERS:

CERBERUS LEVERED IV HOLDINGS LLC

By: _____
Name:
Title:

CERBERUS ASRS HOLDINGS LLC

By: _____
Name:
Title:

CERBERUS KRS LEVERED LOAN OPPORTUNITIES FUND, L.P.

By: Cerberus KRS Levered Opportunities GP, LLC Its: General Partner

By: _____
Name:
Title:

CERBERUS PSERS LEVERED LOAN OPPORTUNITIES FUND, L.P.

By: Cerberus PSERS Levered Opportunities GP, LLC
Its: General Partner

By: _____
Name:
Title:

CERBERUS FSBA HOLDINGS LLC

By: _____
Name:
Title:

CERBERUS ND CREDIT HOLDINGS LLC

By: _____
Name:
Title:

CERBERUS STEPSTONE CREDIT HOLDINGS LLC

By: _____
Name:
Title:

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: CBF-D Manager, LLC
Its: Investment Manager

By: _____
Name:
Title:

RELIANCE STANDARD LIFE INSURANCE COMPANY

By: CBF-D Manager, LLC
Its: Investment Manager

By: _____
Name:
Title:

Annex B

Form of Sponsor Guaranty

(FORM OF)
LIMITED GUARANTY

LIMITED GUARANTY, dated as of August [], 2020 (this "Guaranty"), made by H&W Investco L.P. ("H&W"), [L. Catterton] ("L. Catterton") and [LAG Fit LLC] ("LAG Fit") (H&W, L. Catterton and LAG Fit, collectively, the "Sponsor Guarantor"), in favor of Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders referred to below (in such capacity, together with any successor collateral agent, the "Collateral Agent") on behalf of the Agents referred to below and the Lenders pursuant to the Financing Agreement referred to below.

W I T N E S S E T H

WHEREAS, the Loan Parties referred to below are parties to that certain Financing Agreement, dated as of February 28, 2020 (as amended, restated, supplemented or otherwise modified, the "Financing Agreement"), by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as defined therein), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus, as collateral agent for the Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents");

WHEREAS, Sponsor Guarantor directly or indirectly owns a portion of the issued and outstanding shares of Equity Interests or other interests of the Loan Parties;

WHEREAS, pursuant to the First Amendment, the Loan Parties are required to cause Sponsor Guarantor to execute and deliver to the Collateral Agent, for the benefit of the Agents and the Lenders, a guaranty guaranteeing the payment and performance of up to $10,000,000 of the Obligations; and

WHEREAS, Sponsor Guarantor has determined that its execution, delivery and performance of this Guaranty benefit, and are within the purposes and in the business interests of, Sponsor Guarantor;

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Agents and the Lenders to enter into the First Amendment, Sponsor Guarantor hereby agrees with the Agents as follows:

SECTION 1. Definitions.

(a) Reference is hereby made to the Financing Agreement for a statement of the terms thereof. All terms used in this Guaranty which are defined in the Financing Agreement and not otherwise defined herein shall have the same meanings herein as set forth therein.

(b) As used in this Guaranty, the following terms have the meanings set forth below:

(i) "Guaranty Liability Event" means the occurrence of any of the following events: (a) an Event of Default under Section 9.01(a) of the Financing Agreement, (b) an Event of Default under Section 9.01(c) of the Financing Agreement solely as a result of a violation of Section 7.03 of the Financing Agreement (or any subsection thereof), unless such Event of Default is cured pursuant to and in accordance with the second to last sentence of Section 9.02 of the Financing Agreement, (c) an Event of Default under Sections 9.01(f) or (g) of the Financing Agreement, (d) a Sponsor Event of Default or (e) average weekly Availability plus Qualified Cash of the Loan Parties during any consecutive four week period is less than $7,500,000 on the last Business Day of each week during such period.

(ii) "Specified Amount" has the meaning set forth in Section 2(c) hereto.

(iii) "Sponsor Event of Default" means the occurrence of any of the following: (a) any of the types of events described in Section 9.01(f) and (g) of the Financing Agreement with respect to Sponsor Guarantor, (b) any representation, warranty or statement made or deemed to be made by Sponsor Guarantor herein or in any statement or certificate delivered or required to be delivered pursuant hereto or thereto shall prove untrue in any material respect on the date as of which it was deemed to have been made, (c) Sponsor Guarantor shall default in the payment when due of any amounts payable by Sponsor Guarantor pursuant to this Guaranty, (d) this Guaranty or any provision hereof shall cease to be in full force and effect with respect to Sponsor Guarantor for reason other than pursuant to the occurrence of the Termination Date in accordance with this Guaranty, or Sponsor Guarantor or any Person acting by or on behalf of Sponsor Guarantor shall deny or disaffirm Sponsor Guarantor's obligations under this Guaranty (it being understood and agreed that a bona fide dispute in good faith by Sponsor Guarantor in connection with this Guaranty shall not constitute denying or disaffirming Sponsor Guarantor's obligations hereunder), and (e) Sponsor Guarantor shall default the due performance or observance of any term covenant or agreement: (i) contained in Section 7(a)(i) or 7(h) of this Guaranty or (ii) contained in any other Section of this Guaranty (other than those Sections specifically referred to in clause (i) above) and such default shall continue unremedied for a period of thirty (30) days after the earlier of (1) receipt by Sponsor Guarantor of written notice from the Collateral Agent of such default or (2) actual knowledge of any senior officer of Sponsor Guarantor of such default.

(iv) "Termination Date" means the earliest to occur of (a) the date on which all the Loans and the other Obligations shall have been paid in full in cash and the Financing Agreement and the other Loan Documents shall have been terminated, (b) the date on which Sponsor Guarantor has been called upon to pay the Guaranteed Obligations hereunder upon the occurrence and during the continuance of a Guaranty Liability Event and does pay the Guaranteed Obligations in an amount equal to the Specified Amount plus Enforcement Costs (as defined below), if any, and (c) at any time after June 30, 2022, the date on which (i) no Event of Default or Sponsor Event of Default has occurred and is continuing and (ii) a Compliance Certificate has been delivered pursuant to Section 7.01(a)(iv) of the Financing Agreement demonstrating that (A) the Total Leverage Ratio of the Loan Parties is less than or equal to 3.00 to 1.00 for the most recent trailing four fiscal quarter period and (B) Consolidated EBITDA of the Loan Parties is greater than $55,000,000 for the most recent trailing four fiscal quarter period.

SECTION 2. Guaranty.

(a) Sponsor Guarantor (i) unconditionally, absolutely and irrevocably guarantees the payment of the Obligations by the Borrowers, within 15 Business Days following receipt of written notice from the Collateral Agent that a Guaranty Liability Event has occurred, whether for principal, interest, fees, expense reimbursements (including, without limitation, all interest, fees and expense reimbursements that accrue after the commencement of any Insolvency Proceeding of any Borrower, whether or not a claim for

post filing interest, fees or expense reimbursements are allowed in such proceeding), commissions, indemnifications or any other Obligation (such obligations to the extent not paid by the Borrowers, being the "Guaranteed Obligations"), and (ii) agrees to pay any and all expenses (including reasonable and documented out-of-pocket counsel fees and expenses) incurred by the Agents and the Lenders in enforcing any rights under this Guaranty ("Enforcement Costs"). Without limiting the generality of the foregoing, Sponsor Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations, and would be owed by the Borrowers to the Agents and the Lenders under the Financing Agreement or any other Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Loan Party. In no event shall the obligations of Sponsor Guarantor exceed the maximum amount Sponsor Guarantor could guarantee, under any bankruptcy, insolvency or similar law or the express limitations contained in Section 2(c). Notwithstanding anything contained herein to the contrary, Sponsor Guarantor's liability hereunder shall not exceed the sum of the Specified Amount (as defined below) and Enforcement Costs, if any.

(b) (i) During the existence of a Guaranty Liability Event (other than a Guaranty Liability Event described in clause (e) of the definition thereof), the Collateral Agent may declare all or any portion of the Guaranteed Obligations due and payable hereunder, and (ii) during the existence of a Guaranty Liability Event described in clause (e) of the definition thereof, the Collateral Agent may declare all or any portion of the Guaranteed Obligations due and payable hereunder in an aggregate amount not to exceed $5,000,000, and, in each case, Sponsor Guarantor shall be obligated to pay such amount in respect of the Guaranteed Obligations to the Collateral Agent, subject to Section 2(c) below, and the Collateral Agent shall be entitled to enforce all Guaranteed Obligations of Sponsor Guarantor hereunder after such due date.

(c) Notwithstanding anything to the contrary contained in this Guaranty, (i) the liability of Sponsor Guarantor under this Guaranty in respect of the Guaranteed Obligations and the recourse of the Agents and the Lenders hereunder shall be limited solely to the payment of $10,000,000 in the aggregate (the "Specified Amount"), plus Enforcement Costs, if any, (ii) Sponsor Guarantor shall satisfy its obligations hereunder by funding such amounts to the Collateral Agent in accordance with this Guaranty, and (iii) upon funding its obligations under this Guaranty to the Collateral Agent in an aggregate amount equal to the Specified Amount, Sponsor Guarantor shall have no further liability under this Guaranty, except as otherwise provided in Section 3(c) below; provided that in no event will the payment obligations of each of H&W, L. Catterton and LAG Fit in respect of the Specified Amount and Enforcement Costs exceed its applicable share thereof set forth opposite its name on Schedule 1 hereto.

(d) All payments made by the Sponsor Guarantor pursuant to this Section 2 shall be applied as follows:

(i) in respect of a payment made pursuant to a Guaranty Liability Event (other than a Guaranty Liability Event described in clause (e) of the definition thereof), (A) first, ratably to repay the then outstanding principal amount of the Term Loans in the inverse order of maturity until the principal amount of such Term Loans has been paid in full in cash and (B) second, to repay any other Obligations then outstanding.

(ii) in respect of a payment made pursuant to a Guaranty Liability Event described in clause (e) of the definition thereof, (A) first, 50% of such payment ratably to repay the then outstanding Revolving Loans, (B) second, 50% of such payment (plus any remaining proceeds described in clause (A) hereof in the event that less than 50% of such payment reduces the then outstanding Revolving Loans to $0) ratably to repay the then outstanding principal amount of the Term Loans in the inverse order of maturity until the principal amount of such Term Loans has been paid in full in cash and (C) third, to repay any other Obligations then outstanding.

SECTION 3. Guaranty Absolute; Continuing Guaranty; Assignments.

(a) Subject to Section 2(c) above, Sponsor Guarantor hereby guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Financing Agreement and the other Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Agents or the Lenders with respect thereto. Sponsor Guarantor agrees that this Guaranty constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of Sponsor Guarantor under this Guaranty are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against Sponsor Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. To the fullest extent permitted by law, the liability of Sponsor Guarantor under this Guaranty shall be irrevocable, absolute and unconditional irrespective of, and Sponsor Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(i) any lack of validity or enforceability of the Financing Agreement or any other Loan Document or any document, agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the Financing Agreement or any other Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(iii) any taking, exchange, release or non-perfection of any lien on or security interest in any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(iv) the existence of any claim, set-off, defense (other than payment in full of the Guaranteed Obligations) or other right that Sponsor Guarantor may have at any time against any Person, including, without limitation, any Agent or any Lender, whether in connection with this Guaranty or any Loan Document or the transactions contemplated herein, therein or in any unrelated transaction;

(v) any change, restructuring or termination of the corporate, limited liability company or partnership (as applicable) structure or existence of any Loan Party; or

(vi) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Agents or the Lenders that might otherwise constitute a defense (other than payment in full of the Guaranteed Obligations) available to, or a discharge of, any Loan Party or any other guarantor or surety.

(b) This Guaranty is a continuing guaranty and shall (i) remain in full force and effect until the Termination Date, provided that the obligations of Sponsor Guarantor set forth in Section 5 shall continue to survive the termination of this Guaranty, (ii) be binding upon Sponsor Guarantor, its successors and assigns and (iii) inure to the benefit of and be enforceable by the Agents, the Lenders and their permitted successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under the Financing Agreement or the other Loan Document (including, without limitation, all or any portion of its Commitment and its Loans) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in Section 12.07 of the Financing Agreement.

(c) Notwithstanding anything to the contrary set forth herein (including without limitation, Section 3(b) above), but subject to Section 2(c), this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment by Sponsor Guarantor under this Guaranty is rescinded or must otherwise be returned by the Agent, the Lenders or any other Person to Sponsor Guarantor or the Borrowers, all as though such payment had not been made.

SECTION 4. Waivers. Sponsor Guarantor hereby waives (i) promptness, diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Guaranty, (ii) notice of acceptance and notice of the incurrence of any Obligation by any Borrower, (iii) notice of any actions taken by any Agent, any Lender or any Loan Party under any Loan Document or any other agreement or instrument related thereto, (iv) all other notices, demands and protests, and all other formalities of every kind in connection with the enforcement of the Obligations or of the obligations of the Sponsor Guarantor hereunder, the omission of or delay in which, but for the provisions of this Section 4, might constitute grounds for relieving the Sponsor Guarantor of its obligations hereunder, (v) any requirement that the Agents or the Lenders exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (vi) any right to compel or direct any Agent or any Lender to seek payment or recovery of any amounts owed under this Guaranty from any one particular fund or source or to exhaust any right or take any action against any other Loan Party or any other Person or any Collateral, (vii) any requirement that any Agent or any Lender protect, secure, perfect or insure any security interest or Lien or any property subject thereto, or exhaust any right or take any action against any Loan Party or any other Person or any Collateral, and (viii) any other defense (other than payment in full of the Guaranteed Obligations) available to Sponsor Guarantor. Sponsor Guarantor agrees that the Agents and the Lenders shall have no obligation to marshal any assets in favor of Sponsor Guarantor or against, or in payment of, any or all of the Obligations. Sponsor Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and in the Financing Agreement and that the waivers set forth in this Section 4 are knowingly made in contemplation of such benefits. Sponsor Guarantor hereby waives any right to revoke this Guaranty, and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

SECTION 5. Subrogation. Sponsor Guarantor will not exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of Sponsor Guarantor's obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Agents and the Lenders against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until (a) all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full (other than unasserted contingent indemnification obligations) and (b) the Termination Date shall have occurred. If any amount shall be paid to Sponsor Guarantor in violation of the immediately preceding sentence at any time prior to the date on which all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full (other than unasserted contingent indemnification obligations) and the Termination Date, such amount shall be held in trust for the benefit of the Agents and the Lenders and shall forthwith be paid to the Agents and the Lenders, to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of this Guaranty and the Financing Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Guaranty thereafter arising. The Collateral

Agent, by its acceptance hereof, agrees that it shall hold all Collateral as agent for the Sponsor Guarantor as security for the repayment of any amounts paid by the Sponsor Guarantor hereunder. If (i) Sponsor Guarantor shall make payment to the Agents and the Lenders, of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall be paid in full (other than unasserted contingent indemnification obligations) and (iii) the Termination Date shall have occurred, the Agents and the Lenders will, at Sponsor Guarantor's request and expense, execute and deliver to Sponsor Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence (A) the transfer by subrogation to Sponsor Guarantor of an interest in the Guaranteed Obligations resulting from the payment by Sponsor Guarantor and (B) the transfer of the Agents' and the Lenders' security interest in the Collateral to Sponsor Guarantor.

SECTION 6. The Sponsor Guarantor's Subordination of Rights to the Agents and the Lenders.

(a) In the event that the Sponsor Guarantor should for any reason (i) advance or lend monies to any Loan Party which funds are used by such Loan Party to make payment or payments in respect of the Obligations, (ii) make any payment for and on behalf of any Loan Party in respect of the Guaranteed Obligations, or (iii) make any payment to any Agent or any Lender in total or partial satisfaction of the Sponsor Guarantor's obligations and liabilities hereunder, the Sponsor Guarantor hereby agrees that any and all rights that the Sponsor Guarantor may have or acquire to collect or to be reimbursed by any Loan Party (or by any other obligor, guarantor, endorser or surety of the Obligations), whether the Sponsor Guarantor's rights of collection or reimbursement arise by way of subrogation to the rights of any Agent or any Lender or otherwise, shall in all respects be subordinate, inferior and junior to the Agents' and the Lenders' rights to collect and enforce payment, performance and satisfaction of the Obligations then remaining, until such time as the Obligations are fully paid and satisfied (other than unasserted contingent indemnification obligations).

(b) The Sponsor Guarantor further agrees to refrain from attempting to collect and/or enforce any of the Sponsor Guarantor's aforesaid rights against any Loan Party (or any other obligor, guarantor, endorser or surety of the Obligations), arising by way of subrogation or otherwise, until such time as the Obligations then remaining in favor of the Agents and the Lenders are fully paid and satisfied.

(c) In the event that the Sponsor Guarantor should for any reason whatsoever receive any payment or payments from any Loan Party (or any other obligor, guarantor, endorser or surety of the Obligations) on any such amount or amounts that such Loan Party (or such a third party) may owe to the Sponsor Guarantor for any of the reasons stated above, the Sponsor Guarantor agrees to accept such payment or payments for and on behalf of the Agents and the Lenders, advising such Loan Party (or the third party payee) of such a fact, and the Sponsor Guarantor unconditionally agrees to immediately deliver such funds to the Agents and the Lenders, with such funds being held by the Sponsor Guarantor during any interim period, in trust for the Agents and the Lenders.

SECTION 7. Representations, Warranties and Covenants. Sponsor Guarantor hereby represents and warrants to the Agents and the Lenders as follows:

(a) [Each of H&W, L. Catterton and LAG Fit (i) is a limited partnership], duly organized, validly existing and in good standing under the laws of [Delaware], (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and to execute and deliver this Guaranty, and to consummate the transactions contemplated hereby and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except to the extent failure to be so qualified would not reasonably be expected to have a material adverse effect on Sponsor Guarantor, its business or its ability to perform its obligations under this Guaranty.

(b) The execution, delivery and performance by Sponsor Guarantor of this Guaranty (i) has been duly authorized by all necessary action on the part of Sponsor Guarantor, (ii) does not and will not contravene its governing agreement, or any applicable law or any material contractual restriction binding on or otherwise affecting Sponsor Guarantor or any of its properties, (iii) does not and will not result in or require the creation of any Lien upon or with respect to any of its properties, and (iv) does not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, which in the case of clause (iv) could not reasonably be expected to have a material adverse effect upon Sponsor Guarantor.

(c) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by Sponsor Guarantor of this Guaranty except, those which have been obtained on or prior to the date hereof.

(d) This Guaranty, when executed and delivered, will be, a legal, valid and binding obligation of Sponsor Guarantor, enforceable against Sponsor Guarantor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or general equitable principles relating to enforceability.

(e) There is no pending or, to the knowledge of Sponsor Guarantor, threatened action, suit or proceeding affecting Sponsor Guarantor or its properties before any court or other Governmental Authority or any arbitrator that (A) if adversely determined, could reasonably be expected to have a material adverse effect upon Sponsor Guarantor, its business or its ability to perform its obligations under this Guaranty or (B) relates to this Guaranty or the Financing Agreement or any transaction contemplated hereby or thereby.

(f) Sponsor Guarantor (i) has read and understands the terms and conditions of the Financing Agreement and the other Loan Documents, and (ii) now has and will continue to have independent means of obtaining information concerning the affairs, financial condition and business of the Borrowers and the other Loan Parties, and has no need of, or right to obtain from any Agent or any Lender, any credit or other information concerning the affairs, financial condition or business of the Borrowers or the other Loan Parties that may come under the control of any Agent or any Lender.

(g) [Reserved].

(h) Except with respect to Sponsor Guarantor's potential liability for Enforcement Costs and its contingent obligations under Section 11 below, the aggregate amount of guarantees made by Sponsor Guarantor and outstanding on the date hereof does not exceed the aggregate unfunded capital commitments of the partners of Sponsor Guarantor.

(i) Upon receipt of written notice from any Agent of a demand for payment under this Guaranty made in accordance with Section 2, Sponsor Guarantor shall promptly demand that the partners of the Sponsor Guarantor fund their pro rata portion of their unfunded capital commitments (in an aggregate amount equal to the amount demanded under this Guaranty) within 15 Business Days of receipt of such notice from such Agent in an aggregate amount equal to such payment demand made by such Agent.

(j) For so long as this Guaranty shall remain in effect, the Sponsor Guarantor shall deliver to the Collateral Agent, no later than thirty (30) days following the completion of each fiscal quarter

(the "Quarterly Reporting Date"), a certificate signed by an authorized officer of the Sponsor Guarantor, certifying that except with respect to Sponsor Guarantor's potential liability for Enforcement Costs or its contingent obligations under Section 11 below, the aggregate amount of guarantees made by Sponsor Guarantor and outstanding on such Quarterly Reporting Date does not exceed the unfunded capital commitments of the partners of Sponsor Guarantor on such Quarterly Reporting Date.

SECTION 8. Notices, Etc. All notices and other communications provided for hereunder shall be given in accordance with the notice provisions of Section 12.01 of the Financing Agreement.

SECTION 9. GOVERNING LAW; CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE; WAIVER OF JURY TRIAL, ETC. In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.09, 12.10 and 12.11 of the Financing Agreement, *mutatis mutandis*.

SECTION 10. [Reserved].

SECTION 11. Taxes.

(a) All payments made by the Sponsor Guarantor hereunder or under any other Loan Document shall be made in accordance with Sections 2.08 and 4.02 of the Financing Agreement, *mutatis mutandis*, and shall be made without set-off, counterclaim, deduction or other defense. All such payments shall be made free and clear of and without deduction for any present or future Taxes. If the Sponsor Guarantor shall be required to deduct or to withhold any Taxes from or in respect of any amount payable hereunder or under any other Loan Document,

(i) the amount so payable shall be increased to the extent necessary so that after making all required deductions and withholdings (including Taxes on amounts payable to the Agents and the Lenders pursuant to this sentence) the Agents and the Lenders receive an amount equal to the sum they would have received had no such deduction or withholding been made,

(ii) the Sponsor Guarantor shall make such deduction or withholding,

(iii) the Sponsor Guarantor shall pay the full amount deducted or withheld to the relevant taxation authority in accordance with applicable law, and

(iv) as promptly as possible thereafter, the Sponsor Guarantor shall send the Agents and the Lenders an official receipt (or, if an official receipt is not available, such other documentation as shall be satisfactory to the Agents and the Lenders) showing payment. In addition, the Sponsor Guarantor agrees to pay any present or future taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery, performance, recordation or filing of, or otherwise with respect to, this Guaranty or any other Loan Document, other than Other Taxes.

(b) The Sponsor Guarantor hereby indemnifies and agrees to hold the Agents and the Lenders harmless from and against Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section 11) paid by any Agent or any Lender in connection herewith and any liability (including, without limitation, penalties, interest and expenses for nonpayment, late payment or otherwise) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be paid within 30 days from the date on which any Agent or any Lender makes written demand therefor, which demand shall identify in reasonable detail the nature and amount of Taxes or Other Taxes.

(c) If the Sponsor Guarantor fails to perform any of its obligations under this Section 11, the Sponsor Guarantor shall indemnify the Agents and the Lenders for any taxes, interest or penalties that may become payable as a result of any such failure. The obligations of the Sponsor Guarantor under this Section 11 shall survive the termination of this Guaranty and the payment of the Guaranteed Obligations and all other amounts payable hereunder.

SECTION 12. Miscellaneous.

(a) Sponsor Guarantor will make each payment hereunder in lawful money of the United States of America and in immediately available funds to the Collateral Agent, for the benefit of the Agents and the Lenders, at such address specified by the Agent from time to time in writing by notice to Sponsor Guarantor.

(b) No amendment or waiver of any provision of this Guaranty and no consent to any departure by Sponsor Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Sponsor Guarantor and the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(c) No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under the Financing Agreement or any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder or under the Financing Agreement or any other Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the Financing Agreement or any other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under the Financing Agreement or any other Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under the Financing Agreement or any other Loan Document against such party or against any other Person.

(d) 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 unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(e) This Guaranty shall (i) be binding on Sponsor Guarantor and its successors and assigns, and (ii) inure, together with all rights and remedies of the Agents and the Lenders hereunder, to the benefit of the Agents and the Lenders and their respective successors, transferees and assigns. Any Agent and any Lender may assign or otherwise transfer its rights and obligations under the Financing Agreement, or any other Loan Document to any other Person, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to such Agent or such Lender herein or otherwise. None of the rights or obligations of Sponsor Guarantor hereunder may be assigned or otherwise transferred without the prior written consent of the Collateral Agent, and any such assignment without the prior consent of the Collateral Agent shall be null and void, except that the Sponsor Guarantor may assign any of its rights or obligations hereunder to any of its affiliates; *provided* that any such assignment shall not relieve the Sponsor Guarantor of its obligations hereunder.

(f) This Guaranty and the other Loan Documents reflect the entire understanding of the parties with respect to the transactions contemplated hereby and thereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

(g) Section headings herein are included for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose.

(h) Delivery of an executed signature page of this Guaranty by facsimile, PDF or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Guaranty; provided that Sponsor Guarantor also shall promptly deliver an original executed counterpart of this Guaranty but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Guaranty.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Sponsor Guarantor has caused this Guaranty to be executed by an officer thereunto duly authorized, as of the date first above written.

H&W INVESTCO L.P.

By: _____
Name:
Title:

[L. CATTERTON]

By: _____
Name:
Title:

[LAG FIT LLC]

By: _____
Name:
Title:

Schedule 1

Sponsor Guarantor	Applicable Share
H&W Investco L.P.	65.2%
L. Catterton	20.7%
LAG Fit LLC	14.1%

Exhibit 10.7

Execution Version

SECOND AMENDMENT TO FINANCING AGREEMENT

SECOND AMENDMENT, dated as of March 24, 2021 (this "Amendment"), to the Financing Agreement, dated as of February 28, 2020 (as amended by the First Amendment, dated as of August 4, 2020, and as may be further amended, restated, supplemented or otherwise modified, the "Financing Agreement"), by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages hereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as defined therein), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). All terms used herein that are defined in the Financing Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement (as amended hereby).

WHEREAS, H&W Franchise Holdings, LLC, a Delaware limited liability company ("Purchaser"), an indirect parent company of the Borrowers, is party to that certain Contribution Agreement, entered into as of March 24, 2021 (the "Contribution Agreement"), among Rumble Holdings LLC, a Delaware limited liability company (the "Seller"), Rumble Parent LLC, a Delaware limited liability company ("Rumble Parent"), Rumble Fitness, LLC, a New York limited liability company ("Rumble Fitness", and together with the Seller and Rumble Parent, the "Selling Parties"), and Purchaser, pursuant to which Purchaser shall acquire the Acquired Assets (as defined in the Contribution Agreement) (the "Rumble Acquisition");

WHEREAS, to enable and facilitate the consummation of the Rumble Acquisition, the Borrowers wish to amend the Financing Agreement to provide for additional term loans in an amount up to $10,600,000 (the "Additional Term Loan"), the proceeds of which are to be distributed to Parent for further distribution to Purchaser for the purpose of making a loan, or otherwise providing consideration, to the Selling Parties in connection with the Rumble Acquisition (the "Rumble Distribution");

WHEREAS, immediately upon consummation of the Rumble Acquisition, the Acquired Assets shall be contributed by the Purchaser to Xponential Intermediate Holdings, LLC, for further contribution to Xponential Fitness LLC, for further contribution to Rumble Franchise, LLC pursuant to the Internal Contribution Agreements (as defined in Section 4(e) below) (collectively, the "Rumble Contribution") and simultaneously therewith Rumble Franchise, LLC shall execute a Joinder Agreement to the Financing Agreement and become a Loan Party (the "Rumble Joinder");

WHEREAS, the Rumble Distribution would not be a Permitted Restricted Payment under and as defined in the Credit Agreement;

WHEREAS, the Loan Parties have requested that the Agents and the Lenders consent to, and amend the Financing Agreement in certain respects in connection with, the Additional Term Loan, the Rumble Distribution, the Rumble Acquisition and the Rumble Contribution, and the Agents and the Lenders are agreeable to such request for consent and amendment on the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Amendments to Financing Agreement.

(a) The Financing Agreement is hereby amended as of the Second Amendment Effective Date (as defined below) (a) to delete the red or green stricken text (indicated textually in the same manner as the following examples: ~~stricken text~~ and ~~stricken text~~); and (b) to add the blue or green double-underlined text (indicated textually in the same manner as the following examples: double- underlined text and double-underlined text), in each case, as set forth in the marked copy of the Financing Agreement attached as Annex A hereto and made a part hereof for all purposes.

(b) Schedule 1.01(A-1) (Additional Term Loan Lenders' Commitments) to the Financing Agreement is hereby added to the Financing Agreement in the form set forth on Annex B hereto.

2. Consent to Rumble Distribution.

(a) Pursuant to the request of the Loan Parties and in reliance upon the representations of Loan Parties set forth herein, the Agents and the Lenders hereby consent and agree that the Borrowers and Parent may use the proceeds of the Additional Term Loan to make the Rumble Distribution; provided that (1) the proceeds of the Rumble Distribution shall be used by the Purchaser to make a loan, or otherwise provide consideration, to the Selling Parties for purposes of consummating the Rumble Acquisition (including for the repayment in full of indebtedness owed by Selling Parties to Raven Asset-Based Credit Fund I LP and release of all liens on the Acquired Assets), (2) the Rumble Acquisition shall be consummated substantially in accordance with the Contribution Agreement (as in effect on the date hereof) and (3) simultaneously with the consummation of the Rumble Acquisition, (x) the Rumble Joinder shall be effective, (y) the Rumble Contribution shall be consummated such that all of the Acquired Assets shall be directly owned by Loan Parties and (z) all of the Acquired Assets shall constitute Collateral.

(b) The consent in this Section 2 shall be effective only in this specific instance and for the specific purposes set forth herein and does not allow for any other or further departure from the terms and conditions of the Financing Agreement or any other Loan Document, which terms and conditions shall continue in full force and effect.

3. Representations and Warranties. Each Loan Party hereby jointly and severally represents and warrants to the Agents and the Lenders, as of the date hereof, as follows:

(a) Representations and Warranties; No Event of Default. The representations and warranties contained herein, in Article VI of the Financing Agreement and in each other Loan Document, certificate or other writing delivered by or on behalf of any Loan Party to any Secured Party pursuant thereto on or prior to the Second Amendment Effective Date are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and no Default or Event of Default has occurred and is continuing as of the Second Amendment Effective Date or would result from this Amendment becoming effective in accordance with its terms.

(b) Authorization; Enforceability. The execution and delivery of this Amendment by each Loan Party, and the performance of the Financing Agreement, as amended hereby, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties other than any such Lien that constitutes a Permitted Lien, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties except, in the case of clauses (ii)(B), (ii)(C) and (iv), as could not reasonably be expected to have a Material Adverse Effect. This Amendment constitutes the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

4. Conditions Precedent to Effectiveness. This Amendment shall become effective upon satisfaction in full, in a manner reasonably satisfactory to the Agents, or waiver by the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied (or waived) being herein called the "Second Amendment Effective Date"):

(a) Payment of Fees, Etc. The Borrower shall have paid (or caused to be paid), on or before the Second Amendment Effective Date, (i) to the Administrative Agent, for the accounts of the Agents and the relevant Lenders, as applicable, a non-refundable amendment and closing fee equal to $212,000, which fee shall be deemed fully earned when paid and (ii) all other fees, costs and expenses then due and payable, if any, pursuant to Section 2.06 or 12.04 of the Financing Agreement.

(b) Delivery of Documents. The Agents shall have received each of the following, each in form and substance satisfactory to the Agents:

(i) this Amendment, duly executed by the Loan Parties, each Agent and the Lenders, as provided above;

(ii) the A&R Sponsor Guaranty, duly executed by Anthony Geisler, as Sponsor Guarantor, and dated as of the Second Amendment Effective Date;

(iii) the Rumble Joinder, duly executed by Rumble Franchise, LLC, dated as of the Second Amendment Effective Date;

(iv) a certificate of an Authorized Officer of the Parent certifying as to the matters described in Section 2(a) of this Amendment and dated as of the Second Amendment Effective Date.

(c) Liens; Priority. The Agents shall be satisfied that the Collateral Agent has been granted, and holds, for the benefit of the Agents and the Lenders, a perfected, first priority Lien on and security interest in the Acquired Assets (as defined in the Contribution Agreement) and all other Collateral, subject only to Permitted Liens, to the extent such Liens and security interests are required pursuant to the Financing Agreement and the other Loan Documents to be granted or perfected on or before the Second Amendment Effective Date.

(d) Approvals. All consents, authorizations and approvals of all filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with the transactions contemplated by this Amendment shall have been obtained and shall be in full force and effect.

(e) Rumble Acquisition Documents. The Agents shall have received an executed copy of the Contribution Agreement, each other contribution agreement providing for the Acquired Assets to be contributed to Parent, XF and Rumble Franchise, LLC (the "Internal Contribution Agreements") and each other material document relating to the Rumble Acquisition (the "Rumble Acquisition Documents"), in each case, certified by the Administrative Borrower as being a true, complete and correct copy as of the date hereof.

5. Continued Effectiveness of the Financing Agreement and Other Loan Documents. Each Loan Party hereby (i) acknowledges and consents to this Amendment, (ii) confirms and agrees that the Financing Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Second Amendment Effective Date all references in the Financing Agreement or any other Loan Document to "Financing Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Amendment, and (iii) confirms and agrees that to the extent that the Financing Agreement or any such other Loan Document purports to assign or pledge to the Collateral Agent for the benefit of the Lenders, or to grant to the Collateral Agent for the benefit of the Lenders a security interest in or Lien on, any Collateral as security for the Obligations or Guaranteed Obligations, as the case may be, of any Loan Party from time to time existing in respect of the Financing Agreement (as amended hereby) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects as of the date hereof. This Amendment does not and shall not affect any of the obligations of any Loan Party, other than as expressly provided herein, including, without limitation, the Borrower's obligation to repay the Loans in accordance with the terms of Financing Agreement, or the obligations of any other Loan Party under any Loan Document to which it is a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Agents or any Lender under the Financing Agreement or any other Loan Document, nor constitute a waiver of any provision of the Financing Agreement or any other Loan Document.

6. Release. Each Loan Party hereby acknowledges and agrees that: as of the Second Amendment Effective Date (i) neither it nor any of its Subsidiaries has any claim or cause of action against the Agents or any Lender (or any of their respective Affiliates, officers, directors, employees, attorneys, consultants or agents in their capacities for the Agents or any Lender) in connection with the Loan Documents and (ii) the Agents and each Lender has heretofore properly performed and satisfied in a timely manner all of its obligations to the Loan Parties and their Subsidiaries under the Financing Agreement and the other Loan Documents that are required to have been performed on or prior to the date hereof. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of the Agents' and the Lenders' rights, interests, security and/or remedies under the Financing Agreement and the other Loan Documents. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release and forever discharge each Agent, each Lender and each of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents in their capacities as an Agent or any Lender (collectively, the "Released Parties") from any and all debts, claims, obligations, damages, costs, attorneys' fees, suits, demands,

liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done on or prior to the Second Amendment Effective Date arising out of, connected with or related in any way to this Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or advances or the Collateral prior to the Second Amendment Effective Date.

7. Reaffirmation of Loan Parties. Each Loan Party hereby reaffirms its obligations under the Financing Agreement and each other Loan Document to which it is a party as of the date hereof. Each Loan Party hereby further ratifies and reaffirms as of the date hereof the validity and enforceability of all of the Liens and security interests heretofore granted by it, pursuant to and in connection with the Financing Agreement or any other Loan Document to the Agents, on behalf and for the benefit of the Agents and each Lender, as collateral security for the obligations under the Financing Agreement and the other Loan Documents in accordance with their respective terms, and acknowledges that all of such liens and security interests, and all collateral heretofore pledged by it as security for such obligations, continues to be and remain collateral for such obligations. Although each of the Guarantors have been informed of the matters set forth herein and have acknowledged and agreed to same, each of the Guarantors understands that the Agents and the Lenders shall have no obligation to inform the Guarantors of such matters in the future or to seek the Guarantors' acknowledgement or agreement to future amendments, waivers, or modifications, and nothing herein shall create such a duty.

8. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by electronic mail shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party may request in writing that parties delivering an executed counterpart of this Amendment by electronic mail also deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

(d) This Amendment constitutes a "Loan Document" under the Financing Agreement.

(e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) The Borrower will pay (or cause to be paid) promptly upon receipt of a reasonably detailed invoice therefor, all reasonable and documented out-of-pocket fees, costs and expenses of the Agents in connection with the preparation, execution and delivery of this Amendment in accordance with and pursuant to Section 12.04 of the Financing Agreement, including, without limitation, reasonable and documented fees, costs and expenses of Schulte Roth & Zabel LLP, counsel to the Collateral Agent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

XPONENTIAL FITNESS LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

GUARANTORS:

XPONENTIAL INTERMEDIATE HOLDINGS, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CLUB PILATES FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR HOLDCO, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR FRANCHISING, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

CYCLEBAR WORLDWIDE INC.

By: /s/ John Meloun
Name: John Meloun
Title: CFO

STRETCH LAB FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ROW HOUSE FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

YOGA SIX FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

AKT FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

PB FRANCHISING, LLC

By: /s/ John Meloun
Name:John Meloun
Title: CFO

STRIDE FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

XPONENTIAL FITNESS BRANDS INTERNATIONAL, LLC

By: /s/ John Meloun
Name: John Meloun
Title: CFO

ADMINISTRATIVE AGENT AND
COLLATERAL AGENT:

CERBERUS BUSINESS FINANCING AGENCY, LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

LENDERS:

CERBERUS 2112 CREDIT HOLDINGS LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

CERBERUS AOZ LOAN OPPORTUNITIES FUND, L.P.
By: Cerberus AOZ Loan Opportunities GP, LLC
Its: General Partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS ASRS FUNDING LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

CERBERUS ASRS HOLDINGS LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

CERBERUS AUS LEVERED HOLDINGS LP
By: CAL I GP Holdings LLC
Its: General Partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS C-1 LEVERED LOAN OPPORTUNITIES MASTER FUND, L.P.
By: Cerberus C-1 Levered Opportunities GP, LLC
Its: General Partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS FSB A HOLDINGS LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

CERBERUS FSBA LEVERED LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

CERBERUS KRS LEVERED LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

CERBERUS KRS LEVERED LOAN OPPORTUNITIES FUND, L.P.
By: Cerberus KRS Levered Opportunities GP, LLC
Its: General Partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS LEVERED IV HOLDINGS LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS LOAN FUNDING XX L.P.
By: Cerberus LFGP XX, LLC
Its: General Partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS LOAN FUNDING XXII L.P.
By: Cerberus LFGP XXII, LLC
Its: General Partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS LOAN FUNDING XXV LP
By: Cerberus LFGP XXV, LLC
Its: General Partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS ND CREDIT HOLDINGS LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

CERBERUS ND LEVERED LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

CERBERUS NJ CREDIT OPPORTUNITIES FUND, L.P.
By: Cerberus NJ Credit Opportunities GP, LLC
Its: General Partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS OFFSHORE LEVERED IV HOLDINGS LP
By: Cerberus Offshore Levered IV Holdings GP LLC
Its: General partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS OFFSHORE UNLEVERED LOAN OPPORTUNITIES MASTER FUND IV, L.P.
By: Cerberus Offshore Unlevered Opportunities IV GP, LLC
Its: General Partner

By: /s/ Daniel E.Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS ONSHORE LEVERED IV LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

CERBERUS PSERS LEVERED LLC
By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

CERBERUS PSERS LEVERED LOAN OPPORTUNITIES FUND, L.P.
By: Cerberus PSERS Levered Opportunities GP, LLC
Its: General Partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS REDWOOD LEVERED LOAN OPPORTUNITIES FUND A, L.P.
By: Cerberus Redwood Levered Opportunities GP A, LLC
Its: General Partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS REDWOOD LEVERED LOAN OPPORTUNITIES FUND B, L.P.
By: Cerberus Redwood Levered Opportunities GP B, LLC
Its: General Partner

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

CERBERUS STEPSTONE CREDIT HOLDINGS LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

CERBERUS STEPSTONE LEVERED LLC

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Vice President

PHILADELPHIA INDEMNITY INSURANCE COMPANY
By: CBF-D Manager, LLC
Its: Investment Manager

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

RELIANCE STANDARD LIFE INSURANCE COMPANY
By: CBF-D Manager, LLC
Its: Investment Manager

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

KAAMANEN HOLDINGS, LP
By: Kaamanen GP, LLC, its general partner
By: CBF Manager, L.P., its non-member manager

By: /s/ Daniel E. Wolf
Name: Daniel E. Wolf
Title: Senior Managing Director

Annex A

Amended Financing Agreement
through Second Amendment

(See Attached)

FINANCING AGREEMENT

Dated as of February 28, 2020

by and among

XPONENTIAL INTERMEDIATE HOLDINGS, LLC,
as Parent,

XPONENTIAL FITNESS LLC
AND EACH OTHER SUBSIDIARY OF PARENT
LISTED AS A BORROWER ON THE SIGNATURE PAGES HERETO,
as Borrowers,

PARENT AND EACH OTHER SUBSIDIARY OF PARENT LISTED AS A
GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

CERBERUS BUSINESS FINANCE AGENCY, LLC,
as Collateral Agent and Administrative Agent

TABLE OF CONTENTS

SCHEDULE AND EXHIBITS

Schedule 1.01(A)	Lenders' Commitments
Schedule 1.01(A-1)	Additional Term Loan Lenders' Commitments
Schedule 1.01(B)	Earnouts
Schedule 6.01(e)	Capitalization; Subsidiaries
Schedule 6.01(f)	Litigation; Commercial Tort Claims
Schedule 6.01(i)	ERISA
Schedule 6.01(l)	Nature of Business
Schedule 6.01(o)	Real Property and Facilities
Schedule 6.01(q)	Franchise Matters
Schedule 6.01(r)	Environmental Matters
Schedule 6.01(s)	Insurance
Schedule 6.01(v)	Bank Accounts
Schedule 6.01(w)	Intellectual Property
Schedul 6.01(x)	Material Contracts
Schedule 6.01(dd)	Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN
Schedule 6.01(ee)	Collateral Locations
Schedule 7.01(s)	Post-Closing Obligations
Schedule 7.02(a)	Existing Liens
Schedule 7.02(b)	Existing Indebtedness
Schedule 7.02(c)	Capitalized Lease Obligations
Schedule 7.02(e)	Existing Investments
Schedule 7.02(e)(xx)	Franchisee Loan Parameters
Schedule 7.02(j)	Transactions with Affiliates
Schedule 7.02(k)	Limitations on Dividends and Other Payment Restrictions
Schedule 8.01	Cash Management Banks/Cash Management Accounts

Exhibit A	Form of Joinder Agreement
Exhibit B	Form of Notice of Borrowing
Exhibit C	Form of LIBOR Notice
Exhibit D	Form of Assignment and Acceptance
Exhibit E	Form of Compliance Certificate
Exhibit F	Form of Franchise Report

FINANCING AGREEMENT

Financing Agreement, dated as of February 28, 2020, by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as hereinafter defined) of Parent listed as a "Borrower" on the signature pages hereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" hereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages hereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder or otherwise guaranties all or any part of the Obligations (as hereinafter defined), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrowers have asked the Lenders to extend credit to the Borrowers consisting of (a) ~~an initial term loan~~Initial Term Loan in an aggregate principal amount of $185,000,000, (b) a revolving credit facility in the aggregate principal amount of $10,000,000 ~~and~~, (c) a delayed draw term loan commitment in the aggregate principal amount of $15,000,000 and (d) an Additional Term Loan in an aggregate principal amount of $10,600,000 The proceeds of the ~~initial term loan~~Initial Term Loan shall be used to repay existing indebtedness of the Loan Parties and for general working capital or other corporate purposes of the Loan Parties (as hereinafter defined), including, but not limited to, the payment of fees and expenses related to this Agreement and the Transactions. The proceeds of the revolving loans and the delayed draw term loans made after the Effective Date shall be used for general working capital or other corporate purposes of the Loan Parties. The proceeds of the Additional Term Loan made on the Second Effective Date shall be used to fund the Rumble Distribution (as defined in the Second Amendment). The Lenders are severally, and not jointly, willing to extend such credit to the Borrowers subject to the terms and conditions hereinafter set forth.

In consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Account Control Agreement" means an account control agreement, in form and substance reasonably satisfactory to the Collateral Agent, each of which is among each relevant Loan Party, the Collateral Agent and the applicable Cash Management Banks.

"Account Debtor" means each debtor, customer or obligor in any way obligated on or in connection with any Account Receivable.

"Accounts Receivable" means, with respect to any Person, any and all accounts (as that term is defined in the Uniform Commercial Code), any and all rights of such Person to payment for goods sold and/or services rendered, including accounts, general intangibles and any and all such rights evidenced by chattel paper, instruments or documents, whether due or to become due and whether or not earned by performance, and whether now or hereafter acquired or arising in the future, and any proceeds arising therefrom or relating thereto.

"Acquisition" means the acquisition of all or substantially all of the Equity Interests of any Person or all or substantially all of the assets of any Person or line of business or a division of such Person.

"Act" has the meaning specified therefor in Section 7.02(c).

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.08(a).

"Additional Term Loan" means, collectively, the loans made by the Additional Term Loan Lenders to the Borrowers on the Second Amendment Effective Date pursuant to Section 2.01(a)(iii).

"Additional Term Loan Commitment" means, with respect to each Additional Term Loan Lender, the commitment of such Lender to make the Additional Term Loan on the Second Amendment Effective Date to the Borrowers in the amount set forth under the heading "Additional Term Loan Commitment" in Schedule 1.01(A-1) hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Additional Term Loan Lender" means a Lender with an Additional Term Loan Commitment or an Additional Term Loan.

"Administrative Agent" has the meaning specified therefor in the preamble hereto. "Administrative Agent's Account" means an account at a bank designated by the

Administrative Agent from time to time as the account into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Administrative Borrower" has the meaning specified therefor in Section 12.16.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Affiliated Lenders" means the Sponsor and each of its Affiliates (including the Loan Parties) and Related Funds of the foregoing who become a Lender pursuant to the terms of this Agreement.

"After Acquired Property" has the meaning specified therefor in Section 7.01(o).

"Agent" has the meaning specified therefor in the preamble hereto.

"Agent Advances" has the meaning specified therefor in Section 10.08(a).

"Agreement" means this Financing Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"Alternative Interest Rate Election Event" has the meaning specified therefor in the definition of "LIBOR Rate".

"Anti-Corruption Laws" has the meaning specified therefor in Section 6.01(jj)(i).

"Anti-Money Laundering and Anti-Terrorism Laws" means any Requirement of Law relating to terrorism, economic sanctions or money laundering, including, without limitation, (a) the Money Laundering Control Act of 1986 (*i.e.*, 18 U.S.C. §§ 1956 and 1957), (b) the Bank Secrecy Act of 1970 (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), and the implementing regulations promulgated thereunder, (c) the USA PATRIOT Act and the implementing regulations promulgated thereunder, (d) the laws, regulations and Executive Orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (e) any law prohibiting or directed against terrorist activities or the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B), and (f) any similar laws enacted in the United States or any other jurisdictions in which the parties to this Agreement operate, as any of the foregoing laws have been, or shall hereafter be, amended, renewed, extended, or replaced and all other present and future legal requirements of any Governmental Authority governing, addressing, relating to, or attempting to eliminate, terrorist acts and acts of war and any regulations promulgated pursuant thereto.

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of any Revolving Loan or the Term Loan (or any portion thereof):

(a) From the Effective Date until September 30, 2020 (the "Initial Applicable Margin Period"), the relevant Applicable Margin shall be set at Level II in the table below.

(b) After the Initial Applicable Margin Period, the relevant Applicable Margin shall be set at the respective level indicated below based upon the Total Leverage Ratio of the Loan Parties set forth opposite thereto, which ratio shall be calculated on the last day of the most recent fiscal quarter of the Parent and its Subsidiaries for which financial statements and a Compliance Certificate are received by the Agents and the Lenders in accordance with Section 7.01(a)(i) and Section 7.01(a)(iv):

Level	Total Leverage Ratio	Reference Rate Loans	LIBOR Rate Loans
I	Greater than or equal to 3.75 to 1:00	4.75%	6.75%
II	Greater than or equal to 2.75 to 1.00 and less than 3.75 to 1:00	4.50%	6.50%
III	Less than 2.75 to 1.00	4.25%	6.25%

(c) Subject to clause (d) below, the adjustment of the Applicable Margin (if any) will occur 2 Business Days after the date the Administrative Agent receives the applicable financial statements and a Compliance Certificate in accordance with Section 7.01(a)(i) and Section 7.01(a)(iv).

(d) Notwithstanding the foregoing:

(i) the Applicable Margin shall be set at Level I in the table above (x) upon the occurrence and during the continuation of an Event of Default, or (y) if for any period, the Administrative Agent does not receive the financial statements and certificates described in clause (c) above, for the period commencing on the date such financial statements and certificate were required to be delivered through the date on which such financial statements and certificate are actually received by the Administrative Agent and the Lenders; and

(ii) in the event that any financial statement or certificate described in clause (c) above is inaccurate (regardless of whether this Agreement or any Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any fiscal period, then the Applicable Margin for such fiscal period shall be adjusted retroactively (to the effective date of the determination of the Applicable Margin that was based upon the delivery of such inaccurate financial statement or certificate) to reflect the correct Applicable Margin, and the Borrowers shall promptly make payments to the Agents and the Lenders to reflect such adjustment.

"Applicable Prepayment Premium" means, as of any date of determination, with respect to and in the event of any prepayment of the Term Loans, (a) during the period of time from and after the Effective Date up to and including the date that is the first anniversary of the Effective Date, an amount equal to 2.00% times the principal amount of any such prepayment of the Term Loan on such date, (b) during the period of time after the date that is the first anniversary of the Effective Date up to and including the date that is the second anniversary of the Effective Date, an amount equal to 1.00% times the principal amount of any such prepayment of the Term Loan on such date, and (c) from the second anniversary of the Effective Date and at all times thereafter, zero.

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Collateral Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit D hereto or such other form reasonably acceptable to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president, executive vice president, vice president or manager of such Person or any other officer of such Person designated as an "Authorized Officer" by any of the foregoing officers in a writing delivered to the Agents.

"Availability" means, at any time, the difference between (a) the Total Revolving Credit Commitment and (b) the aggregate outstanding principal amount of all Revolving Loans.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors

"Board" means the Board of Governors of the Federal Reserve System of the United States.

"Board of Directors" means, (a) with respect to any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) with respect to a partnership, the board of directors or equivalent governing body of the general partner of the partnership, (c) with respect to a limited liability company, the managing member or members or any controlling committee or board of managers of such company or the sole member or the managing member thereof, and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Borrower" and "Borrowers" have the meanings specified therefor in the preamble hereto. As of the Effective Date, the Administrative Borrower is the only Borrower under this Agreement.

"Business Day" means (a) for all purposes other than as described in clause (b) below, any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close, and (b) with respect to the borrowing, payment or continuation of, or determination of interest rate on, LIBOR Rate Loans, any day that is a Business Day described in clause (a) above and on which dealings in Dollars may be carried on in the interbank eurodollar markets in New York City and London.

"Capital Expenditures" means, with respect to any Person for any period, the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed and including all Capitalized Lease Obligations added during such period; provided, that the term "Capital Expenditures" shall not include any such expenditures which constitute (a) expenditures by the Parent or any of its Subsidiaries made in connection with the replacement, substitution or restoration of such Person's assets (i) to the extent financed from (A) insurance proceeds and other proceeds relating to the loss of property paid on account of the loss of or damage to, destruction of or condemnation of the assets being replaced or restored by such Person that has received such proceeds or (B) proceeds received by such Person from any Disposition permitted under this Agreement, in each case, so long as the Borrowers are permitted to reinvest such proceeds pursuant to Section 2.05(c)(viii) or (ii) with compensation awards arising from the taking by eminent domain or condemnation of the assets being replaced, (b) expenditures financed with the proceeds received from the sale or issuance of Equity Interests to the Sponsor or any other Persons, (c) a Permitted Acquisition or any investment permitted hereunder, (d) expenditures that are accounted for as capital expenditures of such Person and that actually are paid for by a third party (excluding any Loan Party) and for which no Loan Party has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other person (whether before, during or after such period), and (e) the purchase price of equipment that is purchased substantially contemporaneously with the trade in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for the equipment being traded in at such time.

"Capitalized Lease" means, with respect to any Person, any lease of real or personal property by such Person as lessee which is (a) required under GAAP to be capitalized on the balance sheet of such Person or (b) a transaction of a type commonly known as a "synthetic lease" (i.e., a lease transaction that is treated as an operating lease for accounting purposes but with respect to which payments of rent are intended to be treated as payments of principal and interest on a loan for Federal income tax purposes).

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"CARES Act" means the Coronavirus Aid, Relief and Economic Security Act, as amended, and the related rules and regulations promulgated thereunder.

"CARES Act Indebtedness" means any unsecured loan or other financial accommodation under the Payroll Protection Program established pursuant to the CARES Act under 15 U.S.C. 636(a)(36) (as added to the Small Business Act by Section 1102 of the CARES Act).

"Cash Equivalents" means

(a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within 1 year from the date of acquisition thereof;

(b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group or Moody's Investors Service, Inc.;

(c) commercial paper, maturing not more than 1 year after the date of issue rated P-1 by Moody's or A-1 by Standard & Poor's;

(d) certificates of deposit maturing not more than 1 year after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000;

(e) deposit accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation;

(f) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof;

(g) debt securities with maturities of 6 months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above;

(h) money market accounts maintained with mutual funds having assets in excess of $500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and

(i) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party (other than the Excluded Accounts) maintained at one or more Cash Management Banks listed on Schedule 8.01.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"CEA" means the Commodity Exchange Act (7 U.S.C.§1 et seq.), as amended from time to time, and any successor statute.

"Cerberus" has the meaning specified therefor in the preamble hereto.

"CFTC" means the Commodity Futures Trading Commission.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) at any time prior to a public offering of any Equity Interests of the Parent or any parent company of the Parent, (i) the Permitted Holders cease beneficially and of record to own and control, directly or indirectly, at least 51% on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent, (ii) the Sponsor ceases beneficially and of record to own and control, directly or indirectly, at least 33% on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent or (iii) the Sponsor ceases beneficially and of record to own and control, directly or indirectly, the largest percentage on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent necessary to nominate or elect a majority of the Board of Directors of the Parent;

(b) at any time after a public offering of any Equity Interests of the Parent or any parent company of the Parent, the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act), other than a Permitted Holder, of beneficial ownership of more than the greater of (x) 35% of the aggregate outstanding voting power of the Equity Interests of the Parent and (y) the percentage on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent then owned by the Permitted Holders;

(c) at any time after a public offering of any Equity Interests of the Parent or any parent company of the Parent, during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Parent (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of the Parent was approved by a vote of at least a majority the directors of

the Parent then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of the Parent;

(d) the Parent shall cease to have, directly or indirectly, the aggregate beneficial ownership (as defined in Rule13d-3 under the Exchange Act) of at least the percentage of the aggregate voting power or economic power of the Equity Interests of each other Loan Party held by it on the Effective Date (or, with respect to any Subsidiary that becomes a Loan Party after the Effective Date, on the date such Subsidiary becomes a Loan Party hereunder), other than pursuant to a transaction permitted under Section 7.02(c) of this Agreement; or

(e) at any time after a public offering of any of the Equity Interests of the Parent or any parent company of the Parent (i) any Loan Party consolidates or amalgamates with or merges into another entity or conveys, transfers or leases all or substantially all of its property and assets to another Person, unless otherwise permitted hereunder or (ii) any entity consolidates or amalgamates with or merges into any Loan Party in a transaction pursuant to which the outstanding voting Equity Interests of such Loan Party are reclassified or changed into or exchanged for cash, securities or other property, other than any such transaction described in this clause (ii) in which either (A) in the case of any such transaction involving the Parent, no person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder has, directly or indirectly, acquired beneficial ownership of more than 35% of the aggregate outstanding voting Equity Interests of the Parent or (B) in the case of any such transaction involving a Loan Party other than the Parent, the Parent has beneficial ownership on a fully diluted basis of at least the same percentage of the aggregate voting and economic power of all Equity Interests of the resulting, surviving or transferee entity as it held prior to the date of such transaction.

"Club Ready Settlement" means the settlement agreement between Xponential Fitness LLC, ClubEssential Holdings, LLC and ClubReady, LLC pursuant to which ClubReady, LLC has agreed to reimbursement Xponential Fitness LLC for payments made in connection with third-party development labor in an amount not to exceed $2,000,000.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Loan Party upon which a Lien is granted or purported to be granted by such Loan Party as security for all or any part of the Obligations; provided, that the term "Collateral" shall not include any "Excluded Property" (as defined in the Security Agreement).

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Commitments" means, with respect to each Lender, such Lender's Revolving Credit Commitment and Term Loan Commitment.

"Competitor" means any Person which is a direct competitor of the Loan Parties or their Subsidiaries in the same or substantially similar line of business as the Loan Parties or their Subsidiaries as of the Effective Date, if, in each case, at the time of a proposed assignment

or participation, Agents and the assigning Lender have been notified in writing by the Administrative Borrower that such a Person is a direct competitor of the Loan Parties or their Subsidiaries.

"Compliance Certificate" has the meaning specified therefor in Section 7.01(a)(iv).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(a) increased (without duplication) by the following, in each case (other than clauses (vii) and (ix)) to the extent deducted (and not added back) in determining Consolidated Net Income for such period:

(i) any provision for (or less any benefit, including income tax credits and refunds, from) income taxes (including franchise, gross receipts and single business taxes imposed in lieu of income taxes); plus

(ii) depreciation and amortization expense of such Person for such period; plus

(iii) the amount of any documented and clearly identifiable restructuring charges; provided that the amounts added to Consolidated EBITDA pursuant to this clause (iii) shall not exceed the lesser of 5% of Consolidated EBITDA and $3,000,000 for any period; and provided further, that amounts added to Consolidated EBITDA pursuant to this clause (iii) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (vi) (other than pursuant to clause (vi)(1)) and clause (vii) shall not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter; plus

(iv) any other non-cash charges or adjustments, including (A) any write offs or write downs reducing Consolidated Net Income for such period, (B) equity-based awards compensation expense and expenses related to or associated with deferred compensation programs, (C) losses on sales, disposals or abandonment of, or any impairment charges or asset write-down or write-off related to, intangible assets, long-lived assets, inventory and investments in debt and equity securities, (D) all losses from investments recorded using the equity method, (E) charges for facilities closed prior to the applicable lease expiration, and (F) non-cash expenses in connection with new studio or other facility openings and closings; plus

(v) the amount of (i) board of directors fees not to exceed $500,000 in the aggregate for such period and (ii) any Permitted Management Fees and related indemnities and expenses paid or accrued in such period under the Management Agreement, in each case, to the extent permitted hereunder; plus

(vi) (1) all fees, costs, charges or expenses in connection with Permitted Acquisitions and other Investments permitted hereunder (including Acquisitions consummated prior to the Effective Date), whether or not such acquisitions are consummated; provided, (A) with respect to Permitted Acquisitions and other Investments permitted hereunder that are consummated, such fees, costs, charges or expenses (a) are incurred within 120 days following the consummation of such acquisition or Investment and (b) shall not exceed $1,500,000 for any period, and (B) with respect to acquisitions and Investments which are not consummated, the aggregate amount of such fees, costs, charges or expenses added back shall not exceed $750,000 in the aggregate for such period and (2) the amount of extraordinary, nonrecurring or unusual losses (including all fees and expenses relating thereto), charges or expenses, integration costs, transition costs, pre- opening, opening, consolidation and closing costs for facilities or studios, costs and operating expenses incurred in connection with any strategic initiatives or attributable to the implementation of cost saving initiatives, costs or accruals or reserves incurred in connection with Permitted Acquisitions and whether or not such acquisitions are consummated) whether on, after or prior to the Effective Date, other business optimization expenses (including costs and expenses relating to business optimization programs and new systems design and implementation costs), severance costs and expenses, one-time compensation charges, retention or completion bonuses, executive recruiting costs, consulting fees, restructuring costs and reserves, and curtailments or modifications to pension and postretirement employee benefit plans; provided, that the amounts added to Consolidated EBITDA pursuant to this clause (vi)(2) shall not exceed the lesser of 17.5% of Consolidated EBITDA and $11,000,000 for such period; and provided further, that amounts added to Consolidated EBITDA pursuant to this clause (vi) (other than pursuant to clause (vi)(1)) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (iii) and clause (vii) shall not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter; plus

(vii) the amount of "run-rate" cost savings, cost synergies and operating expense reductions related to restructurings, or cost savings initiatives that are projected by the Administrative Borrower in good faith to result from Permitted Acquisitions and Investments permitted hereunder with respect to which all actions have been taken and factual support has been provided to Lenders, in each case, during the 12 month period

following such Permitted Acquisition or Investment (provided that in each case, such cost savings, cost synergies or operating expense reductions shall be certified by management of the Administrative Borrower and calculated on a pro forma basis as though such cost savings, cost synergies or operating expense reductions had been realized on the first day of such period), net of the amount of actual benefits realized from such actions during such period (it is understood and agreed that "run-rate" means the full recurring benefit that is associated with any action taken (which adjustments shall exclude the annualization of any studio royalties); provided that such cost savings, cost synergies and operating expenses are reasonably identifiable and factually supportable; and provided further that the amounts added to Consolidated EBITDA pursuant to this clause shall not exceed the lesser of 7.5% of Consolidated EBITDA and $4,000,000 for such period; and provided further, that amounts added to Consolidated EBITDA pursuant to this clause (vii) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (iii) and clause (vi) (other than pursuant to clause (vi)(1)) shall not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter; plus

(viii) any non-cash costs or expense incurred by the Parent or a Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement; plus

(ix) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (b) below for any previous period and not added back; plus

(x) Consolidated Interest Expense for such period; plus

(xi) to the extent covered by insurance and actually reimbursed in cash, expenses with respect to liability or casualty events; plus

(xii) any proceeds of a business interruption insurance claim actually received in cash and solely to the extent replacing lost profits; plus

(xiii) any losses or start-up costs or expenses (excluding marketing costs and expenses funded or reasonably and in good faith expected to be funded with amounts contributed by franchisees in to marketing funds) incurred and reducing Consolidated Net Income for such period; provided that with respect to any test period, such amounts (A) be solely and directly attributable to any brand acquired by the Parent or any other Loan Party during the trailing twelve month period following the acquisition of such brand, (B) shall not exceed an amount equal to (i) $2,000,000 in the aggregate for any period ending after December 31, 2019 but on or prior to March 31, 2020, (ii) $1,000,000 in the aggregate for

any period ending after March 31, 2020 but on or prior to June 30, 2020 and (iii) $0 in the aggregate for any period ending after June 30, 2020 and (C) be supported by documentation to the satisfaction of the Administrative Agent; plus

(xiv) solely to the extent not duplicative of amounts added back pursuant to clauses (i) through (xiii) above, addbacks identified in the RSM quality of earnings report dated February 27, 2020; plus

(xv) non-recurring Pure Barre Studio refresh expenses in an aggregate amount not to exceed $15,000,000; plus

(xvi) non-cash losses related to the fair value accounting of contingent liabilities including earn-outs; plus

(xvii) marketing expenses in an aggregate amount not to exceed (i) $1,750,000 for the period ending on March 31, 2020, (ii) $1,500,000 for the period ending on June 30, 2020, (iii) $1,000,000 for the period ending on September 30, 2020, and (iv) $0 for any period ending thereafter; plus

(xviii) non-recurring costs and expenses in connection with Studio Support for any period ending on or after June 30, 2020 until the period ending September 30, 2021, in an aggregate amount not to exceed $4,000,000; plus

(xix) non-recurring legal fees related to AKT seller mediation and/or litigation in an aggregate amount not to exceed $750,000;

(b) decreased (without duplication) by the following, in each case to the extent included in determining Consolidated Net Income for such period:

(i) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding anynon-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period; plus

(ii) any non-cash gains with respect to cash actually received in a prior period unless such cash did not increase Consolidated EBITDA in such prior period; plus

(iii) extraordinary gains and unusual ornon-recurring gains (less all fees and expenses relating thereto); plus

(iv) non-cash gains related to the fair value accounting of contingent liabilities including earn-outs;

(v) in each case to the extent included in determining such Consolidated Net Income for such period and without duplication, the amount of positive Consolidated EBITDA of Subsidiaries that have not guaranteed the Obligations hereunder and provided Liens on their assets securing the Obligations for such period;

(c) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of FASB Accounting Standards Codification 460, Guarantees.

For purposes of determining compliance with any financial test or ratio hereunder, Consolidated EBITDA (computed in accordance with the terms of this definition) of any Subsidiary acquired in a Permitted Acquisition by the Parent or any of its Subsidiaries during such period shall be included in determining Consolidated EBITDA of the Parent and its Subsidiaries for any period as if such Subsidiary was acquired at the beginning of such period. Notwithstanding the foregoing, the amount added to Consolidated EBITDA pursuant to clauses (a)(iii), (a)(vi) (other than pursuant to clause (a)(vi)(1)), (a)(vii) and (a)(xiii) may in the aggregate not exceed (x) the lesser of 20% of Consolidated EBITDA and $11,000,000 for any period ending on or before June 30, 2020, (y) the lesser of 12.5% of Consolidated EBITDA and $8,000,000 for any period ending after June 30, 2020 but on or before December 31, 2020, and (z) the lesser of 10% of Consolidated EBITDA and $6,500,000 for any period ending thereafter.

Notwithstanding the foregoing, for each of the periods set forth below, Consolidated EBITDA shall be the amount set forth opposite such period:

APPLICABLE PERIOD	CONSOLIDATED EBITDA
Fiscal Quarter ended March 31, 2019	$17,129,000
Fiscal Quarter ended June 30, 2019	$14,284,000
Fiscal Quarter ended September 30, 2019	$15,085,000
Fiscal Quarter ended December 31, 2019	$15,280,000

Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, neither the incurrence of any CARES Act Indebtedness nor any payment or forgiveness of all or any portion of any CARES Act Indebtedness shall result in any increase to Consolidated EBITDA for any period.

"Consolidated Funded Indebtedness" means, with respect to any Person at any date and without duplication, all Indebtedness of such Person of the type described in clauses (a), (c), (e), (f) and (i) (to the extent (x) guaranteeing Indebtedness of the type described in clause (a), (c), (e) or (f) of the definition of Indebtedness or (y) consisting of Indebtedness with respect to earn-outs or other deferred payments in respect of Acquisitions consummated prior to the Effective Date and listed on Schedule 1.01(B)) of the definition of Indebtedness, determined on a consolidated basis in accordance with GAAP, including, in any event, but without duplication, with respect to Parent and its Subsidiaries, the Loans and the amount of their Capitalized Lease Obligations.

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; provided, however, that the following shall be excluded (without duplication): (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary, (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation, and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries. On any date of determination, (a) at any time prior to June 30, 2022, the Consolidated Net Income will be measured on a Modified Cash Basis and (b) at any time on or after June 30, 2022, the Consolidated Net Income will be measured on a GAAP accrual basis.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates (other than the Loan Parties) of such Person, debt extinguishment costs, lender and agency fees and other loan servicing fees, Unused Line Fee, write-downs of deferred financing costs and original issue discount, commissions and fees with respect to letters of credit, imputed interest on Capitalized Leases and similar items), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take- or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in

respect thereof; provided, however, that the term "Contingent Obligation" shall not include any indemnities on product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith. All existing Contingent Obligations constituting earn-outs or other deferred payments in respect of Acquisitions consummated prior to the Effective Date are listed on Schedule 1.01(B).

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"DDTL Commitment Expiration Date" means the earliest to occur of (a) the date on which the Delayed Draw Term Loan Commitments have been fully drawn, (b) June 28, 2020, (c) the date on which the Delayed Draw Term Loan Commitments are terminated and permanently reduced to zero in accordance with Section 2.05(a)(iii) and (d) the date of the acceleration of the Loans in accordance with the terms of this Agreement.

"DDTL Unused Commitment Fee" has the meaning specified therefor in Section 2.06(c).

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Defaulting Lender" means any Lender that (i) has failed to fund any portion of the Loans required to be funded by it hereunder within one Business Day of the date required to be funded by it hereunder and has not cured such failure prior to the date of determination, (ii) has otherwise failed to pay over to any Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, and has not cured such failure prior to the date of determination, or (iii) has been deemed insolvent or become the subject of an Insolvency Proceeding.

"Delayed Draw Term Loan" means, collectively, the loans made by the Delayed Draw Term Loan Lenders to the Borrowers pursuant to Section 2.01(a)(iii).

"Delayed Draw Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make a Delayed Draw Term Loan to the Borrower in the amount set forth under the heading 'Delayed Draw Term Loan' in Schedule 1.01(A) hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Delayed Draw Term Loan Lender" means a Lender with a Delayed Draw Term Loan Commitment or a Delayed Draw Term Loan.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells, assigns, transfers or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person, excluding any sales of Inventory in the ordinary course of business on ordinary business terms.

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the date which is 91 days after the Final Maturity Date, (b) is convertible into or exchangeable for (i) debt securities or (ii) any Equity Interests referred to in clause (a) above, in each case at any time prior to the date which is 91 days after the Final Maturity Date, (c) contains any repurchase obligation that may come into effect either (i) prior to payment in full of all Obligations (other than unasserted contingent indemnification Obligations) or (ii) prior to the date that is 91 days after the Final Maturity Date or (d) provides for scheduled payments or the payment of cash dividends or distributions prior to the date that is 91 days after the Final Maturity Date; provided, however, that any Equity Interests that would not constitute Disqualified Equity Interests but for provisions thereof giving holders thereof (or the holders of any security into or for which such Equity Interests is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Equity Interests upon the occurrence of a Change of Control or a Disposition occurring prior to the date which is 91 days after the Final Maturity Date shall not constitute Disqualified Equity Interests if such Equity Interests provide that the issuer thereof will not redeem any such Equity Interests pursuant to such provisions prior to the date which is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary incorporated or organized under the laws of the United States of America, any state thereof or the District of Columbia.

"Effective Date" means February 28, 2020, the first date on which each of the conditions precedent set forth in Section 5.01 shall have been satisfied (or waived) in a manner reasonably satisfactory to the Agents.

"Effectiveness Date" means the date indicated in a document or agreement to be the date on which such document or agreement becomes effective, or, if there is no such indication, the date of execution of such document or agreement.

"Eligible Contract Participant" means an "eligible contract participant" as defined in the CEA and regulations thereunder.

"Eligibility Date" means, with respect to each Borrower and Guarantor and each Swap, the date on which this Agreement or any other Loan Document becomes effective with respect to such Swap (for the avoidance of doubt, the Eligibility Date shall be the Effectiveness Date of such Swap if this Agreement or any other Loan Document is then in effect with respect to such Borrower or Guarantor, and otherwise it shall be the Effectiveness Date of this Agreement and/or such other Loan Document(s) to which such Borrower or Guarantor is a party).

"Eligible Transferee" means (a) a Lender or any Affiliate of a Lender or a Related Fund, (b) a commercial bank organized under the laws of the United States, or any state thereof, and having total assets or net worth in excess of $100,000,000, (c) a commercial bank organized under the laws of any other country which is a member of the Organization for Economic Cooperation and Development or a political subdivision of any such country and which has total assets or net worth in excess of $100,000,000, provided that such bank is acting through a branch or agency located in the United States, (d) a finance company, insurance company, or other financial institution or fund (other than an Affiliated Lender) that is engaged in making, purchasing, or otherwise investing in commercial loans in the ordinary course of its business and having (together with its Affiliates) total assets or net worth in excess of $100,000,000, and (e) any Affiliated Lender. No natural person (or any entity organized for the benefit of a natural person) shall be an Eligible Transferee.

"Employee Plan" means an employee benefit plan (other than a Multiemployer Plan) covered by Title IV of ERISA and maintained (or that was maintained at any time during the 6 calendar years preceding the date of any borrowing hereunder) for employees of any Loan Party or any of its ERISA Affiliates.

"Environmental Actions" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other written communication from any Person or Governmental Authority to any Loan Party or any of its Subsidiaries involving violations of Environmental Laws or Releases of Hazardous Materials (a) from any assets, properties or businesses owned or operated by any Loan Party or any of its Subsidiaries or any predecessor in interest; (b) from adjoining properties or businesses; or (c) onto any facilities which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries or any predecessor in interest.

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as such laws may be amended or otherwise modified from time to time, and any other Requirement of Law, permit, license or other binding determination of any Governmental Authority imposing liability or establishing standards of conduct for protection of the environment or other binding government restrictions relating to the protection of the environment or the Release, deposit or migration of any Hazardous Materials into the environment.

"Environmental Liabilities and Costs" means all liabilities, monetary obligations, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigations and feasibility studies), fines, penalties, sanctions and interest which relate to any environmental condition on or a Release of Hazardous Materials from or onto (i) any property presently or formerly owned by any Loan Party or any of its Subsidiaries or (ii) any facility which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities and Costs.

"Equity Interest" means (a) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, and (b) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Parent of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" within the meaning of Sections 414(b), (c), (m) and (o) of the Internal Revenue Code.

"Event of Default" means any of the events set forth in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated EBITDA of such Person and its Subsidiaries for such period, less (b) the sum of (without duplication):

(i) all cash principal payments made pursuant to Sections 2.03(b) and 2.05(c)(v) and (vii) and all cash principal payments on other Indebtedness (other than the Loans) of such Person or any of its Subsidiaries during such period to the extent such other Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement (but, in the case of revolving loans, only to the extent that the revolving loan commitment in respect thereof is permanently reduced by the amount of such payments),

(ii) all Consolidated Net Interest Expense to the extent paid or payable in cash during such period,

(iii) all payments paid in cash during such period on account of Capital Expenditures and Permitted Acquisitions by such Person and its Subsidiaries to the extent permitted to be made under this Agreement (excluding Capital Expenditures and Permitted Acquisitions to the extent financed through the incurrence of Indebtedness or through the issuance of Equity Interests),

(iv) all scheduled loan servicing fees and other similar fees in respect of Indebtedness of such Person or any of its Subsidiaries paid in cash during such period,

(v) income taxes paid in cash or payable by such Person and its Subsidiaries for such period and any Tax Distributions,

(vi) the aggregate amount paid by the Loan Parties and their Subsidiaries in cash during such period on account of Permitted Acquisitions (excluding the portion of such payments financed through the incurrence of Indebtedness or through the issuance of Equity Interests),

(vii) the excess, if any, of Working Capital at the end of such period minus Working Capital at the beginning of such period (or minus the excess, if any, of Working Capital at the beginning of such period minus Working Capital at the end of such period),

(viii) amounts on account of reserves or accruals established in purchase accounting,

(ix) the amount of Restricted Payments paid in cash pursuant to Section 7.02(h) during such period,

(x) Permitted Management Fees paid during such period to the extent permitted under Section 7.02(h), and

(xi) [Intentionally Omitted];

(xii) any Investments made in accordance with the terms of this Agreement, in each case except to the extent financed with the proceeds of long-term Indebtedness (other than Revolving Loans); and

(xiii) all other cash items added back to calculate Consolidated EBITDA during such period.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Accounts" means any Petty Cash Account and any other deposit account used for (a) funding payroll or segregating payroll taxes or funding other employee wage or benefit payments, (b) segregating 401(k) contributions or contributions to an employee stock purchase plan or (c) funding other employee health and benefit plans.

"Excluded Hedge Liability or Liabilities" means, with respect to each Borrower and Guarantor, each of its Swap Obligations if, and only to the extent that, all or any portion of this Agreement or any Other Document that relates to such Swap Obligation is or becomes illegal under the CEA, or any rule, regulation or order of the CFTC, solely by virtue of such Borrower's and/or Guarantor's failure to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap. Notwithstanding anything to the contrary contained in the foregoing or in any other provision of this Agreement or any Other Document, the foregoing is subject to the following provisos: (a) if a Swap Obligation arises under a master agreement governing more than one Swap, this definition shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guaranty or security interest is or becomes illegal under the CEA, or any rule, regulations or order of the CFTC, solely as a result of the failure by such Borrower or Guarantor for any reason to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap; (b) if a guarantee of a Swap Obligation would cause such obligation to be an Excluded Hedge Liability but the grant of a security interest would not cause such obligation to be an Excluded Hedge Liability, such Swap Obligation shall constitute an Excluded Hedge Liability for purposes of the guaranty but not for purposes of the grant of the security interest; and (c) if there is more than one Borrower or Guarantor executing this Agreement or the Other Documents and a Swap Obligation would be an Excluded Hedge Liability with respect to one or more of such Persons, but not all of them, the definition of Excluded Hedge Liability or Liabilities with respect to each such Person shall only be deemed applicable to (i) the particular Swap Obligations that constitute Excluded Hedge Liabilities with respect to such Person, and (ii) the particular Person with respect to which such Swap Obligations constitute Excluded Hedge Liabilities.

"Excluded Subsidiary" means (a) any Immaterial Subsidiary, (b) any Non-Wholly Owned Subsidiary, (c) any Subsidiary that is prohibited or restricted by law, rule or regulation or by any contractual obligation from providing a guarantee or that would require a governmental (including regulatory) or third party consent, approval, license or authorization in order to provide such guarantee (including under any financial assistance, corporate benefit, thin capitalization, capital maintenance, liquidity maintenance or similar legal principles), it being understood that the Parent and its Subsidiaries shall have no obligation to obtain any such consent, approval, license or authorization, (d) any Foreign Subsidiary and (e) any other Subsidiary designated as such by the Administrative Agent in writing at the request of the Administrative Borrower, such designation to be granted in the reasonable discretion of the Administrative Agent.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profit Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.08, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Sections 2.08(d) or (e) and (d) any withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Agent" means Monroe Capital Management Advisors, LLC.

"Existing Credit Facility" means that certain Second Amended and Restated Credit Agreement, dated as of October 25, 2018 (as amended, restated, supplemented or otherwise modified prior to the Effective Date), by and among the Administrative Borrower, St. Gregory Holdco, LLC, the other Loan Parties signatories thereto, the Existing Lenders and the Existing Agent, together with all other documents and instruments relating thereto.

"Existing Lenders" means the lenders party to the Existing Credit Facility.

"Extraordinary Receipts" means any cash received by Parent or any of its Subsidiaries in connection with the following: (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance and insurance claim refunds (excluding (i) insurance proceeds received which are owed to a third party (including legal, accounting and other professional and transaction fees arising from events giving rise to such proceeds) that is not an Affiliate of Parent or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into by the Loan Parties or their Subsidiaries from time to time in the ordinary course of business, (ii) so long as no Event of Default has occurred and is continuing, business interruption insurance proceeds (if any) and (iii) insurance proceeds received by the Parent or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (excluding, any portion thereof that represents out-of-pocket expenses by such Person), (e)

condemnation awards (and payments in lieu thereof) (excluding any portion thereof that represents out-of-pocket expenses by such Person) and (f) indemnity payments to the extent the amount received is not required to be remitted to any other Person (other than any Affiliate of Parent or any of its Subsidiaries) and to the extent such proceeds exceed the loss, damages, fees, costs and expenses incurred by or actual remediation and replacement costs of the applicable Loan Party or Subsidiary in connection with any such matter.

"Facility" means a parcel of real property owned in fee simple and described on Schedule 6.01(o), including, without limitation, the land on which such facility or office is located, all buildings and other improvements thereon, all fixtures located at or used in connection with such facility or office, all whether now or hereafter existing.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code, any intergovernmental agreement entered into in connection with the foregoing and any legislation, regulations or official rules or practices adopted pursuant to any such intergovernmental agreement.

"FCPA" has the meaning specified therefor in Section 6.01(jj).

"Federal Funds Effective Rate" for any day shall mean the rate per annum (based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1%) announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank (or any successor) in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the "Federal Funds Effective Rate" as of the date of this Agreement; provided, if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the "Federal Funds Effective Rate" for such day shall be the Federal Funds Effective Rate for the last day on which such rate was announced.

"Fee Letter" means the fee letter, dated as of the Effective Date, among the Borrowers and the Collateral Agent

"Final Maturity Date" means the earliest of (i) February 28, 2025, (ii) the date on which all Loans shall become due and payable in accordance with the terms of this Agreement, and (iii) the payment in full of all Obligations (other than contingent indemnification obligations as to which no claim has been made) and the termination of all Commitments.

"Financial Statements" means (a) the audited consolidated balance sheet of the Parent and its Subsidiaries for the Fiscal Year ended December 31, 2018, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (b) the unaudited consolidated balance sheet of the Parent and its Subsidiaries for the thirteen months ended January 31, 2020, and the related consolidated statement of operations, shareholder's equity and cash flows for the thirteen months then ended.

"First Amendment" means the First Amendment to Financing Agreement, dated as of August [4], 2020, among the Loan Parties, the Lenders and the Agents.

"First Amendment Effective Date" has the meaning specified therefor in Section 3 of the First Amendment.

"Fiscal Year" means the fiscal year of the Parent and its Subsidiaries ending on December 31 of each year.

"Flow of Funds Agreement" means a Flow of Funds Agreement, in form and substance reasonably satisfactory to the Collateral Agent, by and among the Loan Parties, the Agents, the Lenders and the other Persons party thereto, and the funds flow memorandum attached thereto describing the sources and uses of all cash payments in connection with the Transactions.

"Foreign Subsidiary" means any Subsidiary of the Parent that is not a Domestic Subsidiary.

"Franchise" means a franchise or licensing arrangement subject to a Franchise Agreement for the operation of a Franchised Location.

"Franchise Agreements" means any franchise agreements whether now existing or hereafter entered into by the Parent or any of its Subsidiaries and related to the franchising of the business of operating a Franchised Location, and all other agreements with any Franchisee, sub-franchisee or similar Person to which any Loan Party is a party, in each case, related to the franchising of the business of operating a Franchised Location, all as amended or modified from time to time.

"Franchise Collections" mean those collections of the Parent and its Subsidiaries derived from any Accounts Receivable, however evidenced, constituting payment obligations, revenue, profits, income, royalties, finder's fees, and deferred sales fees payable to an obligor pursuant to the terms of any Franchise Agreements.

"Franchised Location" means a health and wellness facility owned and operated by a Loan Party or a Franchisee.

"Franchisee" means any franchisee under a Franchise Agreement.

"Funding Losses" has the meaning specified therefor in Section 2.09(e).

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purposes of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the Financial Statements, provided, further, that if there occurs after the date of this Agreement any

change in GAAP that affects in any respect the calculation of the financial covenant contained in Section 7.03 hereof, the Collateral Agent and the Administrative Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrowers after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the financial covenant set forth in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred; provided that neither any Agent nor any Lender shall be entitled to receive any fees (other than reimbursement of their reasonable out-of-pocket expenses (including reasonable legal fees) pursuant to Section 12.04 hereof) in connection with such amendments.

"General Atlantic Investment" means receipt by the Parent of proceeds of a direct or indirect cash equity investment by General Atlantic LLC in an amount equal to no less than $80,000,000; provided, that all material terms and provisions of such investment shall be in form and substance reasonably satisfactory to the Agents.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture agreement, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization.

"Governmental Authority" means any nation or government, any Federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity acting within its legal authority and exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including, without limitation, the SEC.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict or award issued, made, rendered or entered by or with any Governmental Authority.

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" has the meaning specified therefor in the preamble hereto, it being understood and agreed that no Excluded Subsidiaries of the Parent shall be Guarantors.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in ARTICLE XI hereof, (b) the Sponsor Guaranty, and (c) each other guaranty, in form and substance reasonably satisfactory to the Collateral Agent, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means (a) any element, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, special waste, or solid waste under Environmental Laws; (b) any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined in or regulated as such by any Environmental Law and which is present in the environment in such quantity or state that it contravenes any Environmental Law; (c) petroleum and its refined products; (d) polychlorinated biphenyls; (e) any substance exhibiting a hazardous waste characteristic, including, without limitation, corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and (f) any raw materials, building components (including, without limitation, asbestos-containing materials) and manufactured products containing hazardous substances listed or classified as such under Environmental Laws.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor, adjustable strike cap, adjustable strike corridor, cross-currency swap or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements, and (without limiting the generality of any of the foregoing) specifically including any foreign exchange transaction, including spot and forward foreign currency purchases and sales, listed or over-the-counter options on foreign currencies, non- deliverable forwards and options, foreign currency swap agreements, and currency exchange rate price hedging arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non- usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(b).

"Immaterial Subsidiary" means any Subsidiary or group of Subsidiaries identified in writing to the Agents that does not account for, on an aggregate basis, greater than 2.0% of the assets or greater than 2.0% of the revenues of the Parent and its Subsidiaries on a consolidated basis.

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables and accrued expenses or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days (180 days if a *bona fide* dispute exists in respect of such trade payable so long as adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP) after the date such payable was created); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or

upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property, (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities other than obligations and liabilities that are cash collateralized on terms reasonably satisfactory to the Agents; (g) all net obligations and liabilities, calculated on a basis reasonably satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness, provided, however that if recourse in respect of any Indebtedness of the foregoing is limited to specific assets, then such Indebtedness shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the fair market value of the asset encumbered thereby as determined by such Person in good faith; provided further, that Indebtedness shall not include (i) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy warranties or other unperformed obligations of the seller of such asset, (ii) endorsements of checks or drafts arising in the ordinary course of business, (iii) preferred Equity Interests to the extent not constituting Disqualified Equity Interests, (iv) any earnout or similar purchase price obligation until such obligation becomes due and payable and required to be reflected on the balance sheet of such Person in accordance with GAAP, and (v) deferred fees and expenses payable under the Management Agreement. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer, so long as, in the case of a joint venture, such Indebtedness is recourse to any Loan Party. For the avoidance of doubt, "Indebtedness" shall exclude operating leases.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Ineligible Institutions" means (a) a Competitor, (b) those other entities designated in writing by the Administrative Borrower, delivered to the Collateral Agent and agreed to by the Collateral Agent or (c) in the case of clauses (a) and (b), any of their respective Affiliates that are (i) readily identifiable as Affiliates on the basis of their name or (ii) identified by name by the Administrative Borrower to the Collateral Agent in writing from time to time.

~~"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.~~

~~"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by the Loan Parties in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.~~

"Initial Term Loan" means, collectively, the loans made by the Initial Term Loan Lenders to the Borrowers on the Effective Date pursuant to Section 2.01(a)(ii).

"Initial Term Loan Commitment" means, with respect to each Initial Term Loan Lender, the commitment of such Lender to make the Initial Term Loan on the Effective Date to the Borrowers in the amount set forth under the heading "Initial Term Loan" in Schedule 1.01(A) hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement

"Initial Term Loan Lender" means a Lender with an Initial Term Loan Commitment or an Initial Term Loan.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by the Loan Parties in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.

"Interest Period" means, with respect to each LIBOR Rate Loan, a period commencing on the date of the making of such LIBOR Rate Loan (or the continuation of a LIBOR Rate Loan or the conversion of a Reference Rate Loan to a LIBOR Rate Loan) and ending 1, 2 or 3 months thereafter as selected by the Administrative Borrower; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the LIBOR Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is 1, 2 or 3 months after the date on which the Interest Period began, as applicable, and (e) the Administrative Borrower may not select an Interest Period which will end after the Final Maturity Date.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended (or any successor statute thereto) and the regulations thereunder.

"Inventory" means, with respect to any Person, all goods and merchandise of such Person, including, without limitation, all raw materials, work-in-process, packaging, supplies, materials and finished goods of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired.

"Investment" has the meaning specified therefor in Section 7.02(e); provided that the amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, less all returns of principal and other cash returns therefor.

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Domestic Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Landlord Waivers" has the meaning specified therefor in Section 7.01(m).

"Lease" means any lease of real property to which any Loan Party or any of its Subsidiaries is a party as lessor or lessee.

"Lender" has the meaning specified therefor in the preamble hereto.

"LIBOR" means, with respect to any LIBOR Rate Loan for any Interest Period, the London interbank offered rate as calculated by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) and obtained through a nationally recognized service such as the Dow Jones Market Service (Telerate) or Reuters (or on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the "Screen Rate"), or a comparable or successor rate that has been approved by the Administrative Agent, at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided, that, if the Screen Rate shall not be available at such time for such Interest Period (an "Impacted Interest Period") with respect to Dollars, then the LIBOR Rate shall be the Interpolated Rate at such time. "Interpolated Rate" means, at any time, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available in Dollars) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for Dollars) that exceeds the Impacted Interest Period, in each case, at such time. Notwithstanding anything herein to the contrary, if "LIBOR" shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"LIBOR Notice" means a written notice substantially in the form of Exhibit C.

"LIBOR Option" has the meaning specified therefor in Section 2.07(a).

"LIBOR Rate" means, for each Interest Period for each LIBOR Rate Loan, the greater of (a) the rate per annum determined by the Administrative Agent (rounded upwards if

necessary, to the next 1/100%) by dividing (i) LIBOR for such Interest Period by (ii) 100% minus the Reserve Percentage and (b) 1.375% in the case of Term Loans and 1.375% in the case of Revolving Loans. The LIBOR Rate shall be adjusted on and as of the effective day of any change in the Reserve Percentage. ~~If, at any time, the supervisor for the administrator of the offered rates referenced in the definition of LIBOR Rate or a Governmental Authority has made a public statement identifying a specific date after which the offered rates referenced in the definition of LIBOR Rate shall no longer be used for determining interest rates for loans (an "Alternative Interest Rate Election Event"), then the Administrative Agent and the Administrative Borrower shall endeavor to establish an alternate rate of interest to the LIBOR Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable. To the extent an alternate rate of interest is adopted as contemplated hereby, the approved rate shall be applied in a manner consistent with prevailing market convention;provided that, to the extent such prevailing market convention is not administratively feasible for the Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent and the Administrative Borrower. From such time as an Alternative Interest Rate Election Event has occurred and is continuing until an alternate rate of interest has been determined in accordance with the terms and conditions of this paragraph, if any Notice of Borrowing requests a LIBOR Rate Loan, such Loan shall be made as a Base Rate Loan; provided that this sentence shall apply during such period only if the offered rate referenced in the definition of LIBOR Rate for such Interest Period is not available or published at such time on a current basis. Notwithstanding anything contained herein to the contrary, if such alternate rate of interest as determined in this paragraph is determined to be less than 1.375% per annum for Term Loans or 1.375% per annum for Revolving Loans, such rate shall be deemed to be 1.375% per annum for the purposes of this Agreement for Term Loans and 1.375% for the purposes of this Agreement for Revolving Loans.~~

"LIBOR Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the LIBOR Rate.

"Lien" means any mortgage, deed of trust, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security, but not including the interest of a lessor under a lease that is an operating lease.

"Loan" means the Term Loans or any Revolving Loan made by an Agent or a Lender to the Borrowers pursuant to ARTICLE II hereof.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrowers, in which the Borrowers will be charged with all Loans made to, and all other Obligations incurred by, the Borrowers.

"Loan Document" means this Agreement, the Fee Letter, any Guaranty, any Joinder Agreement, any Mortgage, any Security Agreement, the Sponsor Guaranty, the Flow of Funds Agreement, the Intercompany Subordination Agreement, any Perfection Certificate, ~~any~~the First Amendment, the Second Amendment, any collateral access agreement, any landlord subordination or waiver agreement, any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation.

"Loan Party" means any Borrower and any Guarantor.

"Management Agreement" means that certain Management Services Agreement, dated as of September 29, 2017, by and among TPG Growth III Management, LLC and H&W Investco Management LLC.

"Material Adverse Effect" means a material adverse effect on any of (a) the operations, business, assets, properties or financial condition of the Loan Parties taken as a whole, (b) the ability of the Loan Parties taken as a whole to perform any of their payment or reporting obligations under any Loan Document to which it is a party, (c) the legality, validity or enforceability against any Loan Party of this Agreement or any other material Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien (other than the Collateral Agent's Lien on any Collateral the perfection of which is not required under the Loan Documents) in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any of the Collateral having a fair market value in excess of $2,000,000 (except to the extent resulting from any actions or inactions on the part of the Agents based upon timely receipt of information regarding the Loan Parties as required by this Agreement).

"Material Contract" means, with respect to any Person, (a) each contract or agreement to which that Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by that Person or that Subsidiary of $500,000 or more in any Fiscal Year; and (b) all other contracts or agreements as to which the breach, nonperformance, cancellation, or failure to renew (without contemporaneous replacement of substantially equivalent value) by any party could reasonably be expected to have a Material Adverse Effect.

"Material Real Estate Asset" means any individual real property owned in fee- simple, and the improvements thereto, located in the United States of America and having a fair market value (as determined by the Borrower in good faith after taking into account any liabilities with respect thereto that impact such fair market value) in excess of $500,000.

"Modified Cash Basis" means financial reporting on a GAAP accrual basis, except franchise territory sales and equipment sales will be recorded on a cash basis.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage, deed of trust or deed to secure debt, in form and substance reasonably acceptable to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent pursuant to Section 7.01(b), (o), (s) or otherwise.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding 6 years.

"Net Cash Proceeds" means, (a) with respect to any Disposition by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration but only as and when received) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (i) the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection with such Disposition (other than Indebtedness under this Agreement), (ii) reasonable expenses, attorneys' fees, accountants' fees, investment banking fees and other fees related thereto incurred by such Person or such Subsidiary in connection therewith, (iii) transfer taxes paid or reasonably estimated to be payable to any taxing authorities by such Person or such Subsidiary in connection therewith, and (iv) net income taxes to be paid or reasonably estimated to be payable in connection with such Disposition (after taking into account any tax credits or deductions and any tax sharing arrangements) or any Tax Distributions and (b) with respect to the issuance or incurrence of any Indebtedness by any Person or any of its Subsidiaries, or an Equity Issuance, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary in connection therewith, after deducting therefrom only (i) reasonable expenses, attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other reasonable and customary fees and expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (ii) transfer taxes paid or reasonably estimated to be payable by such Person or such Subsidiary in connection therewith and (iii) net income taxes to be paid or reasonably estimated to be payable in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements) or any Tax Distributions; in each case of clause (a) and (b) to the extent, but only to the extent, that the amounts so deducted are (x) actually paid or payable to a Person that, except in the case of reasonable out-of-pocket expenses and tax payment, is not an Affiliate of such Person or any of its Subsidiaries and (y) properly attributable to such transaction or to the asset that is the subject thereof. Notwithstanding any of the foregoing, Net Cash Proceeds shall not include (A) the Net Cash Proceeds owed by a Loan Party to any third-party Person in which such Person has a joint equity interest in a Subsidiary of such Loan Party, (B) in the case of any Disposition or casualty event by a Non-Wholly Owned Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (B)) attributable to minority interests and not available for distribution to or for the account of the Borrower or any wholly- owned Subsidiary as a result thereof, (C) the amount of any reasonable reserve established in accordance with GAAP against any adjustment to the sale price or any liabilities (other than any taxes deducted pursuant to clauses (ii) or (iii) above) (1) related to any of the applicable assets and (2) retained by the Borrower or any of its Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (however, the amount of any subsequent reduction of

such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such Disposition or casualty event occurring on the date of such reduction) and (D) any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition (provided that to the extent that any amounts are released from such escrow to a Borrower or a Subsidiary, such amounts net of any related expenses shall constitute Net Cash Proceeds).

"New Lending Office" has the meaning specified therefor in Section 2.08(d).

"New Subsidiary" has the meaning specified therefor in Section 7.01(b)(i).

"Non-U.S. Lender" has the meaning specified therefor in Section 2.08(d).

"Non-Qualifying Party" means any Borrower or any Guarantor that on the Eligibility Date fails for any reason to qualify as an Eligible Contract Participant.

"Non-Wholly Owned Subsidiary" means a Subsidiary of a Person that is not a Wholly-Owned Subsidiary.

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person. Notwithstanding any of the foregoing, Obligations shall not include any Excluded Hedge Liabilities.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" has the meaning specified therefor in Section 2.08(b).

"Parent" has the meaning specified therefor in the preamble hereto.

"Participant Register" has the meaning specified therefor in Section 12.07(g).

"Payment Office" means the Administrative Agent's office located at 875 Third Avenue, New York, New York, 10022 or at such other office or offices of the Administrative Agent in the United States as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Administrative Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Perfection Certificate" means a Perfection Certificateexecutedby the Administrative Borrower in form and substance reasonably acceptable to the Collateral Agent.

"Permitted Acquisition" means any Acquisition by a Loan Party or any Subsidiary of a Loan Party to the extent that each of the following conditions shall have been satisfied:

(a) the Borrowers shall have furnished to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Agent may reasonably request, including, without limitation, executed counterparts of the respective material agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non- compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of the Parent and its Subsidiaries after the consummation of such Acquisition, (iii) historical financial statements relating to the business or Person to be acquired evidencing positive Consolidated EBITDA on a pro forma basis (with such adjustments as the Agents agree to in good faith) for the four fiscal quarter period most recently ended prior to the date the Acquisition, (iv) a certificate of the chief financial officer of the Administrative Borrower, demonstrating on a pro forma basis compliance, as of the most recently ended fiscal quarter period for which financial statements have been or are required to be delivered hereunder, with all financial covenant set forth in Section 7.03 hereof after the consummation of such Acquisition, and (v) copies of such other agreements, instruments or other documents (including, without limitation, the Loan Documents required by Section 7.01(b)) as any Agent may reasonably request; provided, that with respect to an Acquisition in which the consideration is less than $7,500,000 (a "Limited Permitted Acquisition"), so long as the cash purchase price for such Limited Permitted Acquisition, when aggregated with the cash purchase price of all Limited Permitted Acquisitions (including the proposed Limited Permitted Acquisition) in any Fiscal Year does not exceed $15,000,000, the Borrowers shall only be required to furnish to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition, board materials containing material financial information with respect to such Acquisition provided to the Board of Directors of such Loan Party or its Subsidiaries;

(b) the agreements, instruments and other documents in connection with such Acquisition shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the seller or sellers, or other obligation of the seller or sellers (except for Permitted Indebtedness and obligations incurred in the ordinary course of business in operating the property so acquired and necessary and desirable to the continued operation of such property and except for Indebtedness that either (x) is permitted to be incurred pursuant to Section 7.02(c) or (y) the Agents, with the consent of the Required Lenders, otherwise expressly consent to in writing after their review of the terms of the proposed Acquisition), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(c) any Subsidiary to be acquired or formed as a result of such Acquisition shall be engaged in a similar business (or reasonably related thereto) as the Loan Parties and such Subsidiary will be a directly owned Subsidiary of a Loan Party (it being understood that such Subsidiary may have Foreign Subsidiaries, so long as the principal operations and material assets of the acquired business reside in the United States);

(d) such Acquisition shall be effected in such a manner so that the acquired Equity Interests or assets are owned either by a Loan Party or a directly owned Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party, the continuing or surviving Person shall be such Loan Party or shall become a Loan Party, or Section 7.02(e) shall otherwise be complied with;

(e) any such Subsidiary (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b); and

(f) no Event of Default shall have occurred and be continuing and none shall exist immediately after giving effect thereto; and

(g) the purchase price for such Acquisition shall not exceed $7,500,000, and, when aggregated with the purchase price of all Permitted Acquisitions (including the proposed Acquisition) consummated after the Effective Date, shall not exceed $15,000,000, provided that the portion (if any) of such purchase price funded with (x) Equity Interests of the Administrative Borrower or any parent company or Subsidiary of the Administrative Borrower or (y) the proceeds of equity contributions made by the Sponsor after the Effective Date shall, in each case, be excluded from the purchase price limitations set forth in this clause (g);

(h) after giving pro forma effect to such proposed Acquisition, the Total Leverage Ratio of the Parent and its Subsidiaries for the most recent fiscal quarter for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv) shall not exceed 3.45 to 1.00; and

(i) immediately after giving effect to such Acquisition, Availability shall not be less than $5,000,000.

"Permitted Dispositions" means:

(a) Dispositions of obsolete or worn-out equipment in the ordinary course of business, provided that (i) the Net Cash Proceeds of such Dispositions does not exceed $500,000 in the aggregate in any Fiscal Year and $1,000,000 in the aggregate prior to the Final Maturity Date and (ii) in all cases, are applied in accordance with Section 2.05(c)(v);

(b) Dispositions of assets from any Loan Party or any of its Subsidiaries to any other Loan Party (other than the Parent) or any of its Subsidiaries, provided that, the aggregate amount of all Dispositions by a Loan Party to a Subsidiary of a Loan Party that is not a Loan Party under this clause (b) does not exceed $1,000,000 prior to the Final Maturity Date;

(c) leases or subleases of real property and licenses or sublicenses of intellectual property in the ordinary course of business which do not materially interfere with the business of the Loan Parties and their Subsidiaries in an aggregate amount not to exceed $750,000 during the term of this Agreement;

(d) Dispositions of equipment to the extent that such property is (i) exchanged for fair market value for credit against the purchase price of, or (ii) sold for fair market value in the ordinary course of business for, similar replacement or upgraded property;

(e) Dispositions by the Loan Parties and their Subsidiaries of real property not to exceed $100,000 in the aggregate;

(f) Dispositions (including discounts, cancellation or forgiveness) of Accounts Receivable in connection with compromise, write-down or collection thereof in the ordinary course of business to the extent permitted under this Agreement or in connection with the bankruptcy or reorganization of the applicable Account Debtors and Dispositions of any securities received in any such bankruptcy or reorganization;

(g) (i) the lapse of registered intellectual property of the Loan Parties and their Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of intellectual property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii), such lapse is not materially adverse to the interests of the Secured Parties or the business of any Loan Party or any of its Subsidiaries;

(h) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(i) Dispositions of obsolete, surplus, uneconomical worn out or not useful property in the ordinary course of business;

(j) to the extent constituting a Disposition, the making of Investments permitted by Section 7.02(e) and Restricted Payments permitted by Section 7.02(h) and the granting of Permitted Liens and the issuance of Equity Interests (other than Disqualified Equity Interests);

(k) any surrender, waiver, settlement, compromise, modification or release of contractual rights in the ordinary course of business, or the settlement, release or surrender of tort or other claims of any kind; and

(l) Dispositions of Investments in joint ventures or Non-Wholly Owned Subsidiary to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture or similar parties set forth in joint venture arrangements and/or similar binding arrangements;

(m) Dispositions of Investments permitted by Section 7.02(e)(xx); and

(n) Dispositions by the Borrowers and their Subsidiaries not otherwise permitted under clauses (a) through (m); provided that (i) the aggregate fair market value of all property Disposed of in reliance on this clause (l) (x) in any Fiscal Year shall not exceed $1,000,000 and (y) prior to the Final Maturity Date shall not exceed $2,000,000 and (ii) at least 75% of the purchase price for such asset shall be paid to the applicable Borrower or its Subsidiary in cash.

"Permitted Cure Equity" means Qualified Equity Interests of the Parent.

"Permitted Holder" means the Sponsor, LCAT Franchise Fitness Holdings, General Atlantic LLC and their respective Affiliates and Related Funds.

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents (including any guarantees hereof or thereof);

(b) any other Indebtedness listed on Schedule 7.02(b), and the extension of maturity, refinancing or modification of the terms thereof; provided, however, that (i) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than with respect to fees and expenses incurred for such refinancing, extension or modification) and (ii) no Loan Party or Subsidiary of a Loan Party that was not liable with respect to the Indebtedness prior to its refinancing or modification shall be liable with respect to such Indebtedness after giving effect to its refinancing or modification (a "Permitted Refinancing");

(c) (i) Indebtedness evidenced by Capitalized Lease Obligations listed on Schedule 7.02(c) and (ii) other Capitalized Lease Obligations entered into after the Effective Date in order to finance Capital Expenditures made by the Loan Parties and their Subsidiaries so long as such Indebtedness, when aggregated with the principal amount of all Indebtedness incurred under this clause (c) and clause (d) of this definition, does not exceed $1,000,000 outstanding at any time;

(d) Indebtedness permitted by clause (e)(i) of the definition of "Permitted Lien";

(e) Indebtedness permitted under Section 7.02(e);

(f) Subordinated Indebtedness in the aggregate principal amount at any time outstanding not to exceed $1,500,000 and any Permitted Refinancing thereof;

(g) Indebtedness of the Loan Parties or any of their respective Subsidiaries under any Hedging Agreement so long as such Hedging Agreements are used solely as a part of such Person's normal business operations as a risk management strategy or hedge against changes resulting from market operations and not as a means to speculate for investment purposes on trends and shifts in financial or commodities markets;

(h) Indebtedness in respect of guarantees by a Loan Party in respect of Indebtedness of any other Loan Party or any of its Subsidiaries permitted hereunder;

(i) Indebtedness owed by one Loan Party or any of its Subsidiaries to another Loan Party or any of its Subsidiaries, so long as the making of the loan or other advance by the Loan Party that is acting as the lender is permitted hereunder;

(j) Indebtedness incurred in the ordinary course of business in connection with cash pooling, netting and cash management arrangements consisting of overdrafts or similar arrangements; provided that any such Indebtedness does not consist of Indebtedness for borrowed money and is owed to the financial institutions providing such arrangements and such Indebtedness is extinguished within sixty (60) days;

(k) Indebtedness arising out of the issuance of surety, stay, customs or appeal bonds, letters of credit, bank guarantees and performance bonds and performance and completing guarantees or other similar obligations, in each case incurred in the ordinary course of business in connection with workers' compensation, health, disability or other employee benefits, environmental obligations or property, casualty or liability insurance of Loan Parties and their Subsidiaries and in connection with other surety and performance bonds in the ordinary course of business, and reimbursement obligations in respect of any of the foregoing;

(l) Indebtedness of any of the Loan Parties or any of their respective Subsidiaries thereof consisting of (x) repurchase obligations with respect to Equity Interests of such Person issued to the directors, consultants, managers, officers and employees of any of the Loan Parties or any of their respective Subsidiaries thereof arising upon the death, disability or termination of employment of such director, consultant, manager, officer or employee to the extent such repurchase is permitted under Section 7.02(h) and (y) promissory notes issued by any of the Loan Parties or any of their respective Subsidiaries thereof to directors, consultants, managers, officers and employees (or their spouses or estates) of any of the Loan Parties or any of their respective Subsidiaries thereof to purchase or redeem Equity Interests of such of the Loan Parties or any of their respective Subsidiaries issued to such director, consultant, manager, officer or employee to the extent such purchase or redemption is permitted under Section 7.02(h);

(m) Indebtedness of a Subsidiary acquired after the Effective Date or an entity merged into or consolidated or amalgamated with a Loan Party or any Subsidiary after the Effective Date, and Indebtedness assumed in connection with the acquisition of assets, which

Indebtedness exists at the time of such acquisition, merger or consolidation or amalgamation and is not created in contemplation of such event and where such acquisition, merger or consolidation or amalgamation is otherwise permitted under this Agreement;

(n) additional unsecured Indebtedness of the Loan Parties and their Subsidiaries in an aggregate principal amount not to exceed $1,500,000 at any one time outstanding;

(o) Indebtedness in respect of letters of credit issued by third party financial institutions, so long as the maximum aggregate principal amount of such Indebtedness shall not exceed $500,000;

(p) Indebtedness permitted under Section 9.02;

(q) Indebtedness in respect of earn-outs, purchase price adjustments and other similar payment obligations under agreements entered into in connection with Permitted Acquisitions (and not related to any Acquisition consummated prior to the Effective Date);

(r) Indebtedness incurred in respect of credit cards, credit card processing services, debt cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(s) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price,non-compete or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(t) to the extent constituting Indebtedness, deferred compensation to employees of the Loan Parties incurred in the ordinary course of business;

(u) Indebtedness consisting of the financing of insurance premiums to the extent non-recourse (other than to the insurance premiums); and

(v) Cares Act Indebtedness in an aggregate principal amount not to exceed $5,000,000 outstanding at any time.

"Permitted Investments" means Cash Equivalents. "Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c);

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not

overdue by more than forty-five (45) days or which are bonded or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a); provided, that (i) no such Lien shall at any time be extended to cover any additional property not subject thereto on the Effective Date and (ii) the principal amount of the Indebtedness secured by such Liens shall not be extended, renewed, refunded or refinanced unless such extension, renewal, refunding or refinancing is a Permitted Refinancing;

(e) (i) purchase money Liens on equipment or other assets acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure the purchase price of such equipment or other assets or term loan Indebtedness incurred solely for the purpose of financing the acquisition of such equipment or other assets or (ii) Liens existing on such equipment or other assets at the time of its acquisition; provided, however, that, in case of both clause (i) and (ii) above, (A) no such Lien shall extend to or cover any other property of any Loan Party or any of its Subsidiaries, (B) the principal amount of the Indebtedness secured by any such Lien shall not exceed the lesser of 100% of the fair market value (as calculated at the time of the acquisition of such property) or the cost of the property so held or acquired and (C) the aggregate principal amount of Indebtedness secured by any or all such Liens shall not exceed the principal amount of all Indebtedness incurred under clause (c)(ii) of the definition of Permitted Indebtedness;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due or to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP;

(g) easements, zoning restrictions, survey defects, covenants, conditions, restrictions and similar encumbrances on real property and minor irregularities in the title thereto (and any renewal, replacement, or extension thereof) that do not materially impair the use of such property by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens (and any renewal, replacement, or extension thereof) on real property or equipment securing Indebtedness permitted by subsection (c) of the definition of Permitted Indebtedness;

(i) Liens in the ordinary course of business of a collection bank arising underSection 4-210 of the Uniform Commercial Code on items in the course of collection;

(j) Liens arising by operation of law under Article 2 of the UCC in favor of a reclaiming seller of goods or buyer of goods;

(k) brokers' Liens, bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by any Borrower, Guarantor or Subsidiary thereof (including any restriction on the use of such cash and Cash Equivalents), in each case, granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, including any such Liens or rights of setoff securing amounts owing in the ordinary course of business to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements;

(l) intellectual property licenses, sub-licenses and other similar encumbrances incurred in the ordinary course of business that do not materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of any Borrower, Guarantor or Subsidiary thereof in an aggregate amount not to exceed $750,000;

(m) any exceptions (and any renewal, replacement, or extension thereof) in the Title Insurance Policy for any real property and any other exceptions raised by the title insurer in the title insurance commitment that are omitted from such Title Insurance Policy;

(n) Liens securing judgments for the payment of money not constituting an Event of Default underSection 9.01(k);

(o) any interest or title of a lessor under any lease or sublease entered into by any Loan Party or any of their Subsidiaries as permitted under this Agreement or in the ordinary course of business and any financing statement filed in connection with any such lease or sublease;

(q) Liens on cash collateral securing Indebtedness in respect of letters of credit permitted under clause (o) of the definition of "Permitted Indebtedness";

(r) Liens onassetsoftheapplicableacquiredsubsidiarysecuring Indebtedness permitted under clause (m) of the definition of "Permitted Indebtedness";

(s) Liens in respect of interests in joint ventures; and

(t) other Liens (other than Liens securing Indebtedness) outstanding in an aggregate principal amount not to exceed $750,000.

"Permitted Management Fees" means, at any time prior to an initial public offering, so long as (a) no Event of Default has occurred and is continuing and (b) immediately before and after giving effect to such payment, (i) Availability plus Qualified Cash is greater than or equal to, (A) with respect to any such payment made in any fiscal quarter ending on or before December 31, 2022, $7,500,000 and (B) with respect to any such payment made in any fiscal quarter ending after December 31, 2022, $2,000,000, (ii) the Total Leverage Ratio of the Loan Parties is less than or equal to the then applicable Total Leverage Ratio required under Section 7.03 for the most recent fiscal quarter for which financial statements and a Compliance

Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv), and (iii) with respect to any such payment made in any fiscal quarter ending after June 30, 2021, Consolidated EBITDA of the Loan Parties is greater than $37,000,000 for the most recent trailing four fiscal quarter period for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv), all monitoring or consulting fees payable by any Loan Party pursuant to the Management Agreement in an aggregate amount not to exceed (x) $125,000 in any fiscal quarter ending on or before June 30, 2021 and (y) $187,500 in any fiscal quarter ending after June 30, 2021; provided, that any Permitted Management Fees not paid, due to the failure to satisfy the payment conditions set forth in clauses (a) and (b) above, shall be deferred and may be paid or distributed when such payment conditions have been satisfied.

"Permitted Refinancing" has the meaning specified therefor in clause (b) of the definition of "Permitted Indebtedness".

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Account" means one or more deposit accounts holding a maximum amount of funds on deposit in all such deposit accounts not to exceed $500,000 in the aggregate.

"Plan" means any Employee Plan or Multiemployer Plan.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus two percent (2.00%).

"Projections" has the meaning set forth in Section 7.01(a)(vii).

"Pro Rata Share" means:

(a) with respect to a Lender's obligation to make Revolving Loans and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Revolving Credit Commitment, by (ii) the Total Revolving Credit Commitment, provided, that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans (including Agent Advances);

(b) with respect to a Lender's obligation to make the Initial Term Loan and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Initial Term Loan Commitment, by (ii) the Total Initial Term Loan Commitment, provided that if the Total Initial Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Initial Term Loan and the denominator shall be the aggregate unpaid principal amount of the Initial Term Loan;

(c) with respect to a Lender's obligation to make a Delayed Draw Term Loan and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Delayed Draw Term Loan Commitment, by (ii) the Total Delayed Draw Term Loan Commitment, provided that if the Total Delayed Draw Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Delayed Draw Term Loan and the denominator shall be the aggregate unpaid principal amount of the Delayed Draw Term Loan;

(d) with respect to a Lender's obligation to make the Additional Term Loan and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Additional Term Loan Commitment, by (ii) the Total Additional Term Loan Commitment, provided that if the Total Additional Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Additional Term Loan and the denominator shall be the aggregate unpaid principal amount of the Additional Term Loan; and

(~~d~~ e) with respect to all other matters (including, without limitation, the indemnification obligations arising under Section 10.05), the percentage obtained by dividing (i) the sum of such Lender's Revolving Credit Commitment, Delayed Draw Term Loan Commitment and the unpaid principal amount of such Lender's portion of the Term Loans, by (ii) the sum of the Total Revolving Credit Commitment, the Total Delayed Draw Term Loan Commitment and the aggregate unpaid principal amount of the Term Loans, provided, that, if such Lender's Revolving Credit Commitment shall have been reduced to zero, such Lender's Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Agent Advances) and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of all Revolving Loans (including Agent Advances),

provided, that in the case of (a) and (b) above, the portion of Revolving Loans or the Term Loan held or deemed held by any Affiliated Lender, in each case, shall be excluded for the purposes of making a determination of Pro Rata Share to the extent such term is used to determine any voting rights of the Lenders.

"Public Company Costs" means charges, expenses and costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and charges, expenses and costs in anticipation of, or preparation for, compliance with the provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange for companies with listed equity or debt securities, including directors' or managers' compensation, fees and expense reimbursement, costs, expenses and charges relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"Qualified Cash" means, as of any date of determination, the amount of unrestricted cash and Cash Equivalents of Parent and its consolidated Subsidiaries held in Cash Management Accounts subject to Account Control Agreements.

"Qualified ECP Loan Party" means each Borrower or Guarantor that on the Eligibility Date is (a) a corporation, partnership, proprietorship, organization, trust, or other entity other than a "commodity pool" as defined in Section 1a(10) of the CEA and CFTC regulations thereunder that has total assets exceeding $10,000,000 or (b) an Eligible Contract Participant that can cause another person to qualify as an Eligible Contract Participant on the Eligibility Date under Section 1a(18)(A)(v)(II) of the CEA by entering into or otherwise providing a "letter of credit or keepwell, support, or other agreement" for purposes of Section 1a(18)(A)(v)(II) of the CEA.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" has the meaning specified therefor in Section 7.01(o).

"Recipient" means (a) the Administrative Agent or (b) any Lender.

"Reference Rate" means, for any day, a rate per annum equal to the highest of (a) 4.75% per annum, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% per annum, (c) the LIBOR Rate (which rate shall be calculated based upon an Interest Period of 1 month and shall be determined on a daily basis) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(d).

"Registered Loans" has the meaning specified therefor in Section 12.07(d).

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, a fund or account managed by the investment advisor or investment manager of such Person.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Related Party Assignment" has the meaning specified therefor in Section 12.07(b).

"Related Party Register" has the meaning specified therefor in Section 12.07(d).

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in the ambient air, soil, surface or ground water, or property.

"Released Loan Party" has the meaning specified therefor in Section 12.25.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; (c) perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or (d) perform any other actions authorized by 42 U.S.C. § 9601.

"Replacement Lender" has the meaning specified therefor in Section 4.03(a).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Amount" has the meaning specified therefor in Section 2.09(i)(i).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (d) of the definition thereof) aggregate at least 50.1%.

"Requirements of Law" means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case that are applicable to and legally binding upon such Person or any of its property.

"Reserve Percentage" means, on any day, for any Lender, the maximum percentage prescribed by the Board (or any successor Governmental Authority) for determining

the reserve requirements (including any basic, supplemental, marginal, or emergency reserves) that are in effect on such date with respect to eurocurrency funding (currently referred to as "Eurocurrency Liabilities") of that Lender, but so long as such Lender is not required or directed under applicable regulations to maintain such reserves, the Reserve Percentage shall be zero.

"Restricted Payment" has the meaning specified therefor in Section 7.02(h).

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrowers in the amount set forth opposite such Lender's name in Schedule 1.01(A) hereto, as such amount may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Revolving Loan" means a loan made by a Lender to the Borrowers pursuant to Section 2.01(a)(i).

"Revolving Loan Lender" means a Lender with a Revolving Credit Commitment.

"Revolving Loan Obligations" means any Obligations with respect to the Revolving Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, or debarred person under any of the U.S. Anti-Money Laundering and Anti-Terrorism Laws.

"SBA" means the U.S. Small Business Administration.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Second Amendment" means the Second Amendment to Financing Agreement, dated as of March [24], 2021, among the Loan Parties, the Lenders and the Agents.

"Second Amendment Effective Date" has the meaning specified therefor in Section 3 of the Second Amendment.

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time.

"Securitization" has the meaning specified therefor in Section 12.07(j).

"Security Agreement" means a Pledge and Security Agreement made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably acceptable to the Collateral Agent, securing the Obligations and delivered to the Collateral Agent.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"Small Business Act" means the Small Business Act (15 U.S. Code Chapter 14A – Aid to Small Business).

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person on a going concern basis is not less than the total amount of the liabilities of such Person, (b) the present fair salable value of the assets of such Person on a going concern basis is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

"Sponsor" means Snapdragon Capital Partners LLC and their Controlled Investment Affiliates (but excluding any portfolio company thereof).

"Sponsor Guarantor" has the meaning specified therefor in the preamble to the First Amendment.

"Sponsor Guaranty" means that certain Limited Guaranty in the form attached as Annex B to the First Amendment (or otherwise in a form reasonably acceptable to the Collateral Agent) and dated as of the First Amendment Effective Date, made by the Sponsor Guarantor in favor of the Collateral Agent, for the benefit of the Agents and the Lenders, as such guarantee may be amended, restated, supplemented or modified from time to time on terms and conditions reasonably acceptable to the Collateral Agent.

"Sponsor Guaranty Event of Default" means a "Sponsor Event of Default" as defined in the Sponsor Guaranty.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of S&P Global Inc. and any successor thereto.

"Studio Support" means Investments made by any Loan Party in any franchisee in order to provide additional financial support (in the form of payment of rent or other expenses of such franchisee) and/or additional marketing support (in addition to marketing support with respect to any "Marketing Fund") for a period not to exceed three (3) months after the reopening of such franchisee.

"Subordinated Indebtedness" means Indebtedness (including without limitation, Indebtedness obtained to finance a Permitted Acquisition) of any Loan Party; provided that such Indebtedness (a) has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents by the execution and delivery of a subordination agreement, in form and substance reasonably satisfactory to the Administrative Agent, (b) does not mature prior to the date that is 91 days after the Final Maturity Date, (c) has no scheduled amortization or payments, repurchases or redemptions of principal prior to the date that is 91 days after the Final Maturity Date, and (d) contains covenants that are no more restrictive than those contained herein.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person.

"Swap" means any "swap" as defined in Section 1a(47) of the CEA and regulations thereunder other than (a) a swap entered into on, or subject to the rules of, a board of trade designated as a contract market under Section 5 of the CEA, or (b) a commodity option entered into pursuant to CFTC Regulation 32.3(a).

"Swap Obligation" means any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap.

"Tax Distributions" has the meaning specified therefor in Section 7.02(h)(A).

"Tax Group" has the meaning specified therefor in Section 7.02(h)(A).

"Tax Receivable Agreement" means a customary tax receivable agreement among Xponential Fitness, Inc., Parent and the "Members" party thereto, as such agreement may be amended or otherwise modified from time to time to the extent (solely in the event of amendments or modifications that are materially adverse to the interests of the Lenders, it being understood that any modification that would increase the obligations of the Parent and its Subsidiaries thereunder by more than 10% would be deemed materially adverse to the interests of the Lenders) approved in writing by the Collateral Agent.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan" and "Term Loans" means, collectively, the Initial Term Loan ~~and~~, the Delayed Draw Term Loans **and the Additional Term Loan**, individually or collectively, as the context requires.

"Term Loan Commitment" means, collectively, the Initial Term Loan Commitment ~~and~~, the Delayed Draw Term Loan Commitment **and the Additional Term Loan Commitment**.

"Term Loan Lender" means a Lender with a Term Loan Commitment or a Term Loan.

"Term Loan Obligations" means any Obligations with respect to the Term Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Termination Event" means (a) a Reportable Event with respect to any Employee Plan, (b) any event that causes any Loan Party or any of its ERISA Affiliates to incur liability under Section 515 (other than for payment of timely contributions to one or more Multiemployer Plans), 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 of the Internal Revenue Code, (c) the filing of a notice of intent to terminate an Employee Plan or the treatment of an Employee Plan amendment as a termination under Section 4041 of ERISA, (d) the institution of proceedings by the PBGC to terminate an Employee Plan, or (e) any other event or condition that could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Employee Plan.

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance reasonably satisfactory to the Collateral Agent, together with all reasonable and customary endorsements as the Collateral Agent may reasonably request to the extent the same are available in the applicable jurisdiction at commercially reasonable rates, provided however that (i) in lieu of a zoning endorsement the Collateral Agent shall accept a zoning report from a nationally recognized zoning report provider and (ii) an ALTA 9, Comprehensive Endorsement, shall not be required if not available at a nominal rate, issued by or on behalf of a title insurance company reasonably satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an amount equal to 115% of the fair market value of the Material Real Estate Asset covered thereby, delivered to the Collateral Agent.

"Total Additional Term Loan Commitment" means the sum of the amounts of the Additional Term Loan Commitments.

"Total Commitment" means the sum of the Total Revolving Credit Commitment and the Total Term Loan Commitment.

"Total Delayed Draw Term Loan Commitment" means the sum of the amounts of the Delayed Draw Term Loan Commitments.

"Total Initial Term Loan Commitment" means the sum of the amounts of the Lenders' Initial Term Loan Commitments.

"Total Leverage Ratio" means, on any date of determination, the ratio of (a) the amount of Consolidated Funded Indebtedness of the Parent and its Subsidiaries on such date to (b) Consolidated EBITDA of the Parent and its Subsidiaries for the four consecutive fiscal quarter period ending prior to such date.

"Total Revolving Credit Commitment" means the sum of the amounts of the Lenders' Revolving Credit Commitments.

"Total Term Loan Commitment" means the sum of the amounts of the Total Initial Term Loan Commitments~~and,~~ the Total Delayed Draw Term Loan Commitments **and the Total Additional Term Loan Commitment**.

"Transactions" means, collectively, the transactions to occur on or about the Effective Date pursuant to the Loan Documents, including (a) the execution, delivery and performance of the Loan Documents and the making of the Loans hereunder, (b) the payment in full of the Existing Credit Facility, (c) the consummation of the Permitted Holder Contribution, and (d) the payment of all fees and expenses to be paid on or prior to the Effective Date and owing in connection with the foregoing.

"Transferee" means any Agent or any Lender (or any transferee or assignee thereof, including a participation holder.

"Uniform Commercial Code" has the meaning specified therefor in Section 1.03.

"Unused Line Fee" has the meaning specified therefor in Section 2.06(a).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Internal Revenue Code.

"WARN" has the meaning specified therefor in Section 6.01(z).

"Working Capital" means at any date of determination thereof, (i) the sum, for any Person and its Subsidiaries on a consolidated basis, of (A) the current expected balance of all Accounts Receivable of such Person and its Subsidiaries as at such date of determination, plus (B) the aggregate book value of all Inventory of such Person and its Subsidiaries as at such date of determination, plus (C) the aggregate amount of prepaid expenses and other current

assets of such Person (other than cash and Cash Equivalents) and its Subsidiaries as at such date of determination, minus (ii) the sum, for such Person and its Subsidiaries, of (X) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (Y) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (but, excluding from accounts payable and accrued expenses, the current portion of long-term debt and all accrued interest, taxes and management fees).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction . References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing (which may include e-mail) pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing (which may include e-mail) by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agents and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to the actual knowledge of the chief executive officer, president, chief financial officer, treasurer, assistant treasurer or general counsel of the Administrative Borrower, but in any event, with respect to financial matters, the chief executive officer, chief financial officer or treasurer of

Administrative Borrower. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder. For purposes of covenant compliance, the amount of any Investment by a Loan Party or any of its Subsidiaries in any other Loan Party or Subsidiary of a Loan Party shall be the greater of (i) the amount actually invested decreased by management fees and distributions representing a return of capital with respect to such Investment received by a Loan Party or a Subsidiary and (ii) zero.

Section 1.04 Accounting and Other Terms. (a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP applied on a basis consistent with those used in preparing the Financial Statements. All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Administrative Agent and the Administrative Borrower may otherwise agree in writing.

(b) For purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, (i) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 840 (or any other similar promulgation or methodology under GAAP with respect to the same subject matter as FASB ASC 840) on the definitions and covenants herein, GAAP as in effect on December 31, 2016 shall be applied and

(ii) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Parent and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrowers or the Required Lenders shall so request, the Administrative Agent and the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders and the Borrowers); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrowers shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Agent or any Lender, such period shall in any event consist of at least one full day.

ARTICLE II

THE LOANS

Section 2.01 Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth:

(i) each Revolving Loan Lender severally agrees to make Revolving Loans to the Borrowers at any time and from time to time from the Effective Date to the Final Maturity Date, or until the earlier reduction of its Revolving Credit Commitment to zero in accordance with the terms hereof, in an aggregate principal amount of Revolving Loans at any time outstanding not to exceed the amount of such Lender's Revolving Credit Commitment;

(ii) each Initial Term Loan Lender severally agrees to make the Initial Term Loan to the Borrowers on the Effective Date, in an aggregate principal amount equal to the amount of such Initial Term Loan Lender's Initial Term Loan Commitment; ~~and~~

(iii) each Delayed Draw Term Loan Lender severally agrees to make the Delayed Draw Term Loans to the Borrower on any Business Day prior to the DDTL Commitment Expiration Date in Dollars in a principal amount not to exceed its Delayed Draw Term Loan Commitment; provided that the Delayed Draw Term Loans shall be advanced to the Borrower in a single draw~~.~~**; and**

(iv) each Additional Term Loan Lender severally agrees to make the Additional Term Loan to the Borrowers on the Second Amendment Effective Date, in an aggregate principal amount equal to the amount of such Additional Term Loan Lender's Initial Term Loan Commitment.

(b) Notwithstanding the foregoing:

(i) No Revolving Loans will be advanced on the Effective Date.

(ii) Immediately after the Effective Date, the aggregate principal amount of Revolving Loans outstanding at any time to the Borrowers shall not exceed the Total Revolving Credit Commitment. The Revolving Credit Commitment of each Lender shall automatically and permanently be reduced to zero on the Final Maturity Date. Within the foregoing limits, the Borrowers may borrow, repay and reborrow Revolving Loans, immediately after the Effective Date and prior to the Final Maturity Date, subject to the terms, provisions and limitations set forth herein.

(iii) The aggregate principal amount of the Initial Term Loan made on the Effective Date shall not exceed the Total Initial Term Loan Commitment. Any principal amount of the Initial Term Loan which is repaid or prepaid may not be reborrowed.

(iv) The aggregate principal amount of the Delayed Draw Term Loans made hereunder shall not exceed the Total Delayed Draw Term Loan Commitment. Any principal amount of the Delayed Draw Term Loans which is repaid or prepaid may not be reborrowed.

(v) The aggregate principal amount of the Additional Loan made on the Second Amendment Effective Date shall not exceed the Total Additional Term Loan Commitment. Any principal amount of the Additional Term Loan which is repaid or prepaid may not be reborrowed.

(vi) ~~(v)~~ The aggregate principal amount of all Loans outstanding at any time to the Borrowers shall not exceed the Total Commitment.

Section 2.02 Making the Loans. (a) The Administrative Borrower shall give the Administrative Agent prior telephonic notice (promptly confirmed in writing, in substantially the form of Exhibit B hereto (a "Notice of Borrowing")), not later than 12:00 noon (New York time) on the date which is three (3) Business Days prior to the date of the proposed Loan (in the case of a LIBOR Rate Loan), or not later than 12:00 noon (New York time) on the date which is one (1) Business Day prior to the date of the proposed Loan (in the case of a Reference Rate Loan); provided, however that the Administrative Borrower shall provide the Administrative Agent with no less than fifteen (15) days prior written notice of a request to borrow a Delayed Draw Term Loan. Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount and type of the proposed Loan, (ii) the proposed borrowing date, which must be a Business Day, and, with respect to the Initial Term Loan, must be the Effective Date **and, with respect to the Additional Term Loan, must be the Second Amendment Effective Date**, (iii) whether the proposed Loan is to be a Reference Rate Loan or a LIBOR Rate Loan, and (iv) in the case of a LIBOR Rate Loan, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period". The Administrative Agent and the Lenders may act without liability upon the basis of written, facsimile or telephonic notice believed by the Administrative Agent in good faith to be from the Administrative Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Administrative Borrower to the Administrative Agent). Each Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of any such telephonic Notice of Borrowing, absent manifest error. The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrowers until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrowers shall be bound to make a borrowing in accordance therewith. Each Revolving Loan shall be made in a minimum amount of $500,000 and shall be in an integral multiple of $500,000. The Delayed Draw Term Loan shall be made in an amount equal to $15,000,000. The Borrowers shall have not more than seven (7) LIBOR Rate Loans in effect at any given time.

(c)

(i) Except as otherwise provided in this subsection 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Initial Term Loan Commitment, the Total Delayed Draw Term Loan Commitment and the Total Revolving Credit Commitment, as the case may be, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Notwithstanding any other provision of this Agreement, and in order to reduce the number of fund transfers among the Borrowers, the Agents and the Lenders, the Borrowers, the Agents and the Lenders agree that the Administrative Agent may (but shall not be obligated to), and the Borrowers and the Lenders hereby irrevocably authorize the Administrative Agent to, fund, on behalf of the Revolving Loan Lenders, Revolving Loans pursuant to Section 2.01, subject to the procedures for settlement set forth in subsection 2.02(d); provided, however, that (A) the Administrative Agent shall in no event fund any such Revolving Loans if the Administrative Agent shall have received written notice from the Collateral Agent or the Required Lenders on the Business Day prior to the date of the proposed Revolving Loan that one or more of the conditions precedent contained in Section 5.02 will not be satisfied at the time of the proposed Revolving Loan, and (B) the Administrative Agent shall not otherwise be required to determine that, or take notice whether, the conditions precedent in Section 5.02 have been satisfied. If the Administrative Borrower gives a Notice of Borrowing requesting a Revolving Loan and the Administrative Agent elects not to fund such Revolving Loan on behalf of the Revolving Loan Lenders, then promptly after receipt of the Notice of Borrowing requesting such Revolving Loan, the Administrative Agent shall notify each Revolving Loan Lender of the specifics of the requested Revolving Loan and that it will not fund the requested Revolving Loan on behalf of the Revolving Loan Lenders. If the Administrative Agent notifies the Revolving Loan Lenders that it will not fund a requested Revolving Loan on behalf of the Revolving Loan Lenders, each Revolving Loan Lender shall make its Pro Rata Share of the Revolving Loan available to the Administrative Agent, in immediately available funds, in the Administrative Agent's Account no later than 3:00 p.m. (New York time) (provided that the Administrative Agent requests payment from such Revolving Loan Lender not later than 1:00 p.m. (New York time)) on the date of the proposed Revolving Loan. The Administrative Agent will make the proceeds of such Revolving Loans available to the Borrowers on the day of the proposed Revolving Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Revolving Loans received by the Administrative Agent in the

Administrative Agent's Account or the amount funded by the Administrative Agent on behalf of the Revolving Loan Lenders to be deposited in an account designated by the Administrative Borrower.

(iii) If the Administrative Agent has notified the Revolving Loan Lenders that the Administrative Agent, on behalf of the Revolving Loan Lenders, will not fund a particular Revolving Loan pursuant to subsection 2.02(c)(ii), the Administrative Agent may assume that each such Revolving Loan Lender has made such amount available to the Administrative Agent on such day and the Administrative Agent, in its sole discretion, may, but shall not be obligated to, cause a corresponding amount to be made available to the Borrowers on such day. If the Administrative Agent makes such corresponding amount available to the Borrowers and such corresponding amount is not in fact made available to the Administrative Agent by any such Revolving Loan Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Effective Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrowers shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Administrative Borrower of such failure and the Borrowers shall promptly pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this subsection 2.02(c) shall be deemed to relieve any Revolving Loan Lender from its obligations to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrowers may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

(d) (i) With respect to all periods for which the Administrative Agent has funded Revolving Loans pursuant tosubsection 2.02(c), on Thursday of each week, or if the applicable Thursday is not a Business Day, then on the following Business Day, or such shorter period as the Administrative Agent may from time to time select (any such week or shorter period being herein called a "Settlement Period"), the Administrative Agent shall notify each Revolving Loan Lender of the unpaid principal amount of the Revolving Loans outstanding as of the last day of each such Settlement Period. In the event that such amount is greater than the unpaid principal amount of the Revolving Loans outstanding on the last day of the Settlement Period immediately preceding such Settlement Period (or, if there has been no preceding Settlement Period, the amount of the Revolving Loans made on the date of such Revolving Loan Lender's initial funding), each Revolving Loan Lender shall promptly (and in any event not later than 2:00 p.m. (New York time) if the Administrative Agent requests payment from such Lender not later than 12:00 noon (New York time) on such day) make available to the Administrative Agent its Pro Rata Share of the difference in immediately available funds. In the event that such amount is less than such unpaid principal amount, the Administrative Agent shall promptly pay over to each Revolving Loan Lender its Pro Rata Share

of the difference in immediately available funds. In addition, if the Administrative Agent shall so request at any time when a Default or an Event of Default shall have occurred and be continuing, or any other event shall have occurred as a result of which the Administrative Agent shall determine that it is desirable to present claims against the Borrowers for repayment, each Revolving Loan Lender shall promptly remit to the Administrative Agent or, as the case may be, the Administrative Agent shall promptly remit to each Revolving Loan Lender, sufficient funds to adjust the interests of the Revolving Loan Lenders in the then outstanding Revolving Loans to such an extent that, after giving effect to such adjustment, each such Revolving Loan Lender's interest in the then outstanding Revolving Loans will be equal to its Pro Rata Share thereof. The obligations of the Administrative Agent and each Revolving Loan Lender under this subsection 2.02(d) shall be absolute and unconditional. Each Revolving Loan Lender shall only be entitled to receive interest on its Pro Rata Share of the Revolving Loans which have been funded by such Revolving Loan Lender.

(ii) In the event that any Revolving Loan Lender fails to make any payment required to be made by it pursuant to subsection 2.02(d)(i), the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Effective Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrowers shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Administrative Borrower of such failure and the Borrowers shall promptly pay such corresponding amount to the Administrative Agent for its own account. Nothing in this subsection 2.02(d)(ii) shall be deemed to relieve any Revolving Loan Lender from its obligation to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrowers may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

Section 2.03 Repayment of Loans; Evidence of Debt (a) The outstanding principal amount of all Revolving Loans shall be due and payable on the Final Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(b) The outstanding principal of the Initial Term Loan shall be repayable, ratably, in consecutive quarterly installments, each such installment to be due and payable on the last day of each fiscal quarter, commencing with the fiscal quarter ending June 30, 2020, in an amount equal to $925,000; provided, however, that the last such installment shall be in the amount necessary to repay in full the unpaid principal amount of the Term Loan on the Final Maturity Date. The outstanding principal amount of the Delayed Draw Term Loan shall be repayable in quarterly installments on the last day of each fiscal quarter, commencing with the first fiscal quarter after the fiscal quarter in which the Delayed Draw Term Loan is drawn, in an amount equal to $75,000; provided, however, that the last such installment shall be in the

amount necessary to repay in full the unpaid principal amount of the Delayed Draw Term Loan. The outstanding principal of the Additional Term Loan shall be repayable, ratably, in consecutive quarterly installments, each such installment to be due and payable on the last day of each fiscal quarter, commencing with the fiscal quarter ending June 30, 2021, in an amount equal to $53,000; provided, however, that the last such installment shall be in the amount necessary to repay in full the unpaid principal amount of the Term Loan on the Final Maturity Date. The outstanding unpaid principal of the Term Loan and all accrued and unpaid interest thereon, shall be due and payable in full on the Final Maturity Date.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph(c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a note. In such event, the Borrowers shall execute and deliver to such Lender a note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns). Thereafter, the Loans evidenced by such note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more notes payable to the payee named therein and its registered assigns.

Section 2.04 Interest.

(a) Revolving Loans. Subject to the terms of this Agreement, at the option of the Administrative Borrower, each Revolving Loan shall be either a Reference Rate Loan or a LIBOR Rate Loan. Each Revolving Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each Revolving Loan that is a LIBOR Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Loan until repaid, at a rate per annum equal to the LIBOR Rate for the Interest Period in effect for such Loan plus the Applicable Margin.

(b) Term Loans. Subject to the terms of this Agreement, at the option of the Administrative Borrower, the Term Loans or any portion thereof shall be either a

Reference Rate Loan or a LIBOR Rate Loan. Each portion of any Term Loans that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Term Loans until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each portion of any Term Loans that is a LIBOR Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Term Loans until repaid, at a rate per annum equal to the LIBOR Rate for the Interest Period in effect for such Term Loans (or such portion thereof) plus the Applicable Margin.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall, upon the election of the Required Lenders, bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate.

(d) Interest Payment. Interest on each Loan shall be payable monthly, in arrears, on the last day of each calendar month, commencing on the last day of the calendar month following the calendar month in which such Loan is made and at maturity (whether upon demand, by acceleration or otherwise). Interest at the Post-Default Rate shall be payable on demand. Each Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 4.02 with the amount of any interest payment due hereunder.

(e) General. All interest shall be computed on the basis of a year of 360 (or 365, in the case of Loans and other obligations accruing interest based on the Reference Rate) days for the actual number of days, including the first day but excluding the last day, elapsed.

Section 2.05 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments.

(i) Revolving Credit Commitments. The Total Revolving Credit Commitment shall terminate on the Final Maturity Date. The Borrowers may reduce the Total Revolving Credit Commitment in full or in part to an amount (which may be zero) not less than the sum of (A) the aggregate unpaid principal amount of all Revolving Loans then outstanding and (B) the aggregate principal amount of all Revolving Loans not yet made as to which a Notice of Borrowing has been given by the Administrative Borrower under Section 2.02, provided that in no event shall the Borrowers be permitted to reduce the Revolving Credit Commitment to an amount less than $5,000,000 (other than the permanent reduction of the Revolving Credit Commitment to zero). Each such reduction (1) shall be in an amount which is an integral multiple of $1,000,000, (2) shall be made by providing not less than one (1) Business Day's prior written notice to the Administrative Agent, (3) shall be irrevocable (except that such notice may be conditional) and (4) shall be accompanied by the payment of the Applicable Prepayment Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment (which shall be paid to Administrative Agent for the benefit of the

Revolving Loan Lenders and shall be allocated among the Revolving Loan Lenders as they may separately agree among themselves). Once reduced, the Total Revolving Credit Commitment may not be increased. Each such reduction of the Total Revolving Credit Commitment shall reduce the Revolving Credit Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof.

(ii) Initial Term Loan. The Total Initial Term Loan Commitment shall terminate on the Effective Date after the funding of the Initial Term Loan by the Term Loan Lenders.

(iii) Delayed Draw Term Loan.

(A) Unless terminated sooner pursuant to Section 2.05(a)(iii)(C), the Total Delayed Draw Term Loan Commitment shall terminate at 5:00 p.m. (New York City time) on the DDTL Commitment Expiration Date.

(B) Upon at least one (1) Business Day's prior written notice (or such shorter period as shall be acceptable to the Administrative Agent) by the Administrative Borrower to the Administrative Agent, the Administrative Borrower shall have the right at any time and from time to time to terminate the Delayed Draw Term Loan Commitments and to permanently reduce to zero the remaining unfunded portion of the Delayed Draw Term Loan Commitments thereunder.

(iv) Additional Term Loan. The Total Additional Term Loan Commitment shall terminate on the Second Amendment Effective Date after the funding of the Additional Term Loan by the Term Loan Lenders.

(b) Optional Prepayment.

(i) Revolving Loans. The Borrowers may, at any time and from time to time, prepay the principal of any Revolving Loan, in whole or in part.

(ii) Term Loans. The Borrowers may, at any time and from time to time, upon (x) in the case of LIBOR Rate Loans, at least three (3) Business Days' prior written notice to the Administrative Agent and (y) in the case of Reference Rate Loans, one (1) Business Day's prior written notice to the Administrative Agent, in each case to prepay the principal of the Term Loans, in whole or in part. Each prepayment made pursuant to this clause (b)(ii) shall be irrevocable (except that such notice may be conditional) and shall be accompanied by the payment of (A) accrued interest to the date of such payment on the amount prepaid, (B) the Applicable Prepayment Premium, if any, payable in connection with such prepayment of the Term Loan, (C) any amounts payable under Section 2.09 in connection with such prepayment of the Term Loans, and (D) if such prepayment would reduce the outstanding principal amount of the Term Loans to zero, all fees and other amounts which have accrued or otherwise become payable as of such date. Each such prepayment shall be applied pro rata against the remaining installments of principal due on the Term Loan.

(iii) [Intentionally Omitted].

(iv) Prepayment In Full. The Borrowers may, upon at least five (5) Business Days prior written notice to the Administrative Agent, terminate this Agreement by paying to the Administrative Agent, in cash, the Obligations (excluding any unasserted contingent indemnification Obligations), in full, plus the Applicable Prepayment Premium, if any, payable in connection with such termination of this Agreement. If the Administrative Borrower has sent a notice of termination pursuant to this clause (iv), then the Lenders' obligations to extend credit hereunder shall terminate and the Borrowers shall be obligated to repay the Obligations (excluding any unasserted contingent indemnification Obligations) in full, plus the Applicable Prepayment Premium, if any, payable in connection with such termination of this Agreement on the date set forth as the date of termination of this Agreement in such notice (except that such termination may be conditioned on the closing of a replacement financing facility).

(c) Mandatory Prepayment.

(i) The Borrowers will promptly (and in any event within two (2) Business Days) prepay the Revolving Loans at any time when the aggregate principal amount of all Revolving Loans exceeds the Total Revolving Credit Commitment, to the full extent of any such excess.

(ii) ~~[Intentionally Omitted].~~ If, following delivery to the Agents and the Lenders of the quarterly financial statements pursuant to Section 7.01(a)(i) for the fiscal quarter ended on December 31, 2022, the Total Leverage Ratio for the period of four (4) consecutive fiscal quarters ended as of December 31, 2022, is greater than 4.00:1.00, the Borrowers shall on or prior to March [24], 2023 prepay $10,600,000 of the Term Loan in accordance with clause (d) below.

(iii) [Intentionally Omitted].

(iv) Within five (5) Business Days of delivery to the Agents and the Lenders of annual financial statements pursuant to Section 7.01(a)(ii), commencing with the delivery to the Agents and the Lenders of the financial statements for the Fiscal Year ended on December 31, 2020 (or, if such financial statements are not delivered to the Agents on the date such statements are required to be delivered pursuant to Section 7.01(a)(ii), five (5) Business Days after the date such statements are required to be delivered to the Agents pursuant toSection 7.01(a)(ii)), the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with clause (d) below in an amount equal to the result (if positive) of (1) 50% of the Excess Cash Flow of the Parent and its Subsidiaries for such Fiscal Year (provided, that Excess Cash Flow for the Fiscal Year ended on December 31, 2020 shall be calculated for the period commencing on the Effective Date and ending on December 31, 2020), minus (2) the amount of any voluntary prepayments of the Term Loans made during such Fiscal Year, minus (3) the amount of any voluntary prepayments of the Revolving Loans accompanied by a permanent reduction or termination of the Total Revolving Credit Commitment during such Fiscal Year.

(v) Subject to clause (viii) below, within five (5) Business Days following any Permitted Disposition (other than a Disposition pursuant to clauses (b), (c),

(d), (f), (g), (h), (i), (j) and (k) of the definition of "Permitted Disposition") by any Loan Party or its Subsidiaries pursuant to Section 7.02(c)(ii), the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with clause (d) below in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such Permitted Disposition to the extent that the aggregate amount of Net Cash Proceeds received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed for all such Permitted Dispositions $500,000 in any Fiscal Year. Nothing contained in this subsection (v) shall permit any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii).

(vi) Upon the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrowers shall prepay the outstanding amount of the Loans in accordance with clause (d) below in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this subsection (vi) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(vii) Subject to clause (viii) below, within two (2) Business Days of the receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, the Borrowers shall prepay the outstanding principal of the Loans in accordance with clause (d) below an amount equal to 100% of such Extraordinary Receipts net of any reasonable expenses incurred in collecting such Extraordinary Receipts to the extent that the aggregate amount thereof received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed $750,000 in any Fiscal Year; provided, that the Loan Parties shall not be required to prepay the outstanding principal of the Loans in connection with the receipt of any Extraordinary Receipts with respect to the Club Ready Settlement in an aggregate amount not to exceed $2,000,000.

(viii) Notwithstanding the foregoing, with respect to Net Cash Proceeds received by any Loan Party or any of its Subsidiaries in connection with a Permitted Disposition or the receipt of Extraordinary Receipts consisting of insurance proceeds or condemnation awards that are required to be used to prepay the Obligations pursuant to Section 2.05(c)(v) or Section 2.05(c)(vii), as the case may be, up to $1,000,000 in the aggregate in any Fiscal Year of the Net Cash Proceeds from all such Permitted Dispositions and Extraordinary Receipts shall not be required to be so used to prepay the Obligations to the extent that such Net Cash Proceeds and Extraordinary Receipts are used to acquire, replace, repair or restore properties or assets used in the Parent's and its Subsidiaries' business, provided that, (A) no Event of Default has occurred and is continuing on the date such Person receives such Net Cash Proceeds or Extraordinary Receipts, (B) the Administrative Borrower delivers a certificate to the Administrative Agent within 30 days after the receipt of such Net Cash Proceeds or Extraordinary Receipts resulting from such Disposition or loss, destruction or taking, as the case may be, stating that such Net Cash Proceeds or Extraordinary Receipts shall be used to acquire, replace, repair or restore properties or assets used in such Person's business within a period specified in such certificate not to exceed two hundred and seventy (270) days after the date of receipt of such Net Cash Proceeds or Extraordinary Receipts (which certificate shall set forth estimates of the Net Cash Proceeds or Extraordinary Receipts to be so expended), (C) such Net Cash Proceeds or Extraordinary Receipts are (1) deposited in an account of a Loan Party listed

on Schedule 6.01(v) or (2) used to prepay the Revolving Loans so long as a reserve is established in the amount of such prepayment which reserve shall be released only upon the reinvestment of such proceeds in accordance with the terms of this clause (viii), and (D) upon the earlier of (1) the expiration of the period specified in the relevant certificate furnished to the Administrative Agent pursuant to clause (B) above or (2) the occurrence of an Event of Default, such Net Cash Proceeds or Extraordinary Receipts, if not theretofore so used, shall be used to prepay the Obligations in accordance with Section 2.05(c)(v) or Section 2.05(c)(vii) as applicable.

(ix) Within three (3) Business Days after receipt by the Borrowers of the proceeds of any Permitted Cure Equity pursuant to Section 9.02 in respect of any noncompliance with the financial covenant set forth in Section 7.03, the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with Section 2.05(d) in an amount equal to 100% of such proceeds.

(d) Application of Payments. Each prepayment pursuant to subsections (c)(ii), (c)(iv), (c)(v), (c)(vi), (c)(vii) and (c)(ix) above shall be applied first, to the Term Loan, until paid in full, and second, to the Revolving Loans (without any corresponding reduction to the Total Revolving Credit Commitment). Prepayments of the Term Loan shall be applied against the remaining installments of principal of the Term Loan (including the final payment of the Term Loan on the Final Maturity Date) in the inverse order of maturity.

(e) Interest and Fees. Any prepayment made pursuant to this Section 2.05 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment, (ii) any Funding Losses (if any) payable pursuant to Section 2.09(e), (iii) other than in the case of prepayments made pursuant to Sections 2.05(c)(i), (iv), (v), (vii) and (ix), the Applicable Prepayment Premium, if any, payable in connection with such prepayment of the Loans and (iv) if such prepayment would reduce the amount of the outstanding Loans to zero at a time when the Total Revolving Credit Commitment has been terminated, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.06.

(f) Cumulative Prepayments. Payments with respect to any subsection of this Section 2.05 are without duplication of payments made or required to be made under any other subsection of this Section 2.05.

Section 2.06 Fees.

(a) Unused Line Fee. From and after the Effective Date and until the Final Maturity Date, the Borrowers shall pay to the Administrative Agent for the account of the Revolving Loan Lenders, in accordance with their Pro Rata Share, an unused line fee (the "Unused Line Fee"), which shall accrue at the rate per annum of 0.50% on the excess, if any, of the Total Revolving Credit Commitment over the sum of the average principal amount of all Revolving Loans outstanding during the prior one month period and shall be payable monthly in arrears on the last day of each month commencing March 31, 2020.

(b) Applicable Prepayment Premium. Notwithstanding anything herein to the contrary, except as provided in Section 2.05(e), in the event of the termination of this Agreement and repayment of the Obligations at any time prior to the Final Maturity Date, for any reason, including (i) termination upon the election of the Required Lenders to terminate after the occurrence and during the continuation of an Event of Default (or, in the case of the occurrence of any Event of Default described in Section 9.01(f) or Section 9.01(g) with respect to any Loan Party, automatically upon the occurrence thereof), (ii) foreclosure and sale of Collateral, (iii) sale of the Collateral in any Insolvency Proceeding, or (iv) restructuring, reorganization, or compromise of the Obligations by the confirmation of a plan of reorganization or any other plan of compromise, restructuring, or arrangement in any Insolvency Proceeding, then, in view of the impracticability and extreme difficulty of ascertaining the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such early termination, and by mutual agreement of the parties as to a reasonable estimation and calculation of the lost profits or damages of the Agents and the Lenders, the Borrowers shall pay to the Administrative Agent, for the account of the Lenders in accordance with written agreements amongst the Collateral Agent, the Administrative Agent and the Lenders, the Applicable Prepayment Premium, if any, measured as of the date of such termination. The Loan Parties expressly agree that: (A) the Applicable Prepayment Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Prepayment Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Prepayment Premium; (D) the Loan Parties' agreement to pay the Applicable Prepayment Premium is a material inducement to Lenders to provide the Commitments and make the Loans; and (E) the Applicable Prepayment Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Agents and the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such acceleration. No Applicable Prepayment Premium shall be due and owing (1) in connection with any prepayment of the Term Loan resulting from an initial public offering of the Parent that is consummated on or before the first anniversary of the Effective Date, solely with respect to (x) the first $35,000,000 of the Term Loan prepaid in connection therewith or (y) if the General Atlantic Investment has occurred, the first $50,000,000 of the Term Loan prepaid in connection therewith, (2) in connection with the refinancing in full of Obligations in which Cerberus participates in such refinancing as a lender.

(c) Delayed Draw Term Loan Unused Line Fee. The Borrower agrees to pay to the Administrative Agent, for the account of the Delayed Draw Term Lenders, a ticking fee (the "DDTL Unused Commitment Fee"), which shall accrue on the unfunded portion of the Delayed Draw Term Loan Commitments, beginning on the Effective Date and ending on the DDTL Commitment Expiration Date, and shall be payable monthly in arrears on the last day of each month (commencing on March 31, 2020), in an amount equal to 0.50% per annum of the actual daily undrawn portion of the Delayed Draw Term Loan Commitments during such period.

(d) Fee Letter. As and when due and payable under the terms of the Fee Letter, the Borrowers shall pay the fees set forth in the Fee Letter.

Section 2.07 [Intentionally Omitted].

Section 2.08 Taxes (a) Except as otherwise required by applicable law, any and all payments by any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction for any and all Taxes. If any Loan Party shall be required to deduct any Taxes from or in respect of any sum payable hereunder to any Agent or any Lender (or any Transferee), (i) if such Tax is an Indemnified Tax, the sum payable shall be increased by the amount (an "Additional Amount") necessary so that after making all such deductions (including deductions applicable to additional sums payable under this Section 2.08) such Agent or such Lender (or such Transferee) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party shall make such deductions and (iii) such Loan Party shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law. For purposes of this Section 2.08, the term "applicable law" includes FACTA.

(b) In addition, each Loan Party agrees to pay to the relevant Governmental Authority in accordance with applicable law any present or future stamp or documentary taxes or any recording, intangible or similar taxes, charges or levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment ("Other Taxes"). Each Loan Party shall deliver to the Administrative Agent official receipts or certified copies thereof (or other reasonable evidence of payment) in respect of any Taxes or Other Taxes payable hereunder promptly after payment of such Taxes or Other Taxes.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Agent and each Lender harmless from and against any Indemnified Taxes (including, without limitation, Indemnified Taxes imposed on any amounts payable under this Section 2.08) paid by such Person, whether or not such Indemnified Taxes were correctly or legally asserted by the relevant Governmental Authority. Such indemnification shall be paid within ten (10) days from the date on which any such Person makes written demand therefor specifying in reasonable detail the nature and amount of such Indemnified Taxes.

(d)

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and delivery of such documentation (other than such documentation set

forth in (d)(ii) and (d)(iii) below) shall not be required if in any Lender's reasonable judgment, such completion, execution or delivery would subject such Lender to any material unreimbursed cost or would materially prejudice the legal or commercial position of such Lender.

(ii) Each Lender (or Transferee) that is organized under the laws of a jurisdiction outside the United States (a "Non-U.S. Lender") agrees that it shall, no later than the Effective Date (or, in the case of a Lender (or Transferee) which becomes a party hereto pursuant to Section 12.07 hereof after the Effective Date, promptly after the date upon which such Lender (or Transferee) becomes a party hereto) deliver to the Agents (and the Administrative Agent shall deliver a copy to the Administrative Borrower) (or, in the case of a participant, to the Lender granting the participation only) one properly completed and duly executed copy of either U.S. Internal Revenue Service Form W-8BEN, W-8BEN-E, W-8ECI or W-8IMY or any subsequent versions thereof or successors thereto, in each case claiming complete exemption from, or reduced rate of, U.S. Federal withholding tax and payments of interest hereunder. In addition, in the case of a Non-U.S. Lender claiming exemption from U.S. Federal withholding tax under Section 871(h) or 881(c) of the Internal Revenue Code, such Non-U.S. Lender hereby represents to the Agents and the Borrowers that such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Internal Revenue Code, is not a10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code) of the Parent and is not a controlled foreign corporation related to the Parent (within the meaning of Section 881(c)(3)(C) of the Internal Revenue Code), and such Non-U.S. Lender agrees that it shall promptly notify the Agents in the event any such representation is no longer accurate. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of a Transferee that is a participation holder, on or before the date such participation holder becomes a Transferee hereunder) and on or before the date, if any, such Non-U.S. Lender changes its applicable lending office by designating a different lending office (a "New Lending Office"). In addition, such Non-U.S. Lender shall deliver such forms within twenty (20) days after receipt of a written request therefor from any Agent (who may be acting pursuant to a request by the Administrative Borrower), the assigning Lender or the Lender granting a participation, as applicable. Each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence, expiration or invalidity of any form previously delivered by such Non-U.S. Lender. Notwithstanding any other provision of this Section 2.08, a Non-U.S. Lender shall not be required to deliver any form pursuant to thisSection 2.08(d) that such Non-U.S. Lender is not legally able to deliver. If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender fails to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent (A) a certification signed by the chief financial officer, principal accounting officer, treasurer or controller and (B) other documentation reasonably requested by the Borrower and the Administrative Agent sufficient for the Administrative Agent and the Borrower to comply with their obligations under FATCA and to determine that such Lender has complied with such applicable reporting requirements. Solely for purposes of this clause (d), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Any Lender (or Transferee) that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or Agents), executed copies of IRS form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(e) The Loan Parties shall not be required to indemnify any Non-U.S. Lender, or pay any Additional Amounts to any Non-U.S. Lender, in respect of any withholding tax pursuant to this Section 2.08 to the extent that (i) the obligation to withhold such amounts existed on the date such Non-U.S. Lender became a party to this Agreement (or, in the case of a Transferee that is a participation holder, on the date such participation holder became a Transferee hereunder) or, with respect to payments to a New Lending Office, the date such Non-U.S. Lender designated such New Lending Office with respect to a Loan; provided, however, that this clause (i) shall not apply to the extent the indemnity payment or Additional Amounts any Transferee, or Lender (or Transferee) through a New Lending Office, would be entitled to receive (without regard to this clause (i)) do not exceed the indemnity payment or Additional Amounts that the Person making the assignment, participation or transfer to such Transferee, or Lender (or Transferee) making the designation of such New Lending Office, would have been entitled to receive in the absence of such assignment, participation, transfer or designation, or (ii) the obligation to pay such Additional Amounts would not have arisen but for a failure by such Non-U.S. Lender to comply with the provisions of clause (d) above.

(f) The Administrative Agent shall deliver to the Borrower two executed copies of whichever of the following is applicable:

(i) if the Administrative Agent is a U.S. Person, IRS Form W- 9 certifying to such Administrative Agent's exemption from U.S. federal backup withholding; or

(ii) if the Administrative Agent is not a U.S. Person,

(A) IRS Form W-8ECI with respect to payments received for its own account; and

(B) IRS Form W-8IMY with respect to any amounts payable to the Administrative Agent for the account of others, certifying that it is a U.S. branch of a foreign bank or insurance company described in Regulations section 1.1441-1(b)(2)(iv)(A) that is a participating FFI (including a reporting Model 2 FFI), registered deemed-compliant FFI (including a reporting Model 1 FFI), or NFFE that is using this form as evidence of its agreement with the withholding agent to be treated as a U.S. Person with respect to any payments associated with this withholding certificate.

The Administrative Agent agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower in writing of its legal inability to do so.

(g) If any Lender or any Agent determines, in its sole judgment exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 2.08, it shall pay to the Administrative Borrower an amount equal to such refund (but only the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section with respect to the Indemnified Taxes giving rise to

such refund), net of all out-of-pocket expenses of such Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Administrative Borrower, upon the reasonable request of such Agent or such Lender, agrees to repay the amount paid over to the Administrative Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Agent or such Lender in the event such Agent or such Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require any Agent or any Lender to make available its tax returns and any other information relating to its taxes that it deems confidential to any Borrower or any other Person.

(h) Any Agent or any Lender (or Transferee) claiming any indemnity payment or additional payment amounts payable pursuant to this Section 2.08 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document reasonably requested in writing by the Administrative Borrower or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or additional amount that may thereafter accrue, would not require such Agent or such Lender (or Transferee) to disclose any information such Agent or such Lender (or Transferee) deems confidential and would not, in the sole determination of such Agent or such Lender (or Transferee), be otherwise disadvantageous to such Agent or such Lender (or Transferee).

(i) The obligations of the Loan Parties under this Section 2.08 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.09 LIBOR Option.

(a) In lieu of having interest charged at the rate based upon the Reference Rate, the Borrowers shall have the option (the "LIBOR Option") to have interest on all or a portion of the Loans be charged at a rate of interest based upon the LIBOR Rate. Each Interest Period of a LIBOR Rate Loan shall commence on the date such LIBOR Rate Loan is made and shall end on such date as the Borrowers may elect as set forth in Section 2.02(a) above; provided that the exact length of each Interest Period shall be determined in accordance with the practice of the interbank market for offshore Dollar deposits. If on the date that is three (3) Business Days prior to the last day of each Interest Period of a LIBOR Rate Loan, unless the Administrative Borrower otherwise instructs in accordance with the terms hereunder, the interest rate applicable to such LIBOR Rate Loan shall automatically continue at the LIBOR Rate for an additional period equal in length to such Interest Period. At the direction of the Required Lenders at any time that an Event of Default has occurred and is continuing, the Administrative Borrower no longer shall have the option to request that Loans bear interest at the LIBOR Rate and Administrative Agent shall have the right to convert the interest rate on all outstanding LIBOR Rate Loans to the rate then applicable to Reference Rate Loans hereunder.

(b) The Administrative Borrower shall elect the initial Interest Period applicable to a LIBOR Rate Loan by its Notice of Borrowing given to the Administrative Agent pursuant to Section 2.02(a) or by its notice of conversion given to the Administrative Agent pursuant to Section 2.09(c), as the case may be. The Administrative Borrower shall elect the

duration of each succeeding Interest Period by giving irrevocable written notice to the Administrative Agent of such duration not later than 1:00 p.m. (New York time) on the day which is three (3) Business Days prior to the last day of the then current Interest Period applicable to such LIBOR Rate Loan. If the Administrative Agent does not receive timely notice of the Interest Period elected by the Administrative Borrower, the Administrative Borrower shall be deemed to have elected to convert such LIBOR Rate Loan to a Reference Rate Loan.

(c) The Administrative Borrower may, on any Business Day of the then current Interest Period applicable to any outstanding LIBOR Rate Loan, or on any Business Day with respect to Reference Rate Loans, convert any such loan into a loan of another type of loan (i.e., a Reference Rate Loan or a LIBOR Rate Loan) in the same aggregate principal amount, provided that any conversion of a LIBOR Rate Loan not made on the last Business Day of the then current Interest Period applicable to such LIBOR Rate Loan shall be subject to Section 2.09(e). If a Borrower desires to convert a Loan, such Borrower shall deliver to the Administrative Agent a LIBOR Notice by no later than 1:00 p.m. (New York time) (i) on the day which is three (3) Business Days' prior to the date on which such conversion is to occur with respect to a conversion from a Reference Rate Loan to a LIBOR Rate Loan, or (ii) on the day which is one (1) Business Day prior to the date on which such conversion is to occur with respect to a conversion from a LIBOR Rate Loan to a Reference Rate Loan, specifying, in each case, the date of such conversion, the Loans to be converted and if the conversion is from a Reference Rate Loan to a LIBOR Rate Loan, the duration of the first Interest Period therefor.

(d) In the event that any prepayment of a LIBOR Rate Loan is required or permitted on a date other than the last Business Day of the then current Interest Period with respect thereto, the Borrowers shall, jointly and severally, indemnify the Administrative Agent and Lenders therefor in accordance with Section 2.09(e).

(e) The Borrowers shall, jointly and severally, indemnify the Agents and Lenders and hold the Agents and Lenders harmless from and against any and all losses, costs or expenses, excluding the loss of any margin above the LIBOR Rates (such losses, costs and expenses, collectively, "Funding Losses"), that the Agents and Lenders may sustain or incur as a consequence of any mandatory or voluntary prepayment, conversion of or any default by the Borrowers in the payment of the principal of or interest on any LIBOR Rate Loan or failure by the Borrowers to complete a borrowing of, a prepayment of or conversion of or to a LIBOR Rate Loan after notice thereof has been given, including, but not limited to, any interest, excluding the loss of any margin above the LIBOR Rates, payable by the Agents or Lenders to lenders of funds obtained by it in order to make or maintain its LIBOR Rate Loans hereunder (it being agreed that the Agents and Lenders shall be entitled to such indemnification on such basis whether or not they have obtained such funds to make or maintain its LIBOR Rate Loans hereunder, to be calculated in accordance with customary banking practices). A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by any Agent or any Lender to the Borrowers shall be conclusive absent manifest error.

(f) Unless and until a Replacement Rate is implemented in accordance with clause (g) below, if prior to the commencement of any Interest Period for any LIBOR Rate Loan,

(i) the Administrative Agent shall have determined that either Dollar deposits are not being offered to banks in the London interbank Eurodollar market for the applicable amount and Interest Period of such Loan, or adequate and reasonable means do not exist for ascertaining LIBOR for such Interest Period, including, without limitation, because the Administrative Agent determines that either inadequate or insufficient quotations of the London interbank offered rate exist or the use of "LIBOR" has been discontinued (any determination of Administrative Agent to be conclusive and binding absent manifest error), or

(ii) the Administrative Agent shall have received notice from the Required Lenders that LIBOR does not adequately and fairly reflect the cost to such Lenders of making, funding or maintaining their LIBOR Rate Loans for such Interest Period,

then the Administrative Agent shall give written notice to the Administrative Borrower and to the Lenders as soon as practicable thereafter. Until the Administrative Agent shall notify the Administrative Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) the obligations of the Lenders to make LIBOR Rate Loans, or to continue or convert outstanding Loans as or into LIBOR Rate Loans, shall be suspended and (B) all such affected Loans shall be converted into Reference Rate Loans on the last day of the then current Interest Period applicable thereto.

(g) Notwithstanding anything to the contrary contained herein, if at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances described in Section 2.07(f)(i) or (f)(ii) have arisen and such circumstances are unlikely to be temporary, (ii) syndicated loans currently being executed, or that include language similar to that contained in Section 2.07(f), are being executed or amended (as applicable), to incorporate or adopt a new benchmark interest rate to replace LIBOR or (iii) the supervisor for the administrator of LIBOR or a Governmental Authority has made a public statement identifying a specific date after which LIBOR shall no longer be used for determining interest rates for loans, then the Administrative Agent, in consultation with the Administrative Borrower, shall endeavor to establish an alternate index rate (the "Replacement Rate") that gives due consideration to the then prevailing market convention for determining a rate of interest for leveraged syndicated loans in the United States at such time, in which case the Replacement Rate shall, subject to the following provisions of this Section 2.07(g), replace such applicable interest rate for all purposes under the Loan Documents unless and until (A) an event described in Section 2.07(f)(i), (f)(ii), (g)(i), (g)(ii) or (g)(iii) occurs with respect to the Replacement Rate or (B) the Required Lenders through the Administrative Agent notify the Administrative Borrower that the Replacement Rate does not adequately and fairly reflect the cost to the Lenders of making, funding or maintaining the Loans bearing interest at the Replacement Rate. In connection with the establishment and application of

the Replacement Rate, this Agreement and the other Loan Documents shall be amended solely with the consent of the Administrative Agent and the Administrative Borrower as may be necessary or appropriate to effect the provisions of this Section 2.07(g). Notwithstanding anything to the contrary in Section 12.02, such amendment shall become effective without any further action or consent of any Lender so long as the Administrative Agent shall not have received, within five Business Days after the date notice such amendment is provided to the Lenders, a written notice from Required Lenders stating that they object to such amendment (which amendment shall not be effective prior to the end of such five five Business Day notice period). To the extent the Replacement Rate is adopted as contemplated hereby, the Replacement Rate shall be applied in a manner consistent with prevailing market convention; provided that, to the extent no prevailing market convention exists or such prevailing market convention is not administratively feasible for the Administrative Agent, such Replacement Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent in consultation with the Administrative Borrower. If the Administrative Agent makes a determination described in clause (i), (ii) or (iii) above, until a Replacement Rate has been determined and an amendment with respect thereto has become effective in accordance with the terms and conditions of this paragraph, (x) any notice from a Borrower that requests the conversion of any Reference Rate Loan to, or continuation of any LIBOR Rate Loan as, a LIBOR Rate Loan shall be ineffective, and (y) if any notice of borrowing requests a LIBOR Rate Loan, such Loan shall be made as a Reference Rate Loan. Notwithstanding anything contained herein to the contrary, if such Replacement Rate as determined in this paragraph is determined to be less than 1.375% per annum, such rate shall be deemed to be 1.375% per annum for the purposes of this Agreement

(h) ~~(f)~~ Notwithstanding any other provision hereof, if any Requirement of Law or any change therein or in the interpretation or application thereof, shall make it unlawful for any Lender (for purposes of this subsection (f), the term "Lender" shall include any Lender and the office or branch where any Lender or any corporation or bank controlling such Lender makes or maintains any LIBOR Rate Loans) to make or maintain its LIBOR Rate Loans, the obligation of such Lender to make LIBOR Rate Loans hereunder shall forthwith be cancelled and the Borrowers shall, if any affected LIBOR Rate Loans are then outstanding, promptly and upon the reasonable request from the Administrative Agent, at the Borrowers' option, either pay all such affected LIBOR Rate Loans or convert such affected LIBOR Rate Loans into loans of another type. If any such payment or conversion of any LIBOR Rate Loan is made on a day that is not the last day of the Interest Period applicable to such LIBOR Rate Loan, the Borrowers shall pay the Administrative Agent, upon the Administrative Agent's reasonable request, such amount or amounts as may be necessary to compensate Lenders for any Funding Losses sustained or incurred by Lenders in respect of such LIBOR Rate Loan as a result of such payment or conversion, including (but not limited to) any interest or other amounts payable by Lenders to lenders of funds actually obtained by Lenders in order to make or maintain such LIBOR Rate Loan. A certificate as to any additional amounts that describes in reasonable detail the calculations thereof payable pursuant to the foregoing sentence submitted by Lenders to the Borrowers shall be conclusive absent manifest error.

~~(g) Subject to the last paragraph of the definition of "LIBOR Rate", in the event that any Agent shall have determined that:~~

~~(i) reasonable means do not exist for ascertaining the LIBOR Rate applicable pursuant to Section 2.02(a) for any Interest Period; or~~

~~(ii) Dollar deposits in the relevant amount and for the relevant maturity are not available in the London interbank LIBOR market, with respect to an outstanding LIBOR Rate Loan, a proposed LIBOR Rate Loan, or a proposed conversion of a Reference Rate Loan into a LIBOR Rate Loan,~~

~~then Administrative Agent shall give the Administrative Borrower prompt written, telephonic or facsimile notice of such determination. If such notice is given, (i) any such requested LIBOR Rate Loan shall be made as a Reference Rate Loan, unless the Administrative Borrower shall notify the Administrative Agent no later than 1:00 p.m. (New York time) two (2) Business Days prior to the date of such proposed borrowing, that its request for such borrowing shall be cancelled or made as an unaffected type of LIBOR Rate Loan, (ii) any Reference Rate Loan or LIBOR Rate Loan which was to have been converted to an affected type of LIBOR Rate Loan shall be continued as or converted into a Reference Rate Loan, or, if the Administrative Borrower shall notify the Administrative Agent, no later than 11:00 a.m. (New York time) two (2) Business Days prior to the proposed conversion, shall be maintained as an unaffected type of LIBOR Rate Loan, and (iii) any outstanding affected LIBOR Rate Loans shall be converted into a Reference Rate Loan, or, if the Administrative Borrower shall notify Administrative Agent, no later than 11:00 a.m. (New York time) two (2) Business Days prior to the last Business Day of the then current Interest Period applicable to such affected LIBOR Rate Loan, shall be converted into an unaffected type of LIBOR Rate Loan, on the last Business Day of the then current Interest Period for such affected LIBOR Rate Loans. Until such notice has been withdrawn, Lenders shall have no obligation to make an affected type of LIBOR Rate Loan or maintain outstanding affected LIBOR Rate Loans and the Borrowers shall not have the right to convert a Reference Rate Loan or an unaffected type of LIBOR Rate Loan into an affected type of LIBOR Rate Loan.~~

(i) ~~(h)~~ Anything to the contrary contained herein notwithstanding, neither any Agent nor any Lender, nor any of their participants, is required actually to acquire LIBOR deposits to fund or otherwise match fund any Obligation as to which interest accrues at the LIBOR Rate. The provisions of this ARTICLE II shall apply as if each Lender or its participants had match funded any Obligation as to which interest is accruing at the LIBOR Rate by acquiring LIBOR deposits for each Interest Period in the amount of the LIBOR Rate Loans.

(j) ~~(i)~~

(i) If any Lender requests compensation or if any Borrower is required to pay any additional amount to any Lender or if any Borrower is required to pay any additional interest or other amount to any Lender hereunder (each, a "Required Amount"), then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or

assignment (i) would eliminate or reduce amounts payable hereunder in the future, (ii) would not subject such Lender to any unreimbursed cost or expense, and (iii) would not otherwise be materially disadvantageous to such Lender.

(ii) If any Lender requires the Borrower to pay any Required Amounts and such Lender has declined or is unable to designate a different lending office in accordance with clause (a) above, or if any Lender is a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.07), all of its interests, rights and obligations under this Agreement and the other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(A) the Borrower shall have paid to the Agents any assignment fees specified in Section 12.07;

(B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts); and

(C) such assignment does not conflict with applicable law.

Prior to the effective date of such assignment, the assigning Lender shall execute and deliver an Assignment and Acceptance, subject only to the conditions set forth above. If the assigning Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such assignment, the assigning Lender shall be deemed to have executed and delivered such Assignment and Acceptance. Any such assignment shall be made in accordance with the terms of Section 12.07. A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

ARTICLE III

[Intentionally Omitted].

ARTICLE IV

PAYMENTS AND OTHER COMPENSATION

Section 4.01 [Intentionally Omitted].

Section 4.02 Payments; Computations and Statements. (a) The Borrowers will make each payment under this Agreement not later than 1:00 p.m. (New York time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the Administrative Agent's Account. All payments received by the Administrative Agent after 1:00 p.m. (New York time) on any Business Day will be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrowers without set-off, counterclaim, deduction or other defense to the Agents and the Lenders. Except as provided in Section 2.02, after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement, provided that the Administrative Agent will cause to be distributed all interest and fees received from or for the account of the Borrowers not less than once each month and in any event promptly after receipt thereof. The Lenders and the Borrowers hereby authorize the Administrative Agent to, and the Administrative Agent may, from time to time during the existence of an Event of Default, charge the Loan Account of the Borrowers with any amount due and payable by the Borrowers under any Loan Document. Any amount charged to the Loan Account of the Borrowers shall be deemed a Revolving Loan hereunder made by the Revolving Loan Lenders to the Borrowers, funded by the Administrative Agent on behalf of the Revolving Loan Lenders and subject to Section 2.02 of this Agreement. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such fees are payable. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) The Administrative Agent shall provide the Administrative Borrower, promptly after the end of each calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrowers during such month, the amounts and dates of all Loans made to the Borrowers during such month, the amounts and dates of all payments on account of the Loans to the Borrowers during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrowers during such month, the amounts and dates of all Loans made to the Borrowers during such month, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, thirty (30) days after the same is sent, shall be final and conclusive absent manifest error.

Section 4.03 Sharing of Payments, Defaulting Lenders, Etc.

(a) The Administrative Agent shall not be obligated to transfer to a Defaulting Lender any payments made by any Borrower to the Administrative Agent for the Defaulting Lender's benefit, and, in the absence of such transfer to the Defaulting Lender, the

Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Commitments (but only to the extent that such Defaulting Lender's Loan was funded by the other Lenders) or, if so directed by the Borrowers and if no Default or Event of Default has occurred and is continuing (and to the extent such Defaulting Lender's Loan was not funded by the other Lenders), retain the same to be re-advanced to the Borrowers as if such Defaulting Lender had made such Loans to the Borrowers. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender. This Section shall remain effective with respect to such Lender until (x) the Obligations (other than unasserted contingent indemnification Obligations) under this Agreement shall have been declared or shall have become immediately due and payable, (y) the non-Defaulting Lenders, the Administrative Agent, and the Borrowers shall have waived such Defaulting Lender's default in writing, or (z) the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loan and pays to the Administrative Agent all amounts owing by such Defaulting Lender in respect thereof. The operation of this Section shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrowers of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender. Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Borrowers at their option, subject to the written consent of the Collateral Agent (which consent shall not be unreasonably withheld), to permanently replace the Defaulting Lender with one or more substitute Lenders (each, a "Replacement Lender"), and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Notice from the Borrowers to the Agents effecting their right to replace the Defaulting Lender shall specify an effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date such notice is given. Prior to the effective date of such replacement, the Defaulting Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 12.07(b). Any such assumption of the Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Lenders' or the Borrowers' rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund.

(b) Except as provided in Section 2.02 or Section 12.07, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such

recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered); provided, the provisions of this Section 4.03(b) shall not be construed to apply to any payment made by or on behalf of any Borrower pursuant to and in accordance with the terms of this Agreement (including, without limitation, as provided in Section 2.05 and the application of funds arising from the existence of a Defaulting Lender) The Borrowers agree that any Lender so purchasing a participation from another Lender pursuant to this Section 4.03(b) may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right ofset-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation.

Section 4.04 Apportionment of Payments. Subject to Section 2.02 or Section 12.07 hereof and to any written agreement among the Agents and/or the Lenders:

(a) all payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Sections 2.06 and 7.01(f) hereof) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Required Lenders shall, apply all proceeds of the Collateral, subject to the provisions of this Agreement, (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, ratably to pay interest then due and payable in respect of the Agent Advances until paid in full; (iii) third, ratably to pay principal of the Agent Advances until paid in full; (iv) fourth, ratably to pay the Obligations in respect of any fees (other than any Applicable Prepayment Premium) and indemnities then due and payable to the Lenders until paid in full; (v) fifth, ratably to pay interest then due and payable in respect of the Loans until paid in full; (vi)sixth, ratably to pay principal of the Loans until paid in full; (vii) seventh, ratably to pay the Obligations in respect of any Applicable Prepayment Premium then due and payable to the Lenders until paid in full; and (viii) eighth, to the ratable payment of all other Obligations then due and payable.

(c) In each instance, so long as no Event of Default has occurred and is continuing,Section 4.04(b) shall not be deemed to apply to any payment by the Borrowers specified by the Administrative Borrower to the Administrative Agent to be for the payment of Term Loan Obligations then due and payable under any provision of this Agreement or the prepayment of all or part of the principal of the Term Loans in accordance with the terms and conditions of Section 2.05.

(d) For purposes of Section 4.04(b), (other than clause (viii)), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default

interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding, except to the extent that default or overdue interest (but not any other interest) and loan fees, each arising from or related to a default, are disallowed in any Insolvency Proceeding; provided, however, that for the purposes of clause (viii), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(e) In the event of a direct conflict between the priority provisions of this Section 4.04 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 4.04 shall control and govern.

Section 4.05 Increased Costs and Reduced Return. (a) If any Lender or any Agent shall have determined that a Change in Law, shall (i) subject such Agent or such Lender, or any Person controlling such Agent or such Lender, to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (A) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, **(ii)** impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan or against assets of or held by, or deposits with or for the account of, or credit extended by, such Agent or such Lender or any Person controlling such Agent or such Lender or **(iii)** impose on such Agent or such Lender or any Person controlling such Agent or such Lender any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Agent or such Lender of making any Loan, or agreeing to make any Loan, or to reduce any amount received or receivable by such Agent or such Lender hereunder, then, within twenty (20) days after receipt by the Administrative Borrower from such Agent or such Lender of the certificate required under Section 4.05(c), the Borrowers shall pay to such Agent or such Lender such additional amounts as will compensate such Agent or such for such increased costs or reductions in amounts received or receivable.

(b) If any Agent or any Lender shall have determined that any Change in Law either (i) affects or would affect the amount of capital required or expected to be maintained by such Agent or such Lender or any Person controlling such Agent or such Lender, and such Agent or such Lender determines that the amount of such capital is increased as a direct or indirect consequence of any Loans made or maintained, such Agent's or such Lender's or such other controlling Person's other obligations hereunder, or (ii) has or would have the effect of reducing the rate of return on such Agent's or such Lender's or such other controlling Person's capital to a level below that which such Agent or such Lender or such controlling Person could have achieved but for such circumstances as a consequence of any Loans made or maintained, or any guaranty or participation with respect thereto or any agreement to make Loans, or such Agent's,

or such Lender's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Agent's or such Lender's or such other controlling Person's policies with respect to capital adequacy), then, within twenty (20) days after receipt by the Administrative Borrower from such Agent or such Lender of the certificate required under Section 4.05(c), the Borrowers shall pay to such Agent or such Lender for such cost of maintaining such increased capital or such reduction in the rate of return on such Agent's or such Lender's or such other controlling Person's capital.

(c) All amounts payable under this Section 4.05 shall bear interest from the date that is twenty (20) days after the date of demand by any Agent or any Lender until payment in full to such Agent or such Lender at the Reference Rate. A certificate of such Agent or such Lender claiming compensation under this Section 4.05, specifying the event herein above described and the nature of such event shall be submitted by such Agent or such Lender to the Administrative Borrower, setting forth the additional amount due and an explanation of the calculation thereof in reasonable detail, and such Agent's or such Lender's reasons for invoking the provisions of this Section 4.05, and shall be final and conclusive absent manifest error; provided that any such certificate claiming amounts described in clause (i) or (ii) of the proviso set forth in the definition of Change in Law shall, in addition, state the basis upon which such amount has been calculated and certify that such Agent's or Lender's method of allocating such costs is fair and reasonable and that such Agent's or Lender's demand for payment of such costs hereunder, and such method of allocation, is not inconsistent with its treatment of other borrowers which, as a credit matter, are substantially similar to the Borrowers and which are subject to similar provisions.

(d) If any Lender or Agent becomes entitled to claim any additional amounts pursuant to this Section, it shall promptly notify the Loan Parties of the event by reason of which it has become so entitled; provided that the Loan Parties shall not be required to compensate a Lender or Agent pursuant to this paragraph for any amounts incurred more than six months prior to the date that such Lender or Agent notifies the Loan Parties of such Lender's or Agent's intention to claim compensation therefor in accordance with Section 4.05(c); provided further that, if the circumstances giving rise to such claim have a retroactive effect, then such six-month period shall be extended to include the period of such retroactive effect.

(e) If any Lender or Agent requests compensation or if any Borrower is required to pay any additional amount to any Lender or Agent or if any Borrower is required to pay any additional interest or other amount to any Lender or Agent hereunder, then such Lender or Agent shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender or Agent such designation or assignment (i) would eliminate or reduce amounts payable hereunder in the future, (ii) would not subject such Lender or Agent to any unreimbursed cost or expense, and (iii) would not otherwise be materially disadvantageous to such Lender or Agent.

Section 4.06 Joint and Several Liability of the Borrowers. (a) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, each of the Borrowers hereby accepts joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Agents and the Lenders

under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each of the Borrowers and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations. Each of the Borrowers, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including, without limitation, any Obligations arising under this Section 4.06), it being the intention of the parties hereto that all of the Obligations shall be the joint and several obligations of each of the Borrowers without preferences or distinction among them. If and to the extent that any of the Borrowers shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event, the other Borrowers will make such payment with respect to, or perform, such Obligation. Subject to the terms and conditions hereof, the Obligations of each of the Borrowers under the provisions of this Section 4.06 constitute the absolute and unconditional, full recourse Obligations of each of the Borrowers, enforceable against each such Person to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of this Agreement, the other Loan Documents or any other circumstances whatsoever.

(b) The provisions of this Section 4.06 are made for the benefit of the Agents, the Lenders and their successors and assigns, and may be enforced by them from time to time against any or all of the Borrowers as often as occasion therefor may arise and without requirement on the part of the Agents, the Lenders or such successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any of the other Borrowers or to exhaust any remedies available to it or them against any of the other Borrowers or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 4.06 shall remain in effect until all of the Obligations (other than unasserted contingent indemnification Obligations) shall have been paid in full or otherwise fully satisfied.

(c) Each of the Borrowers hereby agrees that it will not enforce any of its rights of contribution or subrogation against the other Borrowers with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to the Agents or the Lenders with respect to any of the Obligations or any Collateral, until such time as all of the Obligations (other than unasserted contingent indemnification Obligations) have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to the Agents or the Lenders hereunder or under any other Loan Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations (other than unasserted contingent indemnification Obligations).

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Effective Date when each of the following conditions precedent shall have been satisfied (or waived) in a manner reasonably satisfactory to the Agents:

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before the date of this Agreement all fees, costs, expenses and taxes then due and payable pursuant to Section 2.06 and Section 12.04 to the extent invoiced at least two (2) Business Days prior to the Effective Date.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in ARTICLE VI and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant hereto or thereto on or prior to the date hereof are true and correct in all material respects (except that such materiality qualifier shall not be applicable to representations and warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date in which case such representations and warranties shall have been true and correct on such earlier date, and (ii) no Event of Default shall have occurred and be continuing on the Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(c) Legality. The making of the initial Loans shall not contravene any law, rule or regulation applicable to any Lender.

(d) Delivery of Documents. The Collateral Agent shall have received on or before the Effective Date the following, each in form and substance reasonably satisfactory to the Collateral Agent and, unless indicated otherwise, dated the Effective Date:

(i) this Agreement, duly executed by the parties hereto;

(ii) the Intercompany Subordination Agreement, duly executed by each of the parties thereto; parties thereto; Administrative Borrower;

(iii) the Flow of Funds Agreement, duly executed by each of the parties thereto;

(iv) the Perfection Certificate, duly executed by the Administrative Borrower;

(v) the Fee Letter, duly executed by the Borrowers;

(vi) a Security Agreement, duly executed by each Loan Party, together with the original stock certificates representing all of the common stock of such Loan Party's subsidiaries required to be pledged thereunder and all intercompany promissory notes of such Loan Parties required to be pledged thereunder, accompanied by undated stock powers executed in blank and other proper instruments of transfer;

(vii) results of Lien searches, listing all effective financing statements which name as debtor any Loan Party and which are filed in the offices referred to in the Perfection Certificate, together with copies of such financing statements, none of which, except as otherwise agreed in writing by the Collateral Agent and Permitted Liens, shall cover any of the Collateral and the results of searches for any tax Lien and judgment Lien filed against such Person or its property, which results, except as otherwise agreed to in writing by the Collateral Agent and Permitted Liens, shall not show any such Liens;

(viii) a copy of the resolutions of each Loan Party, certified as of the Effective Date by an Authorized Officer thereof, authorizing (A) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (B) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith;

(ix) a certificate of an Authorized Officer of each Loan Party, certifying the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers;

(x) a certificate of the appropriate official(s) of the jurisdiction of organization of each Loan Party certifying as of a recent date not more than 30 days prior to the Effective Date as to the good standing of such Loan Party, in such jurisdiction, except, in each case, where the failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect of the Loan Parties, taken as a whole;

(xi) a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document of each Loan Party certified as of a recent date not more than 30 days prior to the Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction;

(xii) a copy of the Governing Documents of each Loan Party, together with all amendments thereto, certified as of the Effective Date by an Authorized Officer of such Loan Party;

(xiii) an opinion of (A) Davis Polk & Wardwell LLP, special New York counsel to the Loan Parties, (B) Roetzel & Andress, local counsel with respect to the Loan Parties organized in Ohio, and (C) Morris, Nichols, Arsht & Tunnell LLP, local counsel with respect to the Loan Parties organized in Delaware, in each case, as to such customary matters as the Collateral Agent may reasonably request;

(xiv) a certificate of an Authorized Officer of each Loan Party, certifying as to the matters set forth in subsection(b), (e) and (g) of this Section 5.01;

(xv) a copy of the Financial Statements;

(xvi) a certificate of the chief financial officer of the Administrative Borrower, certifying on behalf of the Loan Parties, as to the solvency of the Loan Parties (on a consolidated basis), which certificate shall be reasonably satisfactory in form and substance to the Collateral Agent; and

(xvii) evidence of the insurance coverage required by Section 7.01(h) and the terms of each Security Agreement and such other insurance coverage with respect to the business and operations of the Loan Parties as the Agents may reasonably request, in each case, where requested by the Agents, together with evidence of the payment of all premiums due in respect thereof for such period as the Agents may reasonably request.

(xviii) concurrently with the making of the initial Loans, evidence of the payment in full of all Indebtedness under the Existing Credit Facility, together with (A) a termination and release agreement with respect to the Existing Credit Facility and all related documents, duly executed by the Loan Parties, the Existing Agent and the Existing Lenders, (B) a satisfaction of mortgage for each mortgage filed by the Existing Agent and/or the Existing Lenders on each applicable Facility, (C) a termination of security interest in intellectual property for each assignment for security recorded by the Existing Agent and/or the Existing Lenders at the United States Patent and Trademark Office or the United States Copyright Office and covering any intellectual property of the Loan Parties, that constitutes Collateral and (D) UCC-3 termination statements for all UCC-1 financing statements authorized to be filed by the Existing Agent and the Existing Lenders and covering any portion of the Collateral;

(e) Availability. After giving effect to the Transactions, Availability of the Loan Parties shall not be less than $10,000,000.

(f) Consummation of the Permitted Holder Contribution. The Agents shall have received reasonably satisfactory evidence that Parent has received the proceeds of a direct or indirect cash equity investment by certain of the Permitted Holders in an amount equal to no less than $12,500,000 (the "Permitted Holder Contribution"). On or prior to the Effective Date, there shall have been delivered to the Collateral Agent true and correct copies of all documents evidencing the contribution described above (the "Permitted Holder Contribution Documents"), as in effect on the Effective Date, and all material terms and provisions of such documents as in effect on the Effective Date shall be in form and substance reasonably satisfactory to the Agents.

(g) Leverage Ratio. After giving effect to the Transactions, the aggregate outstanding amount of the Loans shall be no greater than the lesser of (i) 3.45x Consolidated EBITDA (calculated for the trailing four quarter period ended December 31, 2019) and (ii) $185,000,000.

Section 5.02 Conditions Precedent to All Loans . The obligation of any Agent or any Lender to make any Loan after the Effective Date is subject to the fulfillment of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrowers shall have paid all fees, costs, expenses and taxes then payable by the Borrowers pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.06 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Administrative Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrowers' acceptance of the proceeds of such Loan, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan: (i) the representations and warranties contained in ARTICLE VI and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant hereto or thereto on or prior to the date of such Loan are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date in which case such representation or warranty shall be true and correct on and as of such earlier date in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date, (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made on such date and (iii) the conditions set forth in this Section 5.02 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to any Agent or any Lender.

(d) Notices. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02.

(e) Additional Conditions for Delayed Draw Term Loans. With respect to a request for Delayed Draw Term Loans after the Effective Date, (i) the General Atlantic Investment shall have been consummated, (ii) immediately before and after giving effect to the making of any Delayed Draw Term Loan, the Parent and its Subsidiaries shall be in compliance on a pro forma basis with the financial covenants set forth in Section 7.03 (without giving effect to any exercised Cure Right with respect thereto for the applicable trailing four fiscal quarter period), recomputed for the most recent fiscal quarter for which financial

statements have been delivered and (iii) the Borrowers shall have delivered a certificate from an Authorized Officer certifying as to clauses 5.02(b) and 5.02(e)(i) and (ii) to the Administrative Agent, together with all calculations related thereto.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders, so long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly formed or organized, as applicable, validly existing and in good standing (to the extent applicable) under the laws of the state or jurisdiction of its formation or organization, as applicable, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrowers, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the Transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except, with respect to this clause (iii), where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties other than any such Lien that constitutes a Permitted Lien, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties except, in the case of clauses (ii)(B), (ii)(C) and (iv), as could not reasonably be expected to have a Material Adverse Effect.

(c) Governmental and Shareholder Approvals. No authorization or approval or other action by, and no notice to or filing with any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it will be party or the consummation of the Transactions contemplated by the Loan Documents, except for (x) those which have been provided or obtained on or prior to the Effective Date, (y) filings relating to the granting of Liens to, or the enforcement of rights by, the Lenders and Agents and (z) those notices of filings with any Governmental Authority, which if not obtained or made would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Loan Parties, taken as a whole.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(e) Capitalization; Subsidiaries. Schedule 6.01(e) is a complete and correct description, as of the Effective Date, of the name, jurisdiction of organization and ownership of the outstanding Equity Interests of the Parent and each Subsidiary of the Parent in existence as of the Effective Date. All of the issued and outstanding shares of Equity Interests of the Parent and its Subsidiaries have been validly issued and are fully paid and nonassessable. Except as indicated on such schedule, as of the Effective Date, all such Equity Interests of each Subsidiary of the Parent are owned by the Parent or one or more of its wholly-owned Subsidiaries, free and clear of all Liens other than Liens in favor of the Collateral Agent and Permitted Liens. Except as set forth on Schedule 6.01(e), as of the Effective Date, there are no outstanding debt or equity securities of the Parent or any of its Subsidiaries and no outstanding obligations of the Parent or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights (other than stock options granted to employees or directors and director's qualifying shares or similar nominal share to the extent required under applicable legal requirements) for the purchase or acquisition from the Parent or any of its Subsidiaries, or other obligations of any Subsidiary to issue, directly or indirectly, any shares of Equity Interests of any Subsidiary of the Parent.

(f) Litigation; Commercial Tort Claims. Except as set forth on Schedule 6.01(f), (i) there is no pending or, to the knowledge of any Loan Party, threatened (in writing) action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (A) could reasonably be expected to result in an adverse determination, and if so adversely determined, could reasonably be expected to have a Material Adverse Effect or (B) seeks to enjoin any transaction contemplated hereby or by any Loan Document and (ii) as of the Effective Date, none of the Loan Parties holds any commercial tort claims in respect of which a claim in excess of $500,000 has been filed in a court of law or a written notice by an attorney has been given to a potential defendant.

(g) Financial Condition. The Financial Statements, copies of which have been delivered to each Agent, present fairly, in all material respects, the consolidated financial position, results of operations and cash flows of Parent and its Subsidiaries for the respective periods or as of the respective dates set forth therein in accordance with GAAP, applied on a consistent basis during the periods presented, except as otherwise noted therein (subject, in the case of the unaudited consolidated balance sheet and the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows, to normal, recurring year-end adjustments and the absence of footnotes). Since December 31, 2018, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries (excluding Immaterial Subsidiaries) is in violation of (i) any of its Governing Documents or (ii) any domestic or, to the best of its knowledge, any foreign Requirement of Law to the extent that any such violation could reasonably be expected to result in a Material Adverse Effect, and, as of the Effective Date, no material default or event of default has occurred and is continuing thereunder.

(i) ERISA. Except as set forth on Schedule 6.01(i) and except as could not reasonably be expected to have a Material Adverse Effect, (i) each Employee Plan is in substantial compliance with ERISA and the Internal Revenue Code, (ii) no Termination Event has occurred or, to the knowledge of the Loan Parties, is reasonably expected to occur with respect to any Employee Plan and (iii) the most recent annual report (Form 5500 Series) with respect to each Employee Plan, including any required Schedule B (Actuarial Information) thereto, copies of which have been filed with the Internal Revenue Service and delivered to the Agents, is complete and correct in all material respects and fairly presents the funding status of such Employee Plan, and since the date of such report there has been no material adverse change in such funding status. No Employee Plan had an accumulated or waived funding deficiency in excess of $500,000. No Lien imposed under the Internal Revenue Code or ERISA exists or, to the knowledge of the Loan Parties, is likely to arise on account of any Employee Plan within the meaning of Section 412 of the Internal Revenue Code. Except as set forth on Schedule 6.01(i) and except as could not reasonably be expected to result in a Material Adverse Effect, no Loan Party or any of its ERISA Affiliates has incurred any withdrawal liability under ERISA with respect to any Multiemployer Plan, or is aware of any facts indicating that it or any of its ERISA Affiliates may in the future incur any such withdrawal liability. No Loan Party has engaged in a nonexempt prohibited transaction described in Sections 406 of ERISA or 4975 of the Internal Revenue Code. No Loan Party or any ERISA Affiliate has (i) failed to pay any required installment or other payment required under Section 412 of the Internal Revenue Code on or before the due date for such required installment or payment, (ii) engaged in a transaction within the meaning of Section 4069 of ERISA or (iii) incurred any liability to the PBGC that remains outstanding other than the payment of premiums, and there are no premium payments that have become due that are unpaid. Except as could not reasonably be expected to have a Material Adverse Effect, there are no pending or, to the best knowledge of any Loan Party, threatened claims, actions, proceedings or lawsuits (other than claims for benefits in the normal course) asserted or instituted against (i) any Employee Plan or its assets or (ii) any Loan Party with respect to any Employee Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or coverage after a participant's termination of employment, except any such plans for which the Loan Parties do not incur any material costs or expenses.

(j) Taxes, Etc. All Federal and material state and local income and other material tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been filed, or extensions have been obtained, and all material taxes,

assessments and other governmental charges imposed upon any Loan Party or any property of any Loan Party in an aggregate amount for all such taxes, assessments and other governmental charges exceeding $250,000 and which have become due and payable on or prior to the date hereof have been paid, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the applicable requirements of Regulation T, U and X.

(l) Nature of Business. No Loan Party is engaged in any business other than as set forth onSchedule 6.01(l).

(m) Adverse Agreements, Etc. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which has, or in the future could reasonably be expected to have, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance with all permits, licenses, authorizations, approvals, entitlements and accreditations required for such Person lawfully to own, lease, manage or operate, or to acquire, each business currently owned, leased, managed or operated, or to be acquired, by such Person, except as could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, and there is no claim that any thereof is not in full force and effect, except as could not reasonably be expected to have a Material Adverse Effect.

(o) Properties. (i) Each Loan Party has good and marketable title to, valid leasehold interests in (other than the Leases), or valid licenses to use, all tangible property and assets material to its business, free and clear of all Liens, except Permitted Liens and, solely as to leasehold interests (other than the Leases), except to the extent the failure to have such valid leasehold interests could not reasonably be expected to have a Material Adverse Effect. All such properties and assets are in good working order and condition, ordinary wear and tear and casualty (to the extent fully covered by insurance subject to a deductible) and condemnation excepted.

(ii) Schedule 6.01(o) sets forth a complete and accurate list, as of the Effective Date, of the location, by state and street address, of all real property owned or leased by each Loan Party and identifies the interest (fee or leasehold) of such Loan Party therein and whether such real property is a “Facility”. As of the Effective Date, each Loan Party

has valid leasehold interests in the Leases described on Schedule 6.01(o) to which it is a party, except to the extent the failure to have such valid leasehold interests could not reasonably be expected to have a Material Adverse Effect. Each such Lease is (x) valid and enforceable in accordance with its terms in all material respects and is in full force and effect (except to the extent such Lease has terminated in accordance with its terms), except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and (y) no consent or approval of any landlord or other third party in connection with any such Lease is necessary for any Loan Party to enter into and execute the Loan Documents to which it is a party, except as set forth on Schedule 6.01(o). To the knowledge of any Loan Party, as of the Effective Date, no Loan Party has at any time delivered or received any notice of material default which remains uncured under any such Lease and, as of the Effective Date, no event has occurred which, with the giving of notice or the passage of time or both, would constitute a material default under any such Lease, except to the extent such event could not reasonably be expected to result in a Material Adverse Effect.

(p) Full Disclosure. Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that could reasonably be expected to result in a Material Adverse Effect. None of the other reports, financial statements, certificates or other written information (other than Projections) furnished by or on behalf of any Loan Party to the Agents in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), as of the date prepared, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not materially misleading. The Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections was furnished to the Lenders, and the Loan Parties are not aware of any facts or information that would lead them to believe that such Projections were incorrect or misleading in any material respect as of the Effective Date; it being understood that (1) projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (2) actual results may differ materially from the projections and such variations may be material and (3) the projections are not a guarantee of performance.

(q) Franchise Agreements.

(i) Schedule 6.01(q) sets forth, as of December 31, 2019, (A) a complete and accurate list of all material Franchise Agreements currently in effect, (B) a complete and accurate list of each of the Loan Parties' (or their predecessor franchisor's) standard forms of Franchise Agreements currently in effect for the 6 months prior to the Effective Date, including the year or years during which the applicable Loan Party (or its predecessor) used such form of Franchise Agreement, and (C) a list of all material Franchisees of the Parent or its Subsidiaries currently operating under a Franchise Agreement, together with telephone numbers and addresses.

(ii) As of the Effective Date, except as set forth on Schedule 6.01(q), each material Franchise Agreement is in full force and effect and constitutes a valid and binding obligation of the applicable Loan Party and, to the knowledge of such Loan Party, the other party thereto, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws. No Loan Party is in material breach or default thereunder, and, to the knowledge of the Loan Parties, no event has occurred and no condition or state of facts exists which, with the passage of time or the giving of notice or both, would constitute such a default or breach by the applicable Loan Party thereunder. Except as set forth on Schedule 6.01(q), there is no material term, obligation, understanding or agreement that would modify any material term of a material Franchise Agreement or any right or obligation of a party thereunder which is not reflected on the face of such material Franchise Agreement (including without limitation any offers or promises with respect to any future or contingent subsidies, rebates, discounts, advances or allowances to or for the benefit of any or all Franchisees).

(iii) As of the Effective Date, the Loan Parties' franchise disclosure documents and/or Franchise Disclosure Documents previously in effect and, to the extent applicable, currently in effect, if any: (A) materially comply and have materially complied with all applicable United States Federal Trade Commission ("FTC") franchise disclosure rules and state franchise and business opportunity sales laws in effect at such time; (B) have been timely amended to reflect any material changes or developments in the Loan Parties' franchise system, agreements, operations, financial condition, litigation matters, or other matters requiring disclosure under any applicable law; and (C) include all material documents (including audited financial statements for the applicable Person) required by any applicable law to be provided to prospective franchisees. After the Effective Date, all of the Franchises granted under the Franchise Agreements entered into after the Effective Date have been sold in material compliance with applicable law, including franchise disclosure and registration requirements. Each of the Loan Parties and their Subsidiaries are and have been in material compliance with all applicable laws relating to franchise matters.

(iv) A list of each of the Loan Parties' material Franchise Disclosure Documents for its currently offered form or forms of Franchise Agreement is set forth on Schedule 6.01(q). The Loan Parties have provided the Collateral Agent with true and complete copies of each material Franchise Disclosure Document for its currently offered form or forms of Franchise Agreement set forth on Schedule 6.01(q). As of the Effective Date, except as set forth on Schedule 6.01(q), the Loan Parties have not received any currently effective written notice of any threatened administrative, criminal or civil action against it or any persons disclosed in any of the Loan Parties' applicable Franchise Disclosure Document for its Franchise Agreements, where such threatened administrative, criminal and/or civil action alleges a violation of a franchise law, antitrust law, securities law, fraud, unfair or deceptive practices, or comparable allegations, as well as actions other than ordinary routine litigation incidental to the Loan Parties' business that are material in the context of the number of Loan Parties' Franchisees and the size, nature, or financial condition of the franchise system or the Loan Parties' business operations.

(v) As of the Effective Date, except as set forth on Schedule 6.01(q), each Loan Party has maintained an accurate accounting in all material respects

with respect to any advertising funds required to be paid by any Franchisee or an advertising fund for use in connection with national or regional advertising for which it maintains accounts. All collections with respect to such advertising funds and advertising cooperatives have been collected in material accordance with the terms and conditions of each Franchise Agreement, except to the extent where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The Loan Parties have properly accounted for all payments made by each Franchisee with respect to any advertising fund or advertising cooperative, except to the extent where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. No Loan Party is aware of any allegations that any of the expenditures from any advertising fund or advertising cooperative have been improperly collected, accounted for, maintained, used or applied that could reasonably be expected to result in a Material Adverse Effect.

(r) Environmental Matters. Except as set forth on Schedule 6.01(r), (i) the operations of each Loan Party are in compliance with all Environmental Laws in all material respects; (ii) there has been no Release at any of the properties owned or operated by any Loan Party or a predecessor in interest, or, to the knowledge of the Loan Parties, at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party or any predecessor in interest which in either case could reasonably be expected to have a Material Adverse Effect; (iii) no Environmental Action has been asserted against any Loan Party or any predecessor in interest nor does any Loan Party have knowledge or notice of any threatened or pending Environmental Action against any Loan Party or any predecessor in interest which in either case could reasonably be expected to have a Material Adverse Effect; (iv) to the knowledge of the Loan Parties, no Environmental Actions have been asserted against any facilities that may have received Hazardous Materials generated by any Loan Party or any predecessor in interest which could reasonably be expected to have a Material Adverse Effect; (vi) no Loan Party has failed to report to the proper Governmental Authority any Release which is required to be so reported by any Environmental Laws which could reasonably be expected to have a Material Adverse Effect; (vii) each Loan Party holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of the business carried on by it, except for such licenses, permits and approvals as to which a Loan Party's failure to maintain or comply with could not reasonably be expected to have a Material Adverse Effect; and (viii) no Loan Party has received any notification from any Governmental Authority pursuant to any Environmental Laws that (A) any work, repairs, construction or Capital Expenditures are required to be made in respect as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto or (B) any license, permit or approval referred to above is about to be reviewed, made subject to limitations or conditions, revoked, withdrawn or terminated, in each case, except as could not reasonably be expected to have a Material Adverse Effect.

(s) Insurance. Each Loan Party keeps its property adequately insured and maintains (i) insurance to such extent and against such risks, including fire, as is customary with companies in the same or similar businesses, (ii) workmen's compensation insurance in the amount required by applicable law, (iii) public liability insurance in the amount customary with companies in the same or similar business against claims for personal injury or death on properties owned, occupied or controlled by it, and (iv) such other insurance as may be required by law. Schedule 6.01(s) sets forth a list of all insurance maintained by each Loan Party on the Effective Date.

(t) Use of Proceeds. The proceeds of the Initial Loans and Revolving Loans shall be used to (i) pay in full the Existing Credit Facility, (ii) redeem certain existing shareholders and pay out certain minority shareholders of the Parent and its Subsidiaries, (iii) close down non-core assets, (iv) pay fees and expenses in connection with the Transactions contemplated hereby and the Loan Documents and (v) fund working capital or other corporate purposes of the Loan Parties and their Subsidiaries, except as prohibited hereunder. The proceeds of the Additional Term Loan shall be used to fund the Rumble Distribution (as defined in the Second Amendment) on the Second Amendment Effective Date and the payment of fees, costs and expenses related to the Second Amendment.

(u) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, the Loan Parties on a consolidated basis are Solvent on the Effective Date and, to the actual knowledge of any Authorized Officer (without duty to investigate beyond known facts), upon the making of any Loan after the Effective Date.

(v) Location of Bank Accounts. Schedule 6.01(v) sets forth a complete and accurate list as of the Effective Date of all deposit, checking and other bank accounts, all securities and other accounts maintained with any broker dealer and all other similar accounts maintained by each Loan Party, together with a description thereof (i.e., the bank or broker dealer at which such deposit or other account is maintained and the account number and the purpose thereof).

(w) Intellectual Property. Except as set forth on Schedule 6.01(w), each Loan Party owns or licenses or otherwise has the right to use the following material intellectual property: inventions, patents, patent applications, registered and unregistered trademarks, service marks and trade names, registered and unregistered copyrights, including software and other works of authorship, and other intellectual property rights that are necessary for and material to the conduct of its business as currently conducted. Set forth on Schedule 6.01(w) is a list as of the Effective Date of all material issued United States patents, United States patent applications, registered United States trademarks or service marks, United States trademark or service mark applications, registered United States trade names and United States copyright registrations of each Loan Party that constitute Collateral. To the knowledge of any Loan Party, no Loan Party infringes upon or violates any intellectual property rights owned by any other Person except if such Loan Party could not, as a result of such infringement or violation, reasonably be expected to suffer a Material Adverse Effect, and no claim or litigation is pending or, to the knowledge of any Loan Party, threatened in writing concerning any claim or allegation that a Loan Party has infringed upon or violated any intellectual property rights owned by any other Person, except for such claims and proceedings, which could not reasonably be expected to have a Material Adverse Effect.

(x) Material Contracts. Set forth on Schedule 6.01(x) is a complete and accurate list as of the Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such

Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and (ii) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto, except to the extent that any such default could not reasonably be expected to result in a Material Adverse Effect.

(y) Investment Company Act. None of the Loan Parties is required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(z) Employee and Labor Matters. There is (i) no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened (in writing) against any Loan Party before any Governmental Authority and no grievance or arbitration proceeding pending or threatened (in writing) against any Loan Party that arises out of or under any collective bargaining agreement, in each case that could reasonably be expected to result in a Material Adverse Effect or (ii) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or, to the knowledge of any Loan Party, threatened (in writing) against any Loan Party that could reasonably be expected to result in a Material Adverse Effect. No Loan Party has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law that remains unpaid or unsatisfied. The hours worked and payments made to employees of any Loan Party have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent that such violations could not reasonably be expected to result in a Material Adverse Effect. All material payments due from any Loan Party on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(aa) Customers and Suppliers. There exists no actual or, to the knowledge of any Loan Party, threatened (in writing) termination, cancellation or limitation of, or modification to or change in, the business relationship between (i) any Loan Party, on the one hand, and any customer or any group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any supplier or any group thereof, on the other hand, in either case with respect to clauses (i) and (ii), which could reasonably be expected to have a Material Adverse Effect.

(bb) [Intentionally Omitted].

(cc) [Intentionally Omitted].

(dd) Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN. Schedule 6.01(dd) sets forth a complete and accurate list as of the Effective Date of (i) the exact legal name of each Loan Party, (ii) the jurisdiction of organization of each Loan Party, (iii) the organizational identification number of each Loan Party (or indicates that such Loan Party has no organizational identification number), (iv) each material place of business of each Loan Party, (v) the chief executive office of each Loan Party and (vi) the federal employer identification number of each Loan Party.

(ee) Locations of Collateral. There is no location at which any Loan Party has any Collateral (except for Inventory in transit, assets at any location having a value not exceeding $500,000 in the aggregate, equipment out for repair or in use by employees in the ordinary course of business consistent with past practice and Collateral in the possession of the Collateral Agent) other than (i) those locations listed on Schedule 6.01(ee) and (ii) any other locations in the United States for which such Loan Party has provided notice to the Agents in accordance with Section 7.01(l) and, if necessary, use commercially reasonable efforts to obtain a written subordination or waiver or collateral access agreement in accordance with and to the extent required by Section 7.01(m).

(ff) Security Interests. Each Security Agreement creates in favor of the Collateral Agent, for the benefit of the Agents and the Lenders, a legal, valid and enforceable (subject to bankruptcy and creditors' rights generally) security interest in the Collateral secured thereby. Upon the filing of the UCC-1 financing statements described in Section 5.01(d) and the recording of the Collateral Assignments for Security referred to in each Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, such security interests in and Liens on the Collateral granted thereby which may be perfected by such filing shall be perfected, first priority security interests (subject to Permitted Liens), to the extent that such security interest can be perfected by such filings and recordings, and no further recordings or filings are or will be required in connection with the creation, perfection or enforcement of such security interests and Liens, other than (i) the filing of continuation statements in accordance with applicable law and (ii) the recording of the Collateral Assignments for Security pursuant to each Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, with respect to after-acquired U.S. patent and trademark applications and registrations and U.S. copyright registrations.

(gg) [Intentionally Omitted].

(hh) [Intentionally Omitted].

(ii) Anti-Money Laundering and Anti-Terrorism Laws.

(i) The Loan Parties and Subsidiaries, and to the best knowledge of any Loan Party, any controlled Affiliates of any of the Loan Parties, are and for the past six years have been in compliance in all material respects with Anti-Money Laundering and Anti-Terrorism Laws.

(ii) None of the Loan Parties, nor any Subsidiary, nor, to the best knowledge of any Loan Party, any controlled Affiliate of any of the Loan Parties, nor any officer or director of any of the Loan Parties, nor any of the Loan Parties' respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, is a Sanctioned Person.

(jj) Anti-Bribery and Anti-Corruption Laws.

(i) The Loan Parties and Subsidiaries, and to the best knowledge of any Loan Party, any controlled Affiliates of any of the Loan Parties, are and for the past five years have been in compliance in all material respects with the U.S. Foreign

Corrupt Practices Act of 1977, as amended (the "FCPA"), and the anti-bribery and anti- corruption laws of those jurisdictions in which they do business (collectively, the "Anti- Corruption Laws").

(ii) To the best knowledge of any Loan Party, except to the extent otherwise disclosed in writing to the Agents prior to the Effective Date, there are, and in the past five years have been, no allegations, pending or open investigations or pending inquiries, in each case of a Governmental Authority with regard to a potential violation of any Anti-Corruption Law by any of the Loan Parties or any of their respective current or former directors, officers, employees, principal shareholders or owners, or agents.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent, who shall then furnish such information to each Lender:

(i) as soon as available, and in any event within forty-five (45) days after the end of each fiscal quarter of the Parent and its Subsidiaries, commencing with the first fiscal quarter of the Parent and its Subsidiaries ending after the Effective Date, internally prepared consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows as at the end of such fiscal quarter in each case in the form prepared by the Administrative Borrower as of the Effective Date, or otherwise in form reasonably satisfactory to the Agents, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal quarter, all in reasonable detail and certified by an Authorized Officer of the Parent as fairly presenting, in all material respects, the financial position of the Parent and its Subsidiaries on a consolidated basis as at the end of such fiscal quarter and the results of operations, retained earnings and cash flows of the Parent and its Subsidiaries for such fiscal quarter, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments;

(ii) as soon as available, and in any event within one hundred and twenty (120) days after the end of each Fiscal Year of the Parent and its Subsidiaries, consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows of the Parent and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance

with generally accepted auditing standards, of independent certified public accountants of recognized standing selected by the Parent and reasonably satisfactory to the Agents (which opinion shall be without (A) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of the Parent or any of its Subsidiaries to continue as a going concern, (B) any qualification or exception (other than as a result of (x) the maturity date of any Indebtedness occurring within 12 months of the date of such audit and (y) any anticipated breach of any financial covenant contained in this Agreement) as to the scope of such audit, or (C) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 7.03);

(iii) as soon as available, and in any event within thirty (30) days after the end of each calendar month of the Parent and its Subsidiaries, commencing with the first calendar month of the Parent and its Subsidiaries ending after the Effective Date, internally prepared consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows as at the end of such fiscal month for the Parent and its Subsidiaries in each case in the form prepared by the Borrower as of the Effective Date, or otherwise in form reasonably satisfactory to the Agents, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, all in reasonable detail and certified by an Authorized Officer of the Parent as fairly presenting, in all material respects, the financial position of the Parent and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of the Parent and its Subsidiaries for such fiscal month, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments;

(iv) simultaneously with the delivery of the financial statements of the Parent and its Subsidiaries required by clauses (i) and (ii) of this Section 7.01(a), a certificate of an Authorized Officer of the Parent (a "Compliance Certificate") in substantially the form attached hereto as Exhibit E, (A) stating that such Authorized Officer has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of the Parent and its Subsidiaries during the period covered by such financial statements with a view to determining whether the Parent and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which the Parent and/or its Subsidiaries propose to take or have taken with respect thereto; and (B) attaching a schedule showing the calculation of the financial covenant specified in Section 7.03 for the applicable period;

(v) as soon as available and in any event concurrently with the delivery of the financial statements required by Section 7.01(a)(iii), sales reports, in form and detail substantially in the form attached hereto as Exhibit F, setting forth (A) the amount of same store sales per Franchised Location for such monthly period, (B) the number of Franchised

Locations opened and Franchise Agreements executed for such monthly period, (C) the aggregate Franchise Collections of the Parent and its Subsidiaries for such monthly period (showing on separate lines each major category of such Franchise Collections) and (D) delinquent Franchise Collections in excess of 5% of all Franchise Collections (individually) more than 90 days past due;

(vi) as soon as available and in any event within 5 Business Days after the end of each calendar week commencing with the first calendar week ending after the First Amendment Effective Date, reports in form and detail reasonably satisfactory to the Collateral Agent and certified by an Authorized Officer of the Parent as being accurate and complete setting forth the projected cash collections and disbursements of the Loan Parties (i.e., a cash flow report) for the immediately-succeeding 13-week period (prepared on a weekly basis), together with a reconciliation of the actual cash flows of the Loan Parties, in each case, for the immediately preceding calendar week, which cash flow report shall be (x) believed by the Loan Parties at the time furnished to be reasonable, (y) prepared on a reasonable basis and in good faith, and (z) based on assumptions believed by the Loan Parties to be reasonable at the time made and upon the information then available to the Loan Parties (it being understood that (1) projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (2) actual results may differ from the projections and such variations may be material and (3) the projections are not a guarantee of performance);

(vii) as soon as available and in any event not later than 30 days after the end of each Fiscal Year, a certificate of an Authorized Officer of the Parent (A) attaching a projected annual budget for the Parent and its Subsidiaries which includes projected monthly balance sheets, profit and loss statements, income statements and statements of cash flows of the Parent and its Subsidiaries for the immediately succeeding Fiscal Year for the Parent and its Subsidiaries (the most recently-delivered such projections being referred to herein as the "Projections"), supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, in form reasonably satisfactory to the Agents (it being agreed that Projections in substantially the form of the Projections delivered on or prior to the Effective Date are satisfactory to the Agents), and (B) certifying that the representations and warranties set forth in this Section 7.01(a)(vii) are true and correct with respect to the Projections; provided, that after a public offering of any Equity Interests of the Parent or any parent company of the Parent or after any of the foregoing otherwise have securities outstanding that cause one or more of them to become subject to the reporting obligations of the Exchange Act, the parties hereto agree that all Projections delivered after such public offering and any other financial information marked as confidential so delivered shall be treated as material non- public information and shall be subject to the confidentiality terms set forth in Section 12.20, and the Agent acknowledges on behalf of the Lenders that trading in the securities of such entities while in possession of such Projections or other material non-public information could constitute a violation of the Exchange Act;

(viii) promptly after submission to any Governmental Authority, notice of such submission, and, upon request of any Agent, all material documents and material information furnished to such Governmental Authority, in each case in connection with any investigation of any Loan Party which, to the knowledge of such Loan Party, could reasonably be expected to result in a Material Adverse Effect;

(ix) as soon as reasonably practicable, and in any event within three (3) Business Days after an Authorized Officer of any Loan Party obtains knowledge of the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Administrative Borrower setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(x) (A) as soon as reasonably practicable and in any event within ten (10) days after any Loan Party or any ERISA Affiliate thereof knows or has reason to know that (1) any Reportable Event with respect to any Employee Plan has occurred, (2) any other Termination Event with respect to any Employee Plan has occurred, or (3) an accumulated funding deficiency has been incurred or an application has been made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including installment payments) or an extension of any amortization period under Section 412 of the Internal Revenue Code with respect to an Employee Plan, a statement of an Authorized Officer of the Administrative Borrower setting forth the details of such occurrence and the action, if any, that such Loan Party proposes to take with respect thereto, in the case of (1) through (3) above, except as could not reasonably be expected to result in material liability for any Loan Party, (B) promptly and in any event within three (3) days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from the PBGC, copies of each notice received by any Loan Party or any ERISA Affiliate thereof of the PBGC's intention to terminate any Plan or to have a trustee appointed to administer any Plan, (C) promptly and in any event within ten (10) days after the filing thereof with the Internal Revenue Service if requested by any Agent, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to each Employee Plan and Multiemployer Plan, (D) promptly and in any event within ten (10) days after any Loan Party or any ERISA Affiliate thereof knows or has reason to know that a required installment within the meaning of Section 412 of the Internal Revenue Code has not been made when due with respect to an Employee Plan and (E) promptly and in any event within three (3) days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from a sponsor of a Multiemployer Plan or from the PBGC, a copy of each notice received by any Loan Party or any ERISA Affiliate thereof concerning the imposition or amount of withdrawal liability under Section 4202 of ERISA or indicating that such Multiemployer Plan may enter reorganization status under Section 4241 of ERISA;

(xi) promptly after the commencement thereof but in any event not later than ten (10) Business Days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of the commencement of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator which could reasonably be expected to have a Material Adverse Effect;

(xii) promptly, and in any event within five (5) Business Days after any Authorized Officer of Parent or its Subsidiaries obtains knowledge thereof, notice of (a) the early termination of any Material Contract or any material portion thereof, (b) receipt by

any Parent or any of its Subsidiaries of a written notice of default under any Material Contract, (c) any material amendment, supplement or other modification to any Material Contract (together with a copy thereof), and (d) any notice or other material correspondence relating to a dispute or audit threatened or initiated under any Material Contract, in each case under this subclause (d), that could reasonably be expected to have a Material Adverse Effect, and such information as the Administrative Agent may reasonably request regarding such dispute or audit and the resolution thereof;

(xiii) as soon as reasonably practicable and in any event within five (5) Business Days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party (other than with respect to a Disposition to another Loan Party);

(xiv) promptly upon receipt thereof, copies of all financial reports (including, without limitation, final management letters), if any, submitted to any Loan Party by its auditors in connection with any final annual audit of the books thereof;

(xv) concurrently with the delivery of financial statements required by Section 7.01(a)(iii), a detailed summary of Investments made by the Loan Parties pursuant to Section 7.02(e)(xx), including without limitation, summaries of originated and outstanding loans to franchisees, past due loans to franchisees, Studio Support (broken out by individual franchisee), and acquired franchisee locations, and otherwise in form and substance satisfactory to the Collateral Agent, and

(xvi) promptly upon reasonable request, such other information (other than information subject to confidentiality obligations with a third party or attorney client privilege or the sharing of which information is prohibited by applicable law, in which case, to the extent reasonably practical to provide the same, redacted summaries of such information shall be provided) concerning the condition or operations, financial or otherwise (including a listing of Accounts Receivable and accounts payable that reflects the amount and aging thereof), of any Loan Party as any Agent may from time to time may reasonably request.

(b) Additional Guaranties and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party (other than an Excluded Subsidiary) not in existence on the Effective Date (a "New Subsidiary"), to execute and deliver to the Collateral Agent promptly and in any event within forty-five (45) days after the formation, acquisition or change in status thereof (except with respect to clause (C) below, which the Loan Parties shall have sixty (60) days to comply with, provided that the Loan Parties shall deliver the items required by clause (C) below in accordance with Section 7.01(o)),

(A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or a Guarantor,

(B) a supplement to the Security Agreement, together with (1) certificates (if any) evidencing all of the Equity Interests of such Domestic Subsidiaries owned by such New Subsidiary, (2) undated stock powers executed in blank and (3) such opinions

of counsel and such approving certificate of such Subsidiaries as the Collateral Agent may reasonably request in respect of complying with any legend on any such certificate or any other matter relating to such shares,

(C) if such New Subsidiary has a fee interest in any real property that would constitute After Acquired Property with a Current Value in excess of $500,000 if it were acquired by a Loan Party, if requested by the Collateral Agent, one or more Mortgages creating on such real property a perfected, first priority Lien on such real property, a Title Insurance Policy covering such real property, a current ALTA survey thereof and a surveyor's certificate, each in form and substance reasonably satisfactory to the Collateral Agent, together with such other agreements, instruments and documents as the Collateral Agent may require under Section 7.01(o),

(D) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement or Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets (other than Excluded Assets (as defined in the Security Agreement)) of such New Subsidiary shall become Collateral for the Obligations; and

(ii) each Loan Party that is an owner of the Equity Interests of any such New Subsidiary to execute and deliver promptly and in any event within fifteen (15) Business Days after the formation or acquisition of such New Subsidiary a Pledge Amendment (as defined in the Security Agreement), together with (A) certificates (if any) evidencing all of the Equity Interests of such Subsidiary, (B) undated stock powers or other appropriate instruments of assignment executed in blank, (C) such opinions of counsel and such approving certificate of such New Subsidiary as the Collateral Agent may reasonably request in respect of complying with any legend on any such certificate or any other matter relating to such shares and (D) such other agreements, instruments, approvals, legal opinions, or other documents reasonably requested by the Collateral Agent.

Notwithstanding anything to the contrary in the Loan Documents, in no event shall (a) any Excluded Subsidiary be required to become a Borrower or Guarantor or (b) any Loan Party be required to pledge (i) any Equity Interests of any Immaterial Subsidiary or (ii) more than 65% of the voting (and 100% of the non-voting) Equity Interests of any Foreign Subsidiary, in each case, so long as such Subsidiary remains an "Immaterial Subsidiary" or a "Foreign Subsidiary" as defined herein.

(c) Compliance with Laws, Etc. Comply, and cause each of its Subsidiaries to comply with all applicable Requirements of Law (including, without limitation, all Environmental Laws), judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing), except to the extent the failure to so comply could not reasonably be expected to have a Material Adverse Effect, such compliance to include, without limitation, (i) paying before the same become delinquent all material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any of its properties, other than any such taxes, assessments and governmental charges which are less

than $250,000 or which are being contested in good faith by proper proceedings which stay the imposition of any penalty, fine or enforcement of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP and (ii) paying all material lawful claims which if unpaid might become a Lien or charge upon any of its properties, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Except as otherwise expressly permitted by this Agreement, do or cause to be done all things reasonably necessary to maintain and preserve, and cause each of its Subsidiaries (other than Immaterial Subsidiaries) to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at reasonable times and during normal business hours, and, so long as no Event of Default has occurred and is continuing, upon reasonable prior notice at the expense of the Borrowers, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals, Phase I Environmental Site Assessments or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives, provided, that so long as no Event of Default shall have occurred and be continuing, (x) the Loan Parties shall not be obligated to pay the fees, costs and expenses for more than one (1) such inspections of the Loan Parties conducted during each consecutive twelve (12) month period during the term of this Agreement unless the regulatory authorities to which any Lender reports requires more frequent inspections (not to exceed one (1) inspection each quarter) based upon the regulatory credit rating applicable to Borrowers and (y) the Administrative Borrower shall be given a reasonable opportunity to have a representative present at any such inspection (and if the Administrative Borrower so elects to have a representative present at such inspection, then such inspection shall be held at a time that is reasonably acceptable to both the Administrative Borrower and the Agents). The Borrowers agree to pay (i) $850 per day per examiner (not to exceed one (1) examiner and a period of three (3) Business Days so long as no Event of Default has occurred and is continuing) plus the examiner's reasonable and documented out-of-pocket costs and expenses incurred in connection with all such visits, audits, inspections, appraisals, valuations and field examinations and (ii) the reasonable and documented out-of-pocket cost of all visits, audits, inspections, appraisals, valuations and field examinations conducted by a third party on behalf of the Agents. In furtherance of the foregoing, each Loan Party hereby

authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person with the agents and representatives of any Agent in accordance with this Section 7.01(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries (except for Immaterial Subsidiaries) to maintain and preserve, all of its material properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty and condemnation excepted, and comply, and cause each of its Subsidiaries (except for Immaterial Subsidiaries) to comply, at all times with the material provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent any such noncompliance could not reasonably be expected to result in a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, hazard and rent insurance) with respect to its properties (including all real properties leased or owned by it, and except, in the case of any leased real property, to the extent maintenance of insurance is the responsibility of any landlord under the lease with respect thereto) and business, in such amounts, subject to such deductibles and self-insurance retentions, and covering such risks as is required by any Governmental Authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Agents and the Lenders, as its interests may appear, under a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as the Agents may reasonably require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies; provided, however, that (i) each Agent hereby agrees that the terms of the Loan Parties' insurance certificates (and not the endorsements) in effect on the Effective Date are satisfactory to each Agent and (ii) payments made under such policies with respect to the Collateral shall be subject to Section 2.05(c)(viii). All certificates of insurance are to be delivered to the Collateral Agent (with copies thereof to the Administrative Agent), with the loss payable and additional insured endorsement in favor of the Collateral Agent and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than thirty (30) days' prior written notice to the Agents of the exercise of any right of cancellation (ten (10) days' prior written notice in the case of non-payment). If any Loan Party or any of its Subsidiaries fails to maintain such insurance, any Agent may, upon prior written notice to the Administrative Borrower, arrange for such insurance, but at the Borrowers' expense and without any responsibility on such Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations, in each case, which are necessary or useful in the proper conduct of its business, except where the failure to obtain, maintain and preserve could not reasonably be expected to result in a Material Adverse Effect.

(j) Environmental. (i) Keep any property either owned or operated by it or any of its Subsidiaries free of any Environmental Liens; (ii) comply in all material respects, and cause each of its Subsidiaries to comply in all material respects, with all Environmental Laws and provide to the Collateral Agent any documentation of such compliance which the Collateral Agent may reasonably request; (iii) provide the Agents written notice within five (5) days of any Release of a Hazardous Material in excess of any reportable quantity from or onto property at any time owned or operated by it or any of its Subsidiaries and take any Remedial Actions required by Environmental Laws to abate said Release; and (iv) provide the Agents with written notice within ten (10) days of the receipt of any of the following: (A) notice that an Environmental Lien has been filed against any property of any Loan Party or any of its Subsidiaries; (B) commencement of any Environmental Action or notice that an Environmental Action will be filed against any Loan Party or any of its Subsidiaries; and (C) notice of a violation, citation or other administrative order, in each case which could reasonably be expected to have a Material Adverse Effect.

(k) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may reasonably require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, to the extent contemplated by the other Loan Documents, (ii) to subject to valid and perfected first priority Liens (subject to Permitted Liens) on any of the Collateral or any other property of any Loan Party and its domestic Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, collaterally assign, transfer and confirm unto each Agent, and each Lender the rights, in each case, now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent, upon the occurrence and during the continuance of an Event of Default, to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(l) Change in Collateral Locations; Collateral Records. (i) Give the Agents not less than ten (10) days' prior written notice of any change in the location of any Collateral (other than (i) Inventory in transit, (ii) assets at any location having a value not

exceeding $500,000 in the aggregate, (iii) equipment out for repair or in use by employees in the ordinary course of business consistent with past practice, (iv) Collateral in the possession of the Collateral Agent and (v) Collateral moved to a location set forth on Schedule 6.01(ee) (as amended from time to time by written notice to the Collateral Agent)).

(m) Landlord Waivers. At any time any Collateral with a book value in excess of $500,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party (whether such real property is now existing or acquired after the Effective Date) which is not owned by a Loan Party, upon the written request of the Collateral Agent, use commercially reasonable efforts to obtain written subordinations or waivers ("Landlord Waivers"), in form and substance reasonably satisfactory to the Collateral Agent, of all present and future Liens to which the owner or lessor of such premises may be entitled to assert against the Collateral.

(n) Subordination. Cause all Indebtedness and other obligations now or hereafter owed by it to any of its Subsidiaries that are not Loan Parties, to be subordinated in right of payment and security to the Indebtedness and other Obligations owing to the Agents and the Lenders pursuant to the Intercompany Subordination Agreement.

(o) After Acquired Real Property. Upon the acquisition by it or any of its Domestic Subsidiaries that is a Loan Party after the date hereof of any Material Real Estate Asset (each such interest being an "After Acquired Property"), as soon as reasonably practicable so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property after taking into account any liabilities with respect thereto that impact such fair market value. The Collateral Agent shall notify such Loan Party within ten (10) Business Days of receipt of notice from the Administrative Borrower whether it intends to require any of the Real Property Deliverables referred to below. Upon receipt of such notice, the Loan Party that has acquired such After Acquired Property shall furnish to the Collateral Agent as promptly as reasonably practicable the following, each in form and substance reasonably satisfactory to the Collateral Agent: (i) a Mortgage with respect to such real property and related assets located at the After Acquired Property, duly executed by such Loan Party and in recordable form; (ii) evidence of the recording of the Mortgage referred to in clause (i) above in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to create and perfect a valid and enforceable first priority lien on the After Acquired Property purported to be covered thereby (subject to Permitted Liens) or to otherwise protect the rights of the Agents and the Lenders thereunder, (iii) a Title Insurance Policy, (iv) a survey of such real property, certified to the Collateral Agent and to the issuer of the Title Insurance Policy by a licensed professional surveyor reasonably satisfactory to the Collateral Agent, provided that an existing survey shall be acceptable if sufficient for the applicable title insurance company to remove the standard survey exception and issue survey-related endorsements, (v) if requested, Phase I Environmental Site Assessments with respect to such real property, certified to the Collateral Agent by a company reasonably satisfactory to the Collateral Agent, and (vi) such other documents reasonable and customary or instruments (including guarantees and enforceability opinions of counsel) as the Collateral Agent may reasonably require (clauses (i)-(vi), collectively, the "Real Property Deliverables"). The Borrowers shall pay all reasonable and documented out-of-pocket fees and expenses, including reasonable and

documented out-of-pocket fees and expenses of one outside counsel and one local counsel in each relevant jurisdiction, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(o).

(p) Fiscal Year. Cause the Fiscal Year of the Parent and its Subsidiaries to end on December 31st of each calendar year unless the Agents consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(q) Franchise Matters. (i) Comply in all material respects with all of its material obligations under the Franchise Agreements to which it is a party; (ii) appear in and defend any action challenging the validity or enforceability of any Franchise Agreement, except for such actions which, individually or in the aggregate, have not had and could not reasonably be expected to result in a Material Adverse Effect; (iii) give prompt notice to the Collateral Agent of (A) any written notice of default given by such Loan Party under any Franchise Agreement with respect to any Franchisee-operated Franchised Locations that generates more than $350,000 in revenues for the Loan Parties in the last Fiscal Year of the Loan Parties, (B) any written notice by a Franchisee with respect to any Franchisee-operated Franchised Locations that generates more than $350,000 in revenues for the Loan Parties in the last Fiscal Year of the Loan Parties that terminates or threatens to terminate such Franchise Agreement or withhold any payments under such Franchise Agreement, together with a copy or statement of any information submitted or referenced in support of such notices and any reply by the Loan Party or its Subsidiary, and (C) any notice or other communication received by it in which any other party to any Franchise Agreement declares a breach or default by a Loan Party or Subsidiary of any material term under such Franchise Agreement; (iv) provide Franchisees and prospective Franchisees with a Franchise Disclosure Document or other disclosure statement of similar import as required by 16 C.F.R. 436, and (v) promptly upon any material amendment, revision or modification (except for any new, modified, terminated or expired Franchise Agreement in the ordinary course of business) to the information on Schedule 6.01(q), deliver an updated Schedule 6.01(q) to the Collateral Agent.

(r) [Intentionally Omitted].

(s) Post-Closing Obligations. As promptly as practicable, and in any event within the number of days after the Effective Date specified on Schedule 7.01(s) (or, upon the reasonable discretion of the Collateral Agent, at such other date specified by the Collateral Agent), the Loan Parties will deliver all documents and take all actions set forth on Schedule 7.01(s).

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan, or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the

Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor (other than an unauthorized financing statement (or the equivalent thereof) that names it or any of its Immaterial Subsidiaries as debtor so long as such unauthorized financing statement is promptly terminated after the Loan Parties obtain knowledge thereof); sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) while the Obligations remain outstanding, other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions. Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act (the "Act") or any comparable transaction under any similar law, or convey, sell, lease or sublease, transfer or otherwise dispose of, whether in one transaction or a series of related transactions, all or any part of its business, property or assets, whether now owned or hereafter acquired, or permit any of its Subsidiaries (other than Immaterial Subsidiaries) to do any of the foregoing; provided, however, that

(i) (w) any wholly-owned Subsidiary of any Loan Party and any Loan Party (other than the Parent) may be merged, consolidated, amalgamated or liquidated into such Loan Party (other than the Parent) or another wholly-owned Subsidiary of such Loan Party, or may consolidate or amalgamate with another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 10 Business Days' prior written notice of such merger, amalgamation, liquidation or consolidation, (C) no Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, amalgamation, liquidation or consolidation in any material respect, and (E) in the case of any merger or consolidation involving a Loan Party, the surviving Subsidiary, if any, is joined as a Loan Party hereunder (to the extent not already a Loan Party) pursuant to a Joinder Agreement and is a party to a Security Agreement and the Equity Interests of such Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, amalgamation, liquidation or consolidation; (x) any Immaterial Subsidiary may be dissolved or merged with and into a Loan Party so long as upon the dissolution of such Immaterial Subsidiary, the Loan Parties shall provide the Administrative Agent a certificate of an Authorized Officer of the Administrative Borrower attaching all documentation authorizing and evidencing the dissolution or merger of such Immaterial Subsidiary; (y) any Subsidiary that is not a Loan Party may merge or consolidate with another Subsidiary that is not a Loan Party or, if the surviving entity is or becomes a Loan Party, with a Subsidiary that is a Loan Party; and (z) a merger, dissolution, liquidation or consolidation, the purpose of which is to effect a Disposition permitted pursuant to Section 7.02(e);

(ii) any Loan Party and its Subsidiaries may (A) sell, assign or transfer Inventory in the ordinary course of business, and (B) make Permitted Dispositions, provided that the Net Cash Proceeds of such Permitted Dispositions, in all cases, are applied pursuant to the terms of Section 2.05(c)(v), if applicable; provided further, that each of the Administrative Agent and the Collateral Agent agrees that (x) a Loan Party's liability (whether as a Borrower, Guarantor or "Grantor" under the Security Agreement) in respect of the Obligations shall be automatically terminated in the event (and upon the consummation of) the sale or other disposition of such Loan Party as permitted hereunder and (y) it shall take such actions as are reasonably requested by the Administrative Borrower and at the Administrative Borrower's expense to terminate the Liens and security interests created under the Loan Documents with respect to such Loan Party; Permitted Acquisition; and

(iii) any Loan Party and its Subsidiaries may consummate a

(iv) any Loan Party and any Subsidiary of any Loan Party may consummate a transaction permitted by Section 7.02(e).

(d) Change in Nature of Business. Make, or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make any loan, advance, guarantee of obligations, other extension of credit or capital contributions to, or hold or invest in or commit or agree to hold or invest in, or purchase or otherwise acquire or commit or agree to purchase or otherwise acquire any shares of the Equity Interests, bonds, notes, debentures or other securities of, or make or commit or agree to make any other investment in, any other Person or purchase all or substantially all of the assets of any other Person (each an "Investment"), or permit any of its Subsidiaries to do any of the foregoing, except for:

(i) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof that are materially adverse to the interests of the Lenders,

(ii) (A) loans and advances by a Loan Party or non-Loan Party Subsidiary to a Loan Party, provided that such loans and advances by a non-Loan Party to a Loan Party shall be subordinated in right of payment to the Obligations and shall be subject to the Intercompany Subordination Agreement; and provided further that such loans and advances by a Loan Party to Rumble Franchise, LLC shall not exceed $500,000 at any time and (B) loans and advances by a non-Loan Party Subsidiary to any other non-Loan Party Subsidiary,

(iii) Investments made by a Loan Party after the Effective Date in or to non-Loan Party Subsidiaries in an aggregate amount not to exceed $250,000 at any time

outstanding; provided that (A) such Investments made after the Effective Date under this clause (iii) shall not be made unless (1) no Event of Default has occurred and is continuing or would result from such Investments and (2) Availability plus Qualified Cash is greater than $5,000,000 immediately before and after giving effect to such Investments and (B) the owner of the Equity Interests of such non-Loan Party Subsidiary complies with the requirements of Sections 7.01(b)(ii) with respect to the pledge of the Equity Interests of such non-Loan Party Subsidiary,

(iv) advances to officers, directors and other employees of the Loan Parties in an aggregate outstanding amount at any one time not in excess of $250,000,

(v) extensions of trade credit in the ordinary course of business,

(vi) Investments in cash and Cash Equivalents (including deposits and other accounts in which such cash and Cash Equivalents are maintained),

(vii) Permitted Acquisitions and intercompany Investments among and between the Loan Parties and Subsidiaries of any Loan Party that directly result in a Permitted Acquisition,

(viii) Permitted Investments,

(ix) Investments consisting of Permitted Indebtedness;

(x) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business to the extent permitted by Section 7.02(o), and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors in the ordinary course of business,

(xi) Investments arising directly out of the receipt by the Loan Parties of non-cash consideration for any sale of assets permitted under Section 7.02(c); provided, that such non-cash consideration shall in no event exceed 25% of the total consideration received for such sale,

(xii) Investments in the ordinary course of business consisting of indorsements for collection or deposit and customary trade arrangements with customers consistent with past practices,

(xiii) advances made in connection with purchases of goods or services in the ordinary course of business,

(xiv) Indebtedness constituting an Investment to the extent permitted under Section 7.02(b),

(xv) capitalization or forgiveness of any debt owed by a Loan Party to another Loan Party,

(xvi) holding of Investments to the extent such Investments reflect an increase in the value of the Investments,

(xvii) Investments consisting of earnest money required in connection with a Permitted Acquisition or other Investment,

(xviii) Investments held by a Person that becomes a Loan Party or a Subsidiary of a Loan Party (or is merged, amalgamated or consolidated with or into a Loan Party or a Subsidiary of a Loan Party) after the Effective Date to the extent that such Investments (1) existed prior to such Person becoming a Loan Party or a Subsidiary of a Loan Party and (2) were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation,

(xix) Investments funded with proceeds of Equity Interests (other than, in the case of Parent, Disqualified Equity Interests) or capital contributions to, or paid for with equity of, Parent (other than capital contributions funded with the proceeds of Indebtedness incurred by any Loan Party or a Subsidiary of a Loan Party),

(xx) Investments consisting of acquired franchisee locations, Studio Support and loans to franchisees (such loans to be on terms set forth in Schedule 7.02(e)(xx)); provided (i) with respect to Investments consisting of acquired franchisee locations, such locations are resold within 12 months of purchase, (ii) such Investments in the form of loans to franchisees shall be funded solely during the period commencing on the First Amendment Effective Date and ending on the last day of the eighteenth month following the First Amendment Effective Date, in an aggregate amount not to exceed (A) from the First Amendment Effective Date until the first anniversary of the First Amendment Effective Date, $6,000,000 at any time outstanding, (B) from the day after the first anniversary of the First Amendment Effective Date until the second anniversary of the First Amendment Effective Date, $5,000,000 at any time outstanding, (C) from the day after the second anniversary of the First Amendment Effective Date until December 31, 2023, $2,500,000 at any time outstanding and (D) after December 31, 2023, $500,000 at any time outstanding, (iii) such Investments in the form of acquired franchisee locations and Studio Support shall be funded solely during the period commencing on the First Amendment Effective Date until the first anniversary of the First Amendment Effective Date, in an aggregate amount not to exceed $4,000,000, (iv) on a pro forma basis, after giving effect to the consummation of the proposed Investment, (A) the Loan Parties shall be in pro forma compliance with the covenants set forth in Section 7.03 hereof and (B) with respect to Investments in the form of loans to franchisees, Availability plus Qualified Cash of the Loan Parties shall be greater than or equal to $5,000,000, (v) no Event of Default shall exist either before or after giving effect to such Investment, and (vi) the aggregate amount of such Investments in any individual franchisee shall not exceed (A) with respect to loans to such franchisee, $250,000 at any time outstanding, and (B) with respect to Investments consisting of acquired franchisee locations and Studio Support, $100,000 at any time outstanding;

(xxi) Investments consisting of the purchase of minority Equity Interests in Subsidiaries; so long as (A) the aggregate amount of such Investments so purchased shall not exceed (1) $3,500,000 at any time prior to an initial public offering of the Parent (or

any parent company of the Parent) and (2) $5,000,000 at any time after such initial public offering, (B) on a pro forma basis, after giving effect to any such Investment, (1) no Event of Default has occurred and is continuing or would result from such Investment, and (2) Availability plus Qualified Cash (excluding any amounts in funding market accounts) shall be greater than $12,000,000 and (C) Consolidated EBITDA for the most recent trailing four fiscal quarter period for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv) shall be greater than $60,000,000; and

(xxii) other Investments in an aggregate outstanding amount at any one time not exceeding $750,000 in any Fiscal Year.

(f) [Intentionally Omitted].

(g) [Intentionally Omitted].

(h) Restricted Payments. (i) Declare or pay any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Act or any comparable transaction under any similar law, (ii) make any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (iii) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (iv) return any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or make any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (v) pay any management fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting or other services agreement (in each case excluding compensation, including bonuses, indemnities and expense reimbursement under customary employment arrangements) to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party (clauses (i) through (v), a "Restricted Payment"); provided, however,

(A) (1) To the extent each of Parent and Borrower is treated as a partnership or disregarded entity for United States federal income tax purposes, each Loan Party may make distributions to Parent to permit Parent to promptly make distributions to its equity holders, in each case, at least quarterly, in an aggregate amount not to exceed the product of (A) the estimated or actual taxable income (if any) of Parent, as determined for federal income tax purposes, computed without regards to any basis adjustment pursuant to Section 734, 743 or 754 of the Internal Revenue Code and any applicable comparable provision of state, local and foreign income tax law and (B) the sum of the maximum federal, state and local income tax rates applicable to any direct or indirect equity owner of Parent, reflecting any reduced rate applicable to any special class of income that is in effect for such taxable period and (2) for any taxable period (or portion thereof) for which Parent or Borrower or any of their Subsidiaries are members of a consolidated, combined, unitary or similar income tax group for U.S. federal or

applicable foreign, state or local income tax purposes of which an entity other than Borrower or any of its Subsidiaries is the common parent (a "Tax Group"), Borrower may make distributions to Parent, for Parent to pay, or to permit Parent to promptly make distributions up the chain of ownership to such common parent to pay, the portion of any U.S. federal, foreign, state or local income taxes (as applicable) of such Tax Group for such taxable period that are attributable to the net taxable income of the Borrower and/or its Subsidiaries, provided that, solely for purposes of this clause (2), for each taxable period, the amount of such payments made in respect of such taxable period in the aggregate will not exceed the amount that the Borrower and the applicable Subsidiary or Subsidiaries, as applicable, would have been required to pay in respect of such net taxable income as stand-alone taxpayers or a stand-alone Tax Group (each of the distributions described in clauses (1) and (2), "Tax Distributions"); provided that (x) any Tax Distribution made with respect to estimated income taxes shall be made no earlier than 10 days prior to the due date of such estimated income taxes (assuming that the recipient of such Tax Distribution is a corporation); (y) any Tax Distribution made with respect to a final income tax return to be filed with respect to any year shall be made no earlier than 10 days prior to the due date of such income tax return (assuming the recipient of such Tax Distribution is a corporation); and (z) to the extent that the aggregate Tax Distributions made by the Parent with respect to any calendar year or portion thereof in accordance with the preceding clauses (x) and (y) exceed the income tax liability of the Parent determined in accordance with the foregoing provisions of this definition (including as a result of the estimates of the Parent's net taxable income during such year exceeding the Parent's actual net taxable income for such year), then any such excess shall be carried forward and reduce Tax Distributions made for later years;

(B) the Subsidiaries of the Parent may pay dividends or make distributions to the Administrative Borrower or the Parent in amounts necessary to enable the Administrative Borrower or the Parent to pay (i) customary expenses arising in the ordinary course of the Administrative Borrower's or the Parent's business solely as a result of its ownership and operation of the other Loan Parties and their respective Subsidiaries, (ii) ordinary course corporate operating expenses (including salaries and related reasonable and customary expenses incurred by or allocated to employees of the Administrative Borrower or the Parent) and other fees and expenses required to maintain its corporate existence, (iii) reasonable fees and out-of-pocket expenses related to its compliance with or actions which are expressly permitted under the terms of this Agreement and the other Loan Documents and (iv) reasonable fees and expenses incurred in connection with any debt or equity offering by Parent to the extent the proceeds thereof are (or, in the case of an unsuccessful offering, were intended to be) used for the benefit of the Loan Parties, whether or not completed; provided that the aggregate amount of such dividends and distributions in any Fiscal Year to the Parent under subparts (i)-(iv) of this clause (B) shall not exceed $500,000;

(C) reasonable and customary indemnities provided to, and reasonable and customary fees paid to, members of the board of directors of Parent;

(D) the Subsidiaries of Parent may make dividends and distributions to Parent solely to enable Parent to pay, and Parent may pay (1) Permitted Management Fees and (2) reasonable out-of-pocket expense reimbursements and indemnities to the Sponsor and other Permitted Holders incurred in connection with management of Parent and its Subsidiaries in an aggregate amount not exceeding $250,000 in any Fiscal Year;

(E) Parent and its Subsidiaries may make dividends and distributions to the extent permitted by Section 7.02(l) or 7.02(j)(ix).

(F) so long as no Event of Default has occurred and is continuing or would result therefrom and so long as Availability plus Qualified Cash (both before and immediately after giving effect to such repurchase or redemption) is not less than $5,000,000, the Loan Parties and their Subsidiaries may repurchase, redeem, retire or otherwise acquire for value Equity Interests (including any stock appreciation rights in respect thereof) of the Loan Parties from current or former employees, directors or officers, provided that the aggregate cash payments in respect of such repurchases, redemptions, retirements and acquisitions shall not exceed the sum of (i) $500,000 after the Effective Date and (ii) any proceeds received by a Loan Party during such Fiscal Year from the sale or issuance of Equity Interests of Parent to directors, officers or employees of a Loan Party or a Subsidiary of a Loan Party in connection with permitted employee compensation and incentive arrangements;

(G) [Intentionally Omitted];

(H) each Loan Party and each Subsidiary of a Loan Party may makenon-cash repurchases of Equity Interests deemed to occur upon exercise of stock options or similar equity incentive awards if such Equity Interest represents a portion of the exercise price of such options or similar equity incentive awards; and

(I) (i) after an initial public offering and so long as no Event of Default has occurred and is continuing or would result therefrom (1) any Restricted Payment the proceeds of which will be used to pay listing fees and other costs and expenses attributable to being a publicly traded company which are reasonable and customary, including Public Company Costs and (2) Restricted Payments not to exceed up to 6.00% per annum of the Net Cash Proceeds received by (or contributed to) Parent and its Subsidiaries from such public offering and (ii) after any public equity issuance following the occurrence of an initial public offering, 100% of the Net Cash Proceeds of such public equity issuance.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under and in a manner that violates the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) as necessary or desirable for the prudent operation of its business and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, (ii) transactions (x) with another Loan Party and (y) between Subsidiaries that are not Loan

Parties, (iii) transactions expressly permitted under this Agreement, (iv) sales of Equity Interests of the Parent to Affiliates of the Parent not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) the payment of fees and expenses in connection with the consummation of the Transaction, (vi) entering into employment and severance arrangements between Parent, any other Loan Party and their Subsidiaries and their respective officers and employees, (vii) other transactions set forth on Schedule 7.02(j), (viii) the payment of customary fees and reimbursement of reasonable out-of- pocket costs of, and customary indemnities provided to or on behalf of, directors, officers and employees of Parent, the other Loan Parties and their Subsidiaries in the ordinary course of business or to their Affiliates and (ix) payments by the Borrower and Parent to fund payments to satisfy obligations of Xponential Fitness, Inc. under the Tax Receivable Agreement, including pursuant to any early termination thereof.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents, and any other agreement or document evidencing Subordinated Indebtedness;

(B) any agreements in effect on the date of this Agreement and described on Schedule 7.02(k);

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), any agreement setting forth customary restrictions on the subletting, assignment or transfer of any property or asset that is a lease, license, conveyance or contract of similar property or assets;

(E) in the case of clause (iv) any agreement, instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) restricting on customary terms the transfer of any property or assets subject thereto;

(F) in the case of clause (iv), restrictions contained in an agreement related to the sale of such property that limits the transfer of such property pending the consummation of such sale; or

(G) in the case of clause (iv), restrictions with respect to a Subsidiary of Parent imposed pursuant to an agreement that has been entered into in connection with the disposition of all or substantially all of (x) the Equity Interests of such Subsidiary or (y) the assets of such Subsidiary.

(l) Limitation on Issuance of Equity Interests. Except as otherwise permitted by this Agreement (including under clause (j) of the definition of Permitted Dispositions), issue or sell or enter into any agreement or arrangement for the issuance and sale of, or permit any of its Subsidiaries to issue or sell or enter into any agreement or arrangement for the issuance and sale of, any shares of its Equity Interests, any securities convertible into or exchangeable for its Equity Interests or any warrants; provided that (x) the Parent or any other Loan Party may issue Equity Interests or Qualified Equity Interests to any Permitted Holder, any other Loan Party, any officer or director of a Loan Party or, solely with respect to the Parent, to any other Person so long as (i) no Change of Control would result therefrom and (ii) the requirements of Section 2.05(c)(vi) are satisfied and (y) Subsidiaries of Parent may issue additional Equity Interests to other Subsidiaries or Loan Parties, so long as the requirements of Section 4 of the Security Agreement and/or Section 7.01(b), if applicable, with respect to the pledge and delivery of such Equity Interests to the Collateral Agent are satisfied.

(m) Modifications and Prepayments of Subordinated Indebtedness, Amendments to Governing Documents; Certain other Changes.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Subordinated Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Subordinated Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made earlier than the date originally scheduled on, such Subordinated Indebtedness, would increase the interest rate applicable to such Subordinated Indebtedness, would change the subordination provision, if any, of such Subordinated Indebtedness, or would otherwise be materially adverse to the Lenders in any respect,

(ii) except for (x) the Obligations or (y) any Indebtedness owing by a Subsidiary of a Loan Party to a Loan Party or to another Subsidiary of a Loan Party if the obligor is not a Loan Party, make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Subordinated Indebtedness (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Subordinated Indebtedness when due), or refund, refinance, replace or exchange any other Indebtedness for any such Subordinated Indebtedness (except to the extent such Indebtedness is otherwise expressly permitted by the definition of "Permitted Indebtedness" or such transaction is a Permitted Refinancing), make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Subordinated Indebtedness in violation of the subordination provisions thereof or any subordination agreement with respect thereto, or make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Subordinated Indebtedness as a result of any asset sale, change of

control, issuance and sale of debt or equity securities or similar event in violation of the subordination provisions thereof or any subordination agreement with respect thereto;

(iii) other than with respect to Immaterial Subsidiaries, amend, modify or otherwise change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN, except that a Loan Party or a Subsidiary of a Loan Party may (A) change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN in connection with a transaction permitted by Section 7.02(c) and (B) change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN upon at least ten (10) days' (or such shorter period agreed to by the Collateral Agent) prior written notice by the Administrative Borrower to the Collateral Agent of such change and so long as, at the time of such written notification, such Person provides all information reasonably required in connection with financing statements or fixture filings necessary to perfect and continue perfected the Collateral Agent's Liens; or

(iv) other than with respect to Immaterial Subsidiaries, amend, modify or otherwise change any of its Governing Documents, including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it, with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements (excluding any amendments permitting a "plan of division" under the Act or any comparable transaction under any similar law) pursuant to this clause (iv) that could not reasonably be expected to have a Material Adverse Effect.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to be required to register under the Investment Company Act of 1940, as amended, by virtue of being an "investment company" not entitled to an exemption within the meaning of such Act.

(o) Franchise Agreements. (i) Enter into additional Franchise Agreements after the date hereof unless such Franchise Agreements are entered into in the ordinary course of such Loan Party's business (which shall include, for the avoidance of doubt, new lines of business substantially similar or related to the Loan Parties' existing lines of business); (ii) waive or release any Franchisee from the observance or performance of any material monetary obligation which exceeds, in the aggregate, $250,000 per fiscal quarter to be performed under the terms of the Franchise Agreement to which such Franchisee is a party, or any liability on account of any material representation or warranty given thereunder which may reasonably be expected to result in a Material Adverse Effect, without the prior written consent of the Collateral Agent; (iii) amend, supplement or terminate any Franchise Agreement, without the prior written consent of the Collateral Agent, except, in the case of subsections (ii) and (iii), for such waivers, releases, or amendments, supplements or terminations (as applicable) which, individually or in the aggregate, have not had and could not reasonably be expected to result in a Material Adverse Effect; or (iv) terminate and permanently close more than twenty five (25) Franchised Locations during any Fiscal Year or fifty (50) Franchised Locations in the aggregate after the Effective Date. For the avoidance of doubt, a Franchised Location will not be deemed

"permanently closed" for purposes of the preceding clause (iv) if such Franchised Location is re- opened for business by either a Loan Party or a Franchisee within thirty (30) days after the date on which it was closed.

(p) Properties. Permit any material portion of any property to become a fixture with respect to real property for which a Loan Party is a lessee under the applicable lease agreement or to become an accession with respect to other personal property with respect to which real or personal property the Collateral Agent does not have a valid and perfected first priority Lien (subject to Permitted Liens) or has not used commercially reasonable efforts to obtain a written subordination or waiver in accordance with Section 7.01(m).

(q) ERISA. Except where any failure to comply could not reasonably be expected to result in a Material Adverse Effect: (i) Engage, or permit any Subsidiary to engage, in any transaction described in Section 4069 of ERISA; (ii) engage in any prohibited transaction described in Section 406 of ERISA or Section 4975 of the Internal Revenue Code for which a statutory or class exemption is not available or a private exemption has not previously been obtained from the U.S. Department of Labor; (iii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides health or welfare benefits to employees after termination of employment other than as required by Section 601 of ERISA or applicable law or as could not reasonably be expected to give rise to any material liability for any Loan Party; (iv) fail to make any contribution or payment to any Multiemployer Plan that it may be required to make under any agreement relating to such Multiemployer Plan, or any law pertaining thereto; or (v) fail, or permit any ERISA Affiliate to fail, to pay any required installment or any other payment required under Section 412 of the Internal Revenue Code on or before the due date for such installment or other payment.

(r) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials at any property owned or leased by it or any of its Subsidiaries, except in compliance in all material respects with Environmental Laws.

(s) [Intentionally Omitted].

(t) Parent as Holding Company. Permit the Parent to incur any Indebtedness for borrowed money (other than Indebtedness arising under the Loan Documents), own or acquire any assets (other than the Equity Interests of other Loan Parties and Subsidiaries or any assets incidental thereto and other assets with de minimis fair market value) or engage itself in any operations or business (other than actions required for compliance with, or are expressly permitted under, the Loan Documents, activities in connection with or in preparation for an initial public offering, entry into and performance of the Tax Receivable Agreement, including pursuant to any early termination thereof and other activities incidental to being a holding company).

(u) Amendments to Material Contracts. Agree to any material amendment or other material change to or material waiver of any of its rights under any Material Contract in any manner that, taken as whole, would be materially adverse to the interests of any Loan Party or the Lenders.

(v) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien (other than Permitted Liens) in favor of the Agents or the Lenders upon any of its property or revenues, whether now owned or hereafter acquired, except the following: (i) this Agreement, the other Loan Documents, and any other agreement or document evidencing Subordinated Indebtedness, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement or that expressly permits Liens for the benefit of the Lenders and the Agents with respect to the Loans and the Obligations under the Loan Documents on a senior basis without the requirement that such holders of such Indebtedness be secured by such Liens on an equal and ratable basis, (iii) arise pursuant to applicable Requirements of Law, or arise in connection with any Disposition permitted by Section 7.02(c) and is applicable solely to the property subject to such Disposition, (iv) customary restrictions in leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions only relate to the assets subject thereto, and (v) customary provisions restricting assignment or transfer contained in any permit or license, issued by a Government Authority.

(w) Anti-Money Laundering and Anti-Terrorism Laws.

(i) None of the Covered Entities or agents, shall:

(A) conduct any business or engage in any transaction or dealing with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person in violation of any of the Anti-Money Laundering and Anti-Terrorism Laws;

(B) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to the OFAC Sanctions Programs in violation of any of the Anti-Money Laundering and Anti- Terrorism Laws;

(C) use any of the proceeds of the transactions contemplated by this Agreement to finance, promote or otherwise support in any manner (i) any Sanctioned Person or (ii) any illegal activity, including, without limitation, any violation of the Anti-Money Laundering and Anti-Terrorism Laws or any specified unlawful activity as that term is defined in the Money Laundering Control Act of 1986, 18 U.S.C. §§ 1956 and 1957; or

(D) violate, attempt to violate, or engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, any of the Anti-Money Laundering and Anti-Terrorism Laws.

(ii) None of the Loan Parties, nor any Covered Entity of any of the Loan Parties, nor any officer, director or principal shareholder or owner of any of the Loan Parties, nor any of the Loan Parties' respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, shall be or shall become a Sanctioned Person.

(x) Anti-Bribery and Anti-Corruption Laws. None of the Loan Parties shall offer, promise, pay, give, or authorize the payment or giving of any money, gift or other thing of value, directly or indirectly, to or for the benefit of any Foreign Official for the purpose of: (1) influencing any act or decision of such Foreign Official in his, her, or its official capacity; or (2) inducing such Foreign Official to do, or omit to do, an act in violation of the lawful duty of such Foreign Official, or (3) securing any improper advantage, in order to obtain or retain business for, or with, or to direct business to, any Person.

(y) Accounting Methods. Significantly modify or change, or permit any of its Subsidiaries to significantly modify or change, its method of accounting or accounting principles from those utilized in the preparation of the Financial Statements (other than as may be required to conform to GAAP).

Section 7.03 Financial Covenant. So long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Total Leverage Ratio.

(i) Commencing with the fiscal quarter ending March 31, 2020, at any time prior to the funding of the Delayed Draw Term Loan, permit the Total Leverage Ratio of the Parent and its Subsidiaries (on a consolidated basis) for each period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries (on a consolidated basis) for which the last quarter ends on a date set forth below to be greater than the applicable ratio set forth below opposite such date:

Fiscal Quarter End	Total Leverage Ratio[1]
June 30, 2020	5.00:1.00
September 30, 2020	7.81:1.00
December 31, 2020	17.10:1.00
March 31, 2021	~~24.08~~25.54:1.00
June 30, 2021	~~11.24~~11.92:1.00
September 30, 2021	~~6.7~~7.14:1.00

1. NTD: Leverage levels to be revised to reflect Additional Term Loan.

Fiscal Quarter End	Total Leverage Ratio
December 31, 2021	~~4.91~~5.22:1.00
March 31, 2022	~~4.6~~4.91:1.00
June 30, 2022	~~4.43~~4.72:1.00
September 30, 2022	~~4.25~~4.51:1.00
December 31, 2022	~~4.00~~4.33:1.00
March 31, 2023 and each fiscal quarter ended thereafter	3.00:1.00

(ii) Commencing with the fiscal quarter in which the funding of the Delayed Draw Term Loan has occurred, permit the Total Leverage Ratio of the Parent and its Subsidiaries (on a consolidated basis) for each period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries (on a consolidated basis) for which the last quarter ends on a date set forth below to be greater than the applicable ratio set forth below opposite such date:

Fiscal Quarter End	Total Leverage Ratio
March 31, 2020	3.57:1.00
June 30, 2020	3.72:1.00
September 30, 2020	4.00:1.00
December 31, 2020	4.29:1.00
March 31, 2021	4.03:1.00
June 30, 2021	3.66:1.00
September 30, 2021	3.85:1.00
December 31, 2021	3.30:1.00
March 31, 2022	2.94:1.00
June 30, 2022	2.65:1.00
September 30, 2022 and each fiscal quarter ended thereafter	2.50:1.00

(iii) Notwithstanding anything contained in this Agreement to the contrary, CARES Act Indebtedness shall be disregarded for all purposes of calculating the Total Leverage Ratio pursuant to this Agreement; provided, that any portion of such CARES Act Indebtedness that is not forgiven pursuant to, and in accordance with the CARES Act, (x) shall not be so disregarded and (y) shall be deemed to have been incurred as of the date of the funding of such CARES Act Indebtedness, in each case, for the purposes of calculating the Total Leverage Ratio pursuant to this Agreement.

ARTICLE VIII

CASH MANAGEMENT AND OTHER COLLATERAL MATTERS

Section 8.01 Cash Management Arrangements. (a) Subject to clause (d) below, the Loan Parties shall establish and maintain cash management services of a type that is substantially consistent with past practice or on terms reasonably satisfactory to the Agents at one or more of the banks set forth on Schedule 8.01 (each a "Cash Management Bank") solely in connection with the Cash Management Accounts.

(b) Subject to Section 7.01(s), the Loan Parties shall with respect to each Cash Management Account (other than an Excluded Account), deliver to the Collateral Agent a shifting Account Control Agreement with respect to such Cash Management Account. At all times prior to the occurrence of an Event of Default, the Loan Parties shall have full access to the cash on deposit in the Cash Management Accounts, and the Collateral Agent agrees not to deliver a control notice or take any other action to control the Cash Management Accounts unless and until an Event of Default has occurred and is continuing. The Collateral Agent further agrees that if an Event of Default is waived by the Required Lenders, the Collateral Agent shall provide notice to the Cash Management Bank and take all other commercially reasonable actions necessary to revert control of such Cash Management Accounts to the Loan Parties.

(c) Upon the terms and subject to the conditions set forth in an Account Control Agreement with respect to a Cash Management Account, all amounts received in such Cash Management Account shall at the Administrative Agent's direction be wired each Business Day into the Administrative Agent's Account, except that, so long as no Event of Default has occurred and is continuing, the Administrative Agent will not direct the Cash Management Bank to transfer funds in such Cash Management Account to the Administrative Agent's Account.

(d) So long as no Event of Default has occurred and is continuing, the Borrowers may amend Schedule 8.01 to add or replace a Cash Management Bank or Cash Management Account; provided, however, that prior to the date that is sixty (60) days following the date of the opening of such Cash Management Account, each Loan Party and such prospective Cash Management Bank shall have executed and delivered to the Collateral Agent an Account Control Agreement.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default. If any of the following Events of Default shall occur and be continuing:

(a) any Borrower shall fail to pay (i) any principal of any Loan or any Agent Advance when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), or (ii) any interest on any Loan or any Agent Advance or any fee, indemnity or other amount payable under this Agreement or any other Loan Document when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure to pay any amount described in clause (ii) shall continue for three (3) Business Days;

(b) any representation or warranty made by any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any report, certificate or other document delivered to any Agent or any Lender pursuant to any Loan Document, which representation or warranty is subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any respect when made; or any representation or warranty made by any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any report, certificate or other document delivered to any Agent or any Lender pursuant to any Loan Document, which representation or warranty is not subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any material respect when made;

(c) any Loan Party shall fail to perform or comply with (i) any covenant or agreement contained in subsections (a), (d) (with respect to the Loan Parties) and (f) of Section 7.01, or any covenant or agreement contained in Section 7.02, Section 7.03 (provided, that it is expressly understood and agreed that any breach of Section 7.03 is subject to the provisions of Section 9.02 and the cure right set forth therein) or ARTICLE VIII, (ii) any covenant or agreement contained in subsections (b), (h), (l), (n), (p) and (q) of Section 7.01, and such failure, if capable of being remedied, shall remain unremedied for a period of fifteen (15) Business Days after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall been given by any Agent to such Loan Party;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for thirty (30) days after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) shall fail to pay any of its Indebtedness (excluding Indebtedness evidenced by this Agreement) having an aggregate principal amount outstanding in excess of $1,500,000 (plus any

applicable interest and legal costs and expenses incurred in connection therewith), or any payment of principal, interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace or cure period (it being agreed that the minimum grace period for any non- accelerated Indebtedness shall be ten (10) Business Days), if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally,

(iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of sixty (60) days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof or solely as a result of an action or failure to act on the part of the Agents) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is a party thereto, or a proceeding shall be commenced by any such Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Agreement, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason (other than release by the

Collateral Agent pursuant to the terms hereof or thereof or the failure of the Agents to make required filings or take required actions based on accurate information timely provided by the Loan Parties) fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral with a fair market value of more than $1,500,000 in the aggregate purported to be covered thereby;

(j) [Intentionally Omitted];

(k) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could without further action by any court result in a judgment, order or award) for the payment of money exceeding $1,500,000 in the aggregate, shall be rendered against any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) and remain unpaid, undischarged or unsatisfied and either (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement, (ii) there shall be a period of thirty (30) consecutive days after entry thereof during which a stay of enforcement of any such judgment, order, award or settlement, by reason of a pending appeal or otherwise, shall not be in effect, or (iii) at any time during which a stay of enforcement of any such judgment, order, award or settlement, by reason of a pending appeal or otherwise, is in effect, such judgment, order, award or settlement is not bonded in the full amount of such judgment, order, award or settlement; provided, however, that any such judgment, order, award or settlement shall not give rise to an Event of Default under this subsection (k) if and for so long as (A) the amount of such judgment, order, award or settlement is covered by a valid and binding policy of insurance between the defendant and the insurer covering full payment thereof (other than any deductible) or an amount sufficient to lower the exposure below $1,500,000 and (B) such insurer has been notified, and has not disputed the claim made for payment, of the amount of such judgment, order, award or settlement;

(l) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting all or any material part of its business for more than thirty (30) consecutive days if such injunction, restraint or other prevention could reasonably be expected to result in a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any material license or material permit now held or hereafter acquired by any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary), if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, of any Loan Party or any of its Subsidiaries (other than Immaterial Subsidiaries) under any criminal statute, or commencement of criminal or civil proceedings against any Loan Party or any of its Subsidiaries (other than Immaterial Subsidiaries), pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the Collateral of such Person if such criminal or civil proceedings could reasonably be expected to have a Material Adverse Effect;

(o) any Loan Party or any of its ERISA Affiliates shall have made a complete or partial withdrawal from a Multiemployer Plan (as such term is defined in Part I of Subtitle E of Title IV of ERISA), and, as a result of such complete or partial withdrawal, any Loan Party is reasonably expected to be required to pay a withdrawal liability in an annual amount exceeding $2,500,000 in the aggregate; or a Multiemployer Plan enters reorganization status under Section 4241 of ERISA, and, as a result thereof any Loan Party is reasonably expected to be required to pay annual contributions with respect to such Multiemployer Plan in an annual amount exceeding $2,500,000 in the aggregate;

(p) any Termination Event with respect to any Employee Plan shall have occurred, and, thirty (30) days after notice thereof shall have been given to any Loan Party by any Agent, (i) such Termination Event (if correctable) shall not have been corrected, and (ii) the then current value of such Employee Plan's vested benefits exceeds the then current value of assets allocable to such benefits in such Employee Plan by more than $2,500,000 in the aggregate (or, in the case of a Termination Event involving liability under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 or 4975 of the Internal Revenue Code, the liability is in excess of such amount) and, in the case of clauses (i) or (ii), any Loan Party is reasonably expected to be required to fund or pay such liability;

(q) a Change of Control shall have occurred; or

(r) a Sponsor Guaranty Event of Default shall have occurred and be continuing;

then, and in any such event and anytime thereafter during the continuance of such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Administrative Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) declare all or any portion of the Loans then outstanding to be due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the Applicable Prepayment Premium (if any) with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection(f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents shall become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party. The Loan Parties expressly waive the provisions of any present or future statute of or law that prohibits or may prohibit the collection of the foregoing Applicable Prepayment Premium in connection with any acceleration.

Section 9.02 Cure Right. In the event that the Borrowers fail to comply with the requirements of the financial covenant set forth in Section 7.03 (a "Curable Default"), until the expiration of the 10th Business Day after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter (the "Required Contribution Date"), (i) the Parent shall have the right to issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of the Parent, and, in each case, to contribute any such contributions to the capital of the Borrowers or (ii) the Loan Parties and/or their Permitted Holders cause a contribution to be made in the form of Subordinated Indebtedness issued by any Loan Party, and in each case with respect to clauses (i) and (ii), apply the amount of the proceeds thereof to increase Consolidated EBITDA with respect to such applicable quarter (the "Cure Right"); provided that (a) such proceeds are actually received by the Borrowers no later than 10 Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, (b) such proceeds do not exceed the aggregate amount necessary to cure (by addition to Consolidated EBITDA) such Event of Default under Section 7.03 for such period, (c) the Cure Right shall not be exercised more than two times in any four fiscal quarter period and five times during the term of the Loans, (d) the Cure Right shall not be exercised in consecutive fiscal quarters, (e) such proceeds (1) for any individual Cure Right shall not exceed 20% of Consolidated EBITDA for the most recent trailing four fiscal quarter period for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv) and (2) in the aggregate for all Cure Rights during the term of this Agreement shall not exceed $10,000,000, and (f) such proceeds shall be applied to prepay the Loans in accordance with Section 2.05(c)(ix). Until the Required Contribution Date, neither Agent nor any Lender shall impose the Post-Default Rate, accelerate the Obligations, terminate the Revolving Credit Commitment or exercise any enforcement remedy against the Loan Parties or any of their Subsidiaries or any of their respective properties solely as a result of the existence of the applicable Curable Default. If, after giving effect to the foregoing pro forma adjustment (but not, for the avoidance of doubt, giving pro forma adjustment to any repayment of Indebtedness in connection therewith), the Borrowers are in compliance with the financial covenant set forth in Section 7.03, the Borrowers shall be deemed to have satisfied the requirements of such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 7.03 that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Section 7.03 and shall not result in any adjustment to any amounts other than the amount of the Consolidated EBITDA referred to in the immediately preceding sentence; provided that such adjustment to the amount of the Consolidated EBITDA shall apply to subsequent calculations under Section 7.03 measuring such fiscal quarter with respect to which the Cure Right was exercised. Notwithstanding anything to the contrary contained in this Section 9.02, during the period commencing on the First Amendment Effective Date until the Agents and the Lenders have received financial statements and a Compliance Certificate pursuant to Section 7.01(a)(i) and (iv) for the covenant testing period ending on December 31, 2022, the Loan Parties shall be permitted to exercise the Cure Right one time with respect to any Curable Default; provided, that (A) the minimum amount of proceeds funded with respect to such Cure Right shall be the greater of (x) $2,500,000 and (y) 2 times the amount necessary to cure (by addition to Consolidated EBITDA) such Event of Default under Section 7.03 for such period, (B) the entire amount of such proceeds shall be applied to

prepay the Loans in accordance with Section 2.05(c)(ix) and (C) the portion of such proceeds added to Consolidated EBITDA shall not exceed the aggregate amount necessary to cure (by addition to Consolidated EBITDA) such Event of Default under Section 7.03 for such period. For the avoidance of doubt, the First Amendment Contribution (as defined in the First Amendment) shall not constitute the exercise of a Cure Right for purposes of this Agreement and the other Loan Documents.

ARTICLE X

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints, authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto, including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to such Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and agreements received by such Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agents shall not have any liability to the Lenders for any Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute (subject to Section 12.02 of this Agreement) or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans and Agent Advances, for such Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by such Agent of the rights and remedies specifically authorized to be exercised by such Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; and (viii) subject to Section 10.03 of this Agreement, to take such action as such Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to such Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations) together with such powers as are reasonably incidental thereto to carry out the purposes hereof and thereof. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without limitation, enforcement or collection of the Loans), the Agents shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon

the instructions of the Required Lenders, and such instructions of the Required Lenders shall be binding upon all Lenders and all makers of Loans; provided, however, that the Agents shall not be required to take any action which, in the reasonable opinion of any Agent, exposes such Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 10.02 Nature of Duties; Delegation. (a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral without reliance upon the Administrative Agent or any other Lender or any of their Related Parties, and neither the Agents nor any of their Related Parties shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, each Agent shall provide to such Lender any documents or reports delivered to such Agent by the Loan Parties pursuant to the terms of this Agreement or any other Loan Document. If any Agent seeks the consent or approval of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) to the taking or refraining from taking any action hereunder, such Agent shall send notice thereof to each Lender. Each Agent shall promptly notify each Lender any time that the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) have instructed such Agent to act or refrain from acting pursuant hereto.

(b) Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any of its Related Parties or any other trustee, co-agent or Person (including any Lender). Any such Related Party, trustee,co-agent and other Person shall benefit from this ARTICLE X to the extent provided by the applicable Agent.

Section 10.03 Rights, Exculpation, Etc. The Agents and their Related Parties shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until the Agents receive written notice of the assignment or transfer thereof, pursuant to Section 12.07 hereof, signed by such payee and in form reasonably satisfactory to the Agents; (ii) may consult with legal counsel (including, without limitation, counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other

experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectibility of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The Agents shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 4.04, and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender to whom payment was due but not made, shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders (unless unanimity is required). Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (unless unanimity is required).

Section 10.04 Reliance. Each Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 10.05 Indemnification. To the extent that any Agent or any Related Party of the foregoing is not reimbursed and indemnified by any Loan Party, the Lenders will reimburse and indemnify such Agent and such Related Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent and such Related Parties in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by such Agent and such Related Parties under this Agreement or any of the other Loan Documents, in proportion to each Lender's Pro Rata Share (including, for the avoidance of doubt, that such Pro Rata Share shall include the Affiliated Lender's share of Loans held or deemed to be held by

such Affiliated Lender), including, without limitation, advances and disbursements made pursuant to Section 10.08; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final non-appealable judicial determination that such liability resulted from such Agent's or such Related Parties gross negligence or willful misconduct. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein, any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with any Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent. (a) Any Agent may at any time give at least 30 days prior written notice of its resignation to the Lenders and the Administrative Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Administrative Borrower, to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent. Whether or not a successor Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by such Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such retiring Agent shall instead be made by or to each Lender directly, until such time, if any, as a successor Agent shall have been appointed as provided for above. Upon the acceptance of a successor's Agent's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 12.04 and Section 12.05 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by it while the retiring Agent was acting as Agent.

Section 10.08 Collateral Matters.

(a) Either Agent may from time to time while an Event of Default has occurred and is continuing make such disbursements and advances ("Agent Advances") which such Agent, in its sole discretion, deems necessary or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Borrowers of the Loans and other Obligations or to pay any other amount chargeable to the Borrowers pursuant to the terms of this Agreement, including, without limitation, costs, fees and expenses as described in Section 12.04; provided that the aggregate outstanding amount of the Agent Advances shall not exceed $2,000,000 at any time. The Agent Advances shall be repayable on demand and be secured by the Collateral and shall bear interest at a rate per annum equal to the rate then applicable to Revolving Loans that are Reference Rate Loans. The Agent Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 4.02. Each Agent making an Agent Advance shall notify the other Agent, each Lender and the Administrative Borrower in writing of each such Agent Advance, which notice shall include a description of the purpose of such Agent Advance. Without limitation to its obligations pursuant to Section 10.05, each Lender agrees that it shall make available to such Agent, upon such Agent's demand, in Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Agent Advance. If such funds are not made available to such Agent by such Lender, such Agent shall be entitled to recover such funds on demand from such Lender, together with interest thereon for each day from the date such payment was due until the date such amount is paid to such Agent, at the Federal Funds Effective Rate for three (3) Business Days and thereafter at the Reference Rate.

(b) The Lenders hereby irrevocably authorize the Collateral Agent to (1) release any Lien granted to or held by the Collateral Agent upon any Collateral (i) in accordance with the express terms of the Loan Documents; (ii) upon termination of the Total Commitment and payment and satisfaction of all Loans and all other Obligations in accordance with the terms hereof; or (iii) (x) constituting property being sold or disposed of in the ordinary course of any Loan Party's business and otherwise in compliance with the terms of this Agreement and the other Loan Documents; (y) constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or (z) if approved, authorized or ratified in writing by the Lenders or (2) subordinate any Lien on any property granted to or sold by the Collateral Agent to the holder of any Lien on property that is permitted to be subordinated pursuant to the definition of "Permitted Liens". Upon request by the Collateral Agent at any time, the Lenders shall confirm in writing the Collateral Agent's authority to release or subordinate particular types or items of Collateral pursuant to this Section 10.08(b).

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release or subordinate Collateral conferred upon the Collateral Agent under Section 10.08(b). Upon receipt by the Collateral Agent of confirmation from the Lenders of its authority to release or subordinate any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably

authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Agents and the Lenders upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral under any Loan Document or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and representative of the Agents and the Lenders (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Debtor Relief Law (including Section 363 of the Bankruptcy Code), to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance

with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Money Laundering and Anti-Terrorism Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties (including each Affiliated Lender), and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each inspection report with respect to the Parent or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding the Parent and its Subsidiaries and will rely significantly upon the Parent's and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding the Parent and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.20, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrowers, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by any such Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.13 Collateral Custodian. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent or its designee may at any time and from time to time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent or its designee who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to, and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever the Collateral Agent or its designee may reasonably request to preserve the Collateral. All costs and expenses incurred by the Collateral Agent or its designee by reason of the employment of the custodian shall be the responsibility of the Borrowers and charged to the Loan Account.

Section 10.14 Collateral Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due to the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and its agents and counsel, and any other amounts due to the Collateral Agent hereunder and under the other Loan Documents.

ARTICLE XI
GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrowers now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of any Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding), fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrowers, being the "Guaranteed Obligations"), and agrees to pay (without duplication of any amounts payable under Section 12.04) any and all reasonable and documented out-of-pocket expenses (including reasonable and documented out-of-pocket fees and expenses of one outside counsel and one local counsel in each relevant jurisdiction) incurred by the Agents and the Lenders in enforcing any rights under the guaranty set forth in this ARTICLE XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrowers to the Agents and the Lenders under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Borrower. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Hedge Liabilities. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any bankruptcy, insolvency or other similar law.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Agents or the Lenders with respect

thereto. Each Guarantor agrees that this ARTICLE XI constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this ARTICLE XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this ARTICLE XI shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Agent or any Lender;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (other than the defense of payment, but including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Agents or the Lenders that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This ARTICLE XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Agents, the Lenders or any other Person upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this ARTICLE XI and any requirement that the Agents or the Lenders exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Agent or any Lender to seek payment or recovery of any amounts owed under this ARTICLE XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any

requirement that any Agent or any Lender protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Agents and the Lenders shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this ARTICLE XI, and acknowledges that this ARTICLE XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This ARTICLE XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the payment in full of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Agents, and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments and its Loans owing to it) to any other Person to the extent otherwise permitted hereunder, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this ARTICLE XI, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Agents and the Lenders against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) shall have been paid in full and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) and the Final Maturity Date, such amount shall (A) to the extent Guaranteed Obligations are outstanding, be held in trust for the benefit of the Agents and the Lenders, as applicable, and shall forthwith be paid to the Agents and the Lenders, as applicable, to be credited and applied to such Guaranteed Obligations, in accordance with the terms of this Agreement or (B) promptly be returned to the party which paid such amount. If (i) any Guarantor shall make payment to the Agents and the Lenders of all or any part of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations), (ii) all of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) shall be paid in full and (iii) the Final Maturity Date shall have occurred, the Agents and the Lenders will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate

documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Guaranty. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Guaranty such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date.

"Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to the sum of (a) its pro rata portion of the aggregate amount paid or distributed on or before such date by any Guarantor under this Guaranty in respect of the Guaranteed Obligations and (b) its pro rata portion of Deficits with respect to the other Guarantors, if any, in each case subject to its Maximum Contribution Amount (such amounts under clauses (a) or (b) in excess of the Maximum Contribution Amount with respect to any Guarantor, "Deficits").

"Maximum Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Guaranty that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Maximum Contribution Amount" with respect to any Guarantor for purposes of this Section 11.06, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor.

"Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Guaranty (including, without limitation, in respect of this Section 11.06), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.06. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.06 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.06.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

(a) Notices Generally. All notices and other communications provided for hereunder shall be in writing and shall be mailed (certified mail, postage prepaid and return receipt requested) or delivered by hand, Federal Express or other reputable overnight courier, if to any Loan Party, at the following address:

Snapdragon Capital Partners LLC
17 Palmer Lane
Riverside, CT 06878
Attention: Mark Grabowski
Telephone: 646-321-0134
Email: markg@snapdragoncap.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Joe Hadley
Telephone: 212-450-4007
E-mail: joseph.hadley@davispolk.com

if to the Agents, to it at the following address:

Cerberus Business Finance Agency, LLC
875 Third Avenue
New York, New York 10022
Attention: Timothy Fording
Telephone: (212) 891-2147
E-mail: tfording@cerberus.com

in each case, with a copy to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Christopher O. Bell, Esq.
Telephone: (212) 756-2000
Email: chris.bell@srz.com

or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01. All such

notices and other communications shall be effective, (i) if mailed (certified mail, postage prepaid and return receipt requested), when received or three (3) days after deposited in the mails, whichever occurs first, (ii) if emailed, in accordance with Section 12.01(c), or (iii) if delivered by hand, Federal Express or other reputable overnight courier, upon delivery, except that notices to any Agent pursuant to ARTICLE II shall not be effective until received by such Agent, as the case may be.

(b) Electronic Communications. Each party hereto may, in its discretion, by written notice to the other parties hereto decline to accept any or all notices and other communications to it hereunder by electronic communications.

(c) Unless the Administrative Agent otherwise prescribes, (A) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (B) notices or communications posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (A), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

Section 12.02 Amendments, Etc. (a) No amendment or waiver of any provision of this Agreement or any other Loan Document (excluding the Fee Letter), and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed (x) in the case of an amendment, consent or waiver to cure any ambiguity, omission, defect or inconsistency or granting a new Lien for the benefit of the Agents and the Lenders or extending an existing Lien over additional property, by the Agents and the Borrower, and (y) in the case of any other amendment, consent or waiver, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, provided, however, that no amendment, waiver or consent shall (i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of each Lender, or postpone or extend any scheduled date fixed for any payment (which shall in no event include any mandatory prepayment) of principal of, or interest or fees on, the Loans without the written consent of any Lender affected thereby (including the Affiliated Lenders), (ii) [Intentionally Omitted], (iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender (other than the Affiliated Lenders), (iv) amend the definition of "Excluded Hedge Liability" (or any defined term used therein or any provision expressly relating to Excluded Hedge Liabilities), "Required Lenders" or "Pro Rata Share" without the written consent of each Lender (other than the Affiliated Lenders), (v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Secured Parties, or release any Borrower or any Guarantor without the written consent of each

Lender (other than the Affiliated Lenders), or (vi) amend, modify or waive Section 4.04 or this Section 12.02 of this Agreement without the written consent of each Lender (other than the Affiliated Lenders).

Notwithstanding the foregoing, (A) no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents, (B) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Final Maturity Date of such Loan held by the Defaulting Lender may not be extended without the consent of such Defaulting Lender, (C) unless otherwise set forth above in this Section 12.02, the Affiliated Lenders shall not be entitled to vote on any amendment, waiver, consent or other matter under this Agreement, and (D) for the purposes of voting on amendments, waivers and consents with respect to the Loan Documents, the Defaulting Lenders and the Affiliated Lenders shall be deemed not to be "Lenders" and the Loans held by the Affiliated Lenders and Defaulting Lenders shall be deemed to be zero.

(b) If (A)(i) any action to be taken by the Lenders hereunder requires the unanimous consent, authorization, or agreement of all of the Lenders (other than the Affiliated Lenders), (ii) the Required Lenders have consented to such action and (iii) a Lender other than the Collateral Agent or Administrative Agent, fails to give its consent, authorization, or agreement, or (B) any Lender requests reimbursement under Section 2.08 or Section 4.05 (each of the Lenders described in clauses (A) and (B), a "Holdout Lender"), then the Administrative Borrower upon at least five (5) Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute Replacement Lenders reasonably acceptable to the Collateral Agent, and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and the Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or penalty. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 12.07(b). Until such time as the Replacement Lender shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of the Loans.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Attorneys' Fees. The Borrowers shall pay promptly, and in any event within ten (10) Business Days of delivery of an invoice, all reasonable and documented out-of-pocket costs and expenses incurred by or on behalf of each Agent (and, without duplication, in the case of clauses (b) through (j) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable and documented out-of-pocket fees, costs, client charges and expenses of one outside counsel and one local counsel in each relevant jurisdiction for the Agents (and, without duplication, in the case of clauses (b) through (j) below, each Lender), accounting, due diligence, searches and filings and other miscellaneous disbursements arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to inSection 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of the Agents' or any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party under the Loan Documents, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral, in connection with this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party or Guarantor under the Loan Documents, (j) all liabilities and costs arising from or in connection with the past, present or future operations of any Loan Party involving any damage to real or personal property or natural resources or harm or injury alleged to have resulted from any Release of Hazardous Materials on, upon or into such property, (k) any Environmental Liabilities and Costs incurred in connection with the investigation, removal, cleanup and/or remediation of any Hazardous Materials present or arising out of the operations of any Facility of any Loan Party, (l) any Environmental Liabilities and Costs incurred in connection with any Environmental Lien, (m) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (n) the receipt by any Agent or, in the case of clauses (b) through (i) above, any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrowers agree to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents, and (y) if the Borrowers fail to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrowers. The obligations of the Borrowers under this Section 12.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent or such Lender to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not such Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured. Each Agent and each Lender agrees to notify such Loan Party promptly after any such set-off and application made by such Agent or such Lender provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents and the Lenders under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void and no Lender may assign or transfer any of its rights hereunder or under the other Loan Documents except (i) to an assignee in accordance with the provisions of Section 12.07(b) and (ii) by way of participation in accordance with the provisions of Section 12.07(i).

(b) Each Lender may with the written consent of the Collateral Agent, assign to (i) one or more Eligible Transferees and (ii) if an Event of Default under Sections 9.01(a), (f) or (g) has occurred and is continuing, one or more Ineligible Institutions, in each case, all or a portion of its rights and obligations under this Agreement with respect to all or a portion of its Term Loan Commitment, its Revolving Credit Commitment, any portion of the Term Loans made by it and any portion of the Revolving Loans made by it (provided that assignments to Affiliated Lenders shall not require the consent of the Collateral Agent); provided, however, that (i) any such assignment under clause (x) shall require the prior consent of the Administrative Borrower (which consent shall not be unreasonably withheld, conditioned or delayed nor shall it be required during the existence of an Event of Default), (ii) such assignment is in an amount which is at least $5,000,000 or a multiple of $1,000,000 in excess

thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (x) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (y) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof), (iii) except as provided in the last sentence of this Section 12.07(b), the parties to each such assignment shall execute and deliver to each Agent, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Collateral Agent, for the benefit of the Collateral Agent, a processing and recordation fee of $5,000 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender) and (iv) no written consent of the Collateral Agent, the Administrative Agent or the Administrative Borrower shall be required (1) in connection with any assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (2) if such assignment is in connection with any merger, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender. Upon such execution, delivery and acceptance, from and after the effective date specified in each Assignment and Acceptance and recordation on the Register, which effective date shall be at least three (3) Business Days after the delivery thereof to the Collateral Agent (or such shorter period as shall be agreed to by the Collateral Agent and the parties to such assignment), (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto). Notwithstanding anything to the contrary contained in this Section 12.07(b), a Lender (including, for the avoidance of doubt, an Affiliated Lender) may assign any or all of its rights under the Loan Documents to an Affiliate of such Lender or a Related Fund of such Lender without delivering an Assignment and Acceptance to the Agents or to any other Person (a "Related Party Assignment"); provided, however, that (I) the Borrowers and the Administrative Agent may continue to deal solely and directly with such assigning Lender until an Assignment and Acceptance has been delivered to the Administrative Agent for recordation on the Register, (II) the Collateral Agent may continue to deal solely and directly with such assigning Lender until receipt by the Collateral Agent of a copy of the fully executed Assignment and Acceptance pursuant to Section 12.07(e), (III) the failure of such assigning Lender to deliver an Assignment and Acceptance to the Agents shall not affect the legality, validity, or binding effect of such assignment, and (IV) an Assignment and Acceptance between the assigning Lender and an Affiliate of such Lender or a Related Fund of such Lender shall be effective as of the date specified in such Assignment and Acceptance and recordation on the Related Party Register referred to in the last sentence of Section 12.07(d) below. Notwithstanding the foregoing or anything to the contrary set forth herein, no assignment shall be made at any time to any Defaulting Lender or any of its Subsidiaries or Affiliates, or any Person who, upon becoming a Lender would constitute a Defaulting Lender.

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(d) The Administrative Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain, or cause to be maintained at the Payment Office, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon) (the "Registered Loans") owing to each Lender from time to time. Subject to the second to last sentence of this Section 12.07(d), the entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrowers, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Administrative Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice. In the case of an assignment pursuant to the last sentence of Section 12.07(b) as to which an Assignment and Acceptance is not delivered to the Administrative Agent, the assigning Lender shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain, or cause to be maintained, a register (the "Related Party Register") comparable to the Register on behalf of the Borrowers. The Related Party Register shall be available for inspection by the Borrowers and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance, and subject to any consent required from the Administrative Agent or the Collateral Agent pursuant to Section 12.07(b) (which consent of the Collateral Agent must be evidenced by the Collateral Agent's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register and provide to the Collateral Agent a copy of the fully executed Assignment and Acceptance.

(f) A Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register or the Related Party Register (and each registered note shall expressly so provide). Any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register or the Related Party Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any, evidencing the same), the Agents shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered on the Register as the owner thereof for the purpose of receiving all payments thereon, notwithstanding notice to the contrary.

(g) In the event that any Lender sells participations in a Registered Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrowers, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Registered Loans held by it and the principal amount (and stated interest thereon) of the portion of the Registered Loan that is the subject of the participation (the "Participant Register"). A Registered Loan (and the registered note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Administrative Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(h) Any Non-U.S. Lender who purchases or is assigned or participates in any portion of such Registered Loan shall comply with Section 2.08(d).

(i) Each Lender may sell participations to (x) one or more Eligible Transferees and (y) if an Event of Default under Sections 9.01(a), (f) or (g) has occurred and is continuing, one or more Ineligible Institutions, in each case, in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged and that any such participant shall not be entitled to receive any greater payment or benefit hereunder than such Lender would have been entitled to receive with respect to the participation sold to such participant unless the sale of such participation is made with the Administrative Borrower's prior written consent; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrowers, the Agents and the other Lenders shall continue to deal

solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Loans, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or any Loan Party (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be entitled to the benefits of Section 2.08, subject to the obligations and limitations set forth thereunder; provided that the Administrative Borrower shall be notified of such participation and such participant shall agree, for the benefit of the Borrowers, to comply with Section 2.08(d) of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it was a Lender.

(j) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to, or other indebtedness issued by, such Lender pursuant to a securitization transaction (including any structured warehouse credit facility, collateralized loan obligation transaction or similar facility or transaction, and including any further securitization of the indebtedness or equity issued under such a transaction) (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect a Securitization, including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or any Securitization.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party may request in writing that parties delivering an executed counterpart of this Agreement by electronic mail also deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS

AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADMINISTRATIVE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01 AND TO THE SECRETARY OF STATE OF THE STATE OF NEW YORK, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. THE LOAN PARTIES AGREE THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY, EACH AGENT AND THE LENDERS HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY, EACH AGENT AND THE LENDERS HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR

COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender (other than an Affiliated Lender), in its reasonable discretion, with or without any reason.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Agent or any Lender for repayment or recovery of any amount or amounts received by such Agent or such Lender in payment or on account of any of the Obligations, such Agent or such Lender shall give prompt notice of such claim to each other Agent and Lender and the Administrative Borrower, and if such Agent or such Lender repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Agent or such Lender or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Agent or such Lender with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Agent or such Lender hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Agent or such Lender.

Section 12.15 Indemnification.

(a) General Indemnity. In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Agent and each Lender and all of their respective Related Parties (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable and documentedout-of-pocket costs and expenses (including, without limitation, reasonable and documented out-of-pocket costs and expenses of one outside counsel and one local counsel in each relevant jurisdiction) incurred by such Indemnitees (taken as a whole), whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document or of any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrowers under this Agreement or the other Loan

Documents, including, without limitation, the management of any such Loans, (iii) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter (x) caused by the gross negligence or willful misconduct of such Indemnitee as determined by a finalnon- appealable judgment of a court of competent jurisdiction, or (y) arising from disputes solely among the Agents, the Lenders (other than the Affiliated Lenders) and their respective participants or (z) that has resulted from an intentional breach of such Indemnitee's obligations under this Agreement as determined by a final non-appealable judgment of a court of competent jurisdiction. This Section 12.15(a) shall not apply with respect to Taxes other than any Taxes that represent losses, damages, etc. arising from any non-Tax claim.

(b) Environmental Indemnity. Without limiting Section 12.15(a) hereof, each Loan Party agrees to, jointly and severally, defend, indemnify, and hold harmless the Indemnitees against any and all Environmental Liabilities and Costs and all other claims, demands, penalties, fines, liability (including strict liability), losses, damages, costs and expenses (including, reasonable and documented out-of-pocket fees and expenses of one outside counsel and one local counsel in each relevant jurisdiction, consultant fees and laboratory fees), arising out of (i) any Releases or threatened Releases (x) at any property presently or formerly owned or operated by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest, or (y) of any Hazardous Materials generated and disposed of by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; (ii) any violations of Environmental Laws by or relating to any Loan Party; (iii) any Environmental Action relating to any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; (iv) any personal injury (including wrongful death) or property damage (real or personal) arising out of exposure to Hazardous Materials used, handled, generated, transported or disposed by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; and (v) any breach of any warranty or representation regarding environmental matters made by the Loan Parties in Section 6.01(r) or the breach of any covenant made by the Loan Parties in Section 7.01(j). Notwithstanding the foregoing, the Loan Parties shall not have any obligation to any Indemnitee under this subsection (b) regarding any potential environmental matter covered hereunder which is caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(c) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees. The indemnities set forth in this Section 12.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.16 Administrative Borrower. Each Borrower hereby irrevocably appoints Xponential Fitness LLC as the borrowing agent and attorney-in-fact for the Borrowers (the "Administrative Borrower") which appointment shall remain in full force and effect unless and until the Agents shall have received prior written notice signed by all of the Borrowers that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes the Administrative Borrower (i) to provide to the Agents and receive from the Agents all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and (ii) to take such action as the Administrative Borrower deems appropriate on its behalf to obtain Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loan Account and Collateral of the Borrowers in a combined fashion, as more fully set forth herein, is done solely as an accommodation to the Borrowers in order to utilize the collective borrowing powers of the Borrowers in the most efficient and economical manner and at their request, and that neither the Agents nor the Lenders shall incur liability to the Borrowers as a result hereof. Each of the Borrowers expects to derive benefit, directly or indirectly, from the handling of the Loan Account and the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group. To induce the Agents and the Lenders to do so, and in consideration thereof, each of the Borrowers hereby jointly and severally agrees to indemnify the Indemnitees and hold the Indemnitees harmless against any and all liability, expense, loss or claim of damage or injury, made against such Indemnitee by any of the Borrowers or by any third party whosoever, arising from or incurred by reason of (a) the handling of the Loan Account and Collateral of the Borrowers as herein provided, (b) the Agents and the Lenders relying on any instructions of the Administrative Borrower, or (c) any other action taken by any Agent or any Lender hereunder or under the other Loan Documents.

Section 12.17 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section 2.06 hereof, including, without limitation, the fees set forth in the Fee Letter and the Applicable Prepayment Premium, if any, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.18 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Agent and each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.19 Interest. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of

America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender, as applicable, to the Borrowers); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Agent or such Lender, as applicable, as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrowers). All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (x) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.19 and (y) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.19.

For purposes of this Section 12.19, the term “applicable law” shall mean that law in effect from time to time and applicable to the loan transaction between the Borrowers, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.20 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and each of its Related Parties) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure by any Agent or any Lender of any such information (i) to its Affiliates, its Related Parties or the Related Parties of any Person described in clause (ii) or (iii) below) (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.20 or is subject to other customary confidentiality obligations); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization so long as such assignee or participant (or prospective assignee or participant) or party to a Securitization agrees, in writing, to be bound by or is otherwise subject to customary confidentiality obligations (including, without limitation, confidentiality provisions similar in substance to this Section 12.20); (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority having jurisdiction over such Person; (v) (x) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency or (y) otherwise to the extent consisting of general portfolio information that does not identify Loan Parties; provided, unless specifically prohibited by applicable law or court order, each Agent and each Lender shall make reasonable efforts to notify the Borrower of any request by any Governmental Authority or representative thereof; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, in each case, solely to the extent necessary in connection therewith; or (viii) with the consent of the Administrative Borrower. In addition, the Agents and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to any Agent or any Lender in connection with the administration of this Agreement, the other Loan Documents and the Commitments.

Section 12.21 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required by any Requirement of Law (in which event, such Loan Party or such Affiliate will consult with such Agent or such Lender before issuing such press release or other public disclosure; provided, that any failure of such Loan party or such Affiliate to consult with such Agent or such Lender shall

not result in an Event of Default hereunder). Notwithstanding the foregoing or anything contained herein to the contrary, the Parent or any parent company of the Parent may include a summary of this Agreement or any other Loan Document in, and file copies thereof as exhibits to, any registration statement that it submits or files under the Securities Act of 1933, as amended, or filings it makes or furnishes under the Exchange Act. Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrowers, to advertise the closing of the transactions contemplated by this Agreement, and to make reasonably appropriate announcements of the financial arrangements entered into among the parties hereto, as such Agent or such Lender shall deem reasonably appropriate, including, without limitation, announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem reasonably appropriate.

Section 12.22 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.23 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Borrowers, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Borrowers in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

Section 12.24 Keepwell. Each Loan Party, if it is a Qualified ECP Loan Party, then jointly and severally, together with each other Qualified ECP Loan Party, hereby absolutely unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Non-Qualifying Party to honor all of suchNon-Qualifying Party's obligations under this Agreement or any other Loan Document in respect of Swap Obligations (provided, however, that each Qualified ECP Loan Party shall only be liable under this Section 12.24 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 12.24, or otherwise under this Agreement or any other Loan Document, voidable under applicable law, including applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Loan Party under this Section 12.24 shall remain in full force and effect until payment in full of the Obligations and termination of this Agreement and the other Loan Documents. Each Qualified ECP Loan Party intends that this Section 12.24 constitute, and this Section 12.24 shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of each other Borrower and Guarantor for all purposes of Section 1a(18(A)(v)(II) of the CEA.

Section 12.25 Released Loan Party. Notwithstanding anything herein to the contrary, a Loan Party (the 'Released Loan Party") shall be automatically released from its

obligations under this Agreement in the event that all or any portion of the Equity Interests of the Released Loan Party shall be sold, transferred or otherwise disposed pursuant to clauses (i) and (j) of the definition of "Permitted Disposition," and the parties hereby acknowledge and agree that each reference to a "Loan Party" or the "Loan Parties" in this Agreement shall not include such Released Loan Party.

[*Remainder of page intentionally left blank.*]

Annex B

Additional Term Loan Lenders' Commitments

Lender	Additional Term Loan Commitment
Cerberus Levered IV Holdings LLC	$ 2,109,705.23
Cerberus NJ Credit Opportunities Fund, L.P.	$ 685,326.58
Cerberus ASRS Holdings LLC	$ 2,500,667.57
Cerberus KRS Levered Loan Opportunities Fund, L.P.	$ 365,969.66
Cerberus PSERS Levered Loan Opportunities Fund, L.P.	$ 891,831.06
Cerberus FSBA Holdings LLC	$ 335,699.26
Cerberus ND Credit Holdings LLC	$ 370,597.94
Cerberus StepStone Credit Holdings LLC	$ 399,239.33
Kaamanen Holdings, LP	$ 1,043,417.49
Cerberus 2112 Credit Holdings LLC	$ 904,692.99
Philadelphia Indemnity Insurance Company	$ 397,141.16
Reliance Standard Life Insurance Company	$ 595,711.73
TOTAL	$ 10,600,000.00

Exhibit 10.8

EXECUTION VERSION

FINANCING AGREEMENT

Dated as of April 19, 2021

by and among

XPONENTIAL INTERMEDIATE HOLDINGS, LLC,
as Parent,

XPONENTIAL FITNESS LLC
AND EACH OTHER SUBSIDIARY OF PARENT
LISTED AS A BORROWER ON THE SIGNATURE PAGES HERETO,
as Borrowers,

PARENT AND EACH OTHER SUBSIDIARY OF PARENT LISTED AS A
GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent and Administrative Agent

TABLE OF CONTENTS

SCHEDULE AND EXHIBITS

FINANCING AGREEMENT

Financing Agreement, dated as of April 19, 2021, by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as hereinafter defined) of Parent listed as a "Borrower" on the signature pages hereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" hereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages hereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder or otherwise guaranties all or any part of the Obligations (as hereinafter defined), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Wilmington Trust, National Association ("Wilmington Trust"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns, the "Collateral Agent") and Wilmington Trust, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrowers have asked the Lenders to extend credit to the Borrowers consisting of an initial term loan in an aggregate principal amount of $212,000,000. The proceeds of the initial term loan shall be used to repay existing indebtedness of the Loan Parties and for general working capital or other corporate purposes of the Loan Parties (as hereinafter defined), including, but not limited to, the payment of fees and expenses related to this Agreement and the Transactions. The Lenders are severally, and not jointly, willing to extend such credit to the Borrowers subject to the terms and conditions hereinafter set forth.

In consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Account Control Agreement" means an account control agreement, in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders, each of which is among each relevant Loan Party and the Collateral Agent and the applicable Cash Management Banks.

"Account Debtor" means each debtor, customer or obligor in any way obligated on or in connection with any Account Receivable.

"Accounts Receivable" means, with respect to any Person, any and all accounts (as that term is defined in the Uniform Commercial Code), any and all rights of such Person to payment for goods sold and/or services rendered, including accounts, general intangibles and any and all such rights evidenced by chattel paper, instruments or documents, whether due or to become due and whether or not earned by performance, and whether now or hereafter acquired or arising in the future, and any proceeds arising therefrom or relating thereto.

"Acquisition" means the acquisition of all or substantially all of the Equity Interests of any Person or all or substantially all of the assets of any Person or line of business or a division of such Person.

"Act" has the meaning specified therefor in Section 7.02(c). "Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.08(a). "Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Account" means an account at a bank designated by the Administrative Agent from time to time as the account into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Administrative Agent Fee Letter" means the fee letter, dated as of the Effective Date, among the Borrowers and the Administrative Agent.

"Administrative Borrower" has the meaning specified therefor in Section 12.16. "Administrative Questionnaire" means an administrative questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Affiliated Lenders" means the Sponsor and each of its Affiliates (including the Loan Parties) and Related Funds of the foregoing who become a Lender pursuant to the terms of this Agreement.

"After Acquired Property" has the meaning specified therefor in Section 7.01(o). "Agent" has the meaning specified therefor in the preamble hereto.

"Agent Fee Letter" means that certain Fee Letter, dated as of the Effective Date, by and among the Borrowers, the Administrative Agent and the Collateral Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Agent Indemnified Matters" means, collectively, all Indemnified Matters and all Environmental Indemnified Matters.

"Agent Parties" has the meaning specified therefor in Section 12.01(d). "Agreement" means this Financing Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"Alternative Interest Rate Election Event" has the meaning specified therefor in the definition of "LIBOR Rate".

"Ancillary Fees" has the meaning specified therefor in Section 12.02(a).

"Anti-Corruption Laws" has the meaning specified therefor in Section 6.01(jj)(i). "Anti-Money Laundering and Anti-Terrorism Laws" means any Requirement of Law relating to terrorism, economic sanctions or money laundering, including, without limitation, (a) the Money Laundering Control Act of 1986 (*i.e.*, 18 U.S.C. §§ 1956 and 1957), (b) the Bank Secrecy Act of 1970 (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), and the implementing regulations promulgated thereunder, (c) the USA PATRIOT Act and the implementing regulations promulgated thereunder, (d) the laws, regulations and Executive Orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (e) any law prohibiting or directed against terrorist activities or the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B), and (f) any similar laws enacted in the United States or any other jurisdictions in which the parties to this Agreement operate, as any of the foregoing laws have been, or shall hereafter be, amended, renewed, extended, or replaced and all other present and future legal requirements of any Governmental Authority governing, addressing, relating to, or attempting to eliminate, terrorist acts and acts of war and any regulations promulgated pursuant thereto.

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of the Term Loans (or any portion thereof) (a) that are Reference Rate Loans, 5.50% or (b) that are LIBOR Rate Loans 6.50%.

"Applicable Prepayment Premium" means, as of any date of determination, with respect to and in the event of any prepayment of the Term Loans, (a) during the period of time from and after the Effective Date up to and including the date that is the first anniversary of the Effective Date, an amount equal to 2.00% times the principal amount of any such prepayment of the Term Loans on such date, (b) during the period of time after the date that is the first anniversary of the Effective Date up to and including the date that is the second anniversary of the Effective Date, an amount equal to 0.50% times the principal amount of any such prepayment of the Term Loans on such date, and (c) from the second anniversary of the Effective Date and at all times thereafter, zero.

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Administrative Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit D hereto or such other form (including electronic documentation generated by MarkitClear or other electronic platform) reasonably acceptable to the Administrative Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president, executive vice president, vice president or manager of such Person or any other officer of such Person designated as an "Authorized Officer" by any of the foregoing officers in a writing delivered to the Agents.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors.

"Benefit Plan" means an "employee benefit plan" as defined in Section 3(3) of ERISA (other than a Multiemployer Plan) that is sponsored or maintained by any Loan Party or any of its Subsidiaries.

"Board" means the Board of Governors of the Federal Reserve System of the United States.

"Board of Directors" means, (a) with respect to any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) with respect to a partnership, the board of directors or equivalent governing body of the general partner of the partnership, (c) with respect to a limited liability company, the managing member or members or any controlling committee or board of managers of such company or the sole member or the managing member thereof, and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Borrower" and "Borrowers" have the meanings specified therefor in the preamble hereto. As of the Effective Date, the Administrative Borrower is the only Borrower under this Agreement.

"Brand Access Fees" means cash fees paid to the Loan Parties by certain organizations in connection with multi-year contracts with such Loan Parties.

"Business Day" means (a) for all purposes other than as described in clause (b) below, any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close, and (b) with respect to the borrowing, payment or continuation of, or determination of interest rate on, LIBOR Rate Loans, any day that is a Business Day described in clause (a) above and on which dealings in Dollars may be carried on in the interbank eurodollar markets in New York City and London.

"Capital Expenditures" means, with respect to any Person for any period, the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed and including all Capitalized Lease Obligations added during such period; provided, that the term "Capital Expenditures" shall not include any such expenditures which constitute (a) expenditures by the Parent or any of its Subsidiaries made in connection with the replacement, substitution or restoration of such Person's assets (i) to the extent financed from (A) insurance proceeds and other proceeds relating to the loss of property paid on account of the loss of or damage to, destruction of or condemnation of the assets being replaced or restored by such Person that has received such proceeds or (B) proceeds received by such Person from any Disposition permitted under this Agreement, in each case, so long as the Borrowers are permitted to reinvest such proceeds pursuant to Section 2.05(c)(viii) or (ii) with compensation awards arising from the taking by eminent domain or condemnation of the assets being replaced, (b) expenditures financed with the proceeds received from the sale or issuance of Equity Interests to the Sponsor or any other Persons, (c) a Permitted Acquisition or any investment permitted hereunder, (d) expenditures that are accounted for as capital expenditures of such Person and that actually are paid for by a third party (excluding any Loan Party) and for which no Loan Party has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other person (whether before, during or after such period), and (e) the purchase price of equipment that is purchased substantially contemporaneously with the trade in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for the equipment being traded in at such time.

"Capitalized Lease" means, with respect to any Person, any lease of real or personal property by such Person as lessee which is (a) required under GAAP to be capitalized on the balance sheet of such Person or (b) a transaction of a type commonly known as a "synthetic lease" (i.e., a lease transaction that is treated as an operating lease for accounting purposes but with respect to which payments of rent are intended to be treated as payments of principal and interest on a loan for Federal income tax purposes).

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"CARES Act" means the Coronavirus Aid, Relief and Economic Security Act, as amended, and the related rules and regulations promulgated thereunder.

"CARES Act Indebtedness" means any unsecured loan or other financial accommodation under the Payroll Protection Program established pursuant to the CARES Act under 15 U.S.C. 636(a)(36) (as added to the Small Business Act by Section 1102 of the CARES Act).

"Cash Equivalents" means

(a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within 1 year from the date of acquisition thereof;

(b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group or Moody's Investors Service, Inc.;

(c) commercial paper, maturing not more than 1 year after the date of issue ratedP-1 by Moody's or A-1 by Standard & Poor's;

(d) certificates of deposit maturing not more than 1 year after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000;

(e) deposit accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation;

(f) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof;

(g) debt securities with maturities of 6 months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above;

(h) money market accounts maintained with mutual funds having assets in excess of $500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and

(i) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party (other than the Excluded Accounts) maintained at one or more Cash Management Banks listed on Schedule 8.01.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"Catterton Preferred Equity" means that certain preferred equity of H&W Franchise Holdings, LLC (a) issued pursuant to the Operating Agreement of LCAT Franchise Fitness Holdings, LLC, (b) evidenced by Class A-3 Units, Class A-4 Units and Class A-5 Units and (c) outstanding as of the Effective Date.

"CEA" means the Commodity Exchange Act (7 U.S.C.§1 et seq.), as amended from time to time, and any successor statute.

"CFTC" means the Commodity Futures Trading Commission.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) at any time prior to a public offering of any Equity Interests of the Parent or any parent company of the Parent, (i) the Permitted Holders cease beneficially and of record to own and control, directly or indirectly, at least 51% on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent, or (ii) the Sponsor ceases beneficially and of record to own and control, directly or indirectly, the largest percentage on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent necessary to nominate or elect a majority of the Board of Directors of the Parent;

(b) at any time after a public offering of any Equity Interests of the Parent or any parent company of the Parent, the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act), other than a Permitted Holder, of beneficial ownership of more than the greater of (x) 35% of the aggregate outstanding voting power of the Equity Interests of the Parent and (y) the percentage on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of the Parent then owned by the Permitted Holders;

(c) at any time after a public offering of any Equity Interests of the Parent or any parent company of the Parent, during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Parent (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of the Parent was approved by a vote of at least a majority the directors of the Parent then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of the Parent;

(d) the Parent shall cease to have, directly or indirectly, the aggregate beneficial ownership (as defined in Rule13d-3 under the Exchange Act) of at least the percentage of the aggregate voting power or economic power of the Equity Interests of each other Loan Party held by it on the Effective Date (or, with respect to any Subsidiary that becomes a Loan Party after the Effective Date, on the date such Subsidiary becomes a Loan Party hereunder), other than pursuant to a transaction permitted under Section 7.02(c) of this Agreement; or

(e) at any time after a public offering of any of the Equity Interests of the Parent or any parent company of the Parent (i) any Loan Party consolidates or amalgamates with or merges into another entity or conveys, transfers or leases all or substantially all of its property and assets to another Person, unless otherwise permitted hereunder or (ii) any entity consolidates or amalgamates with or merges into any Loan Party in a transaction pursuant to which the outstanding voting Equity Interests of such Loan Party are reclassified or changed into or exchanged for cash, securities or other property, other than any such transaction described in this clause (ii) in which either (A) in the case of any such transaction involving the Parent, no person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder has, directly or indirectly, acquired beneficial ownership of more than 35% of the aggregate outstanding voting Equity Interests of the Parent or (B) in the case of any such transaction involving a Loan Party other than the Parent, the Parent has beneficial ownership on a fully diluted basis of at least the same percentage of the aggregate voting and economic power of all Equity Interests of the resulting, surviving or transferee entity as it held prior to the date of such transaction.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Loan Party upon which a Lien is granted or purported to be granted by such Loan Party as security for all or any part of the Obligations; provided, that the term "Collateral" shall not include any "Excluded Property" (as defined in the Security Agreement).

"Collateral Agent" has the meaning specified therefor in the preamble hereto. "Commitment" means, with respect to each Lender, such Lender's Term Loan Commitment.

"Communications" has the meaning specified therefor in Section 12.01(d). "Competitor" means any Person which is a direct competitor of the Loan Parties or their Subsidiaries in the same or substantially similar line of business as the Loan Parties or their Subsidiaries as of the Effective Date, if, in each case, at the time of a proposed assignment or participation, Agents and the assigning Lender have been notified in writing by the Administrative Borrower that such a Person is a direct competitor of the Loan Parties or their Subsidiaries.

"Compliance Certificate" has the meaning specified therefor in Section 7.01(a)(iv).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(a) increased (without duplication) by the following, in each case (other than clauses (vii) and (ix)) to the extent deducted (and not added back) in determining Consolidated Net Income for such period:

(i) any provision for (or less any benefit, including income tax credits and refunds, from) income taxes (including franchise, gross receipts and single business taxes imposed in lieu of income taxes); plus

(ii) depreciation and amortization expense of such Person for such period; plus

(iii) the amount of any documented and clearly identifiable restructuring charges; provided that the amounts added to Consolidated EBITDA pursuant to this clause (iii) shall not exceed the lesser of 5% of Consolidated EBITDA (calculated prior to giving effect to such add-backs) and $3,000,000 for any period; provided further, that amounts added to Consolidated EBITDA pursuant to this clause (iii) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (vi)(2) and clause (vii) shall not exceed the lesser of 17.0% of Consolidated EBITDA (calculated prior to giving effect to such add-backs) and $4,500,000; plus

(iv) any other non-cash charges or adjustments, including (A) any write offs or write downs reducing Consolidated Net Income for such period, (B) equity-based awards compensation expense and expenses related to or associated with deferred compensation programs, (C) losses on sales, disposals or abandonment of, or any impairment charges or asset write-down or write-off related to, intangible assets, long-lived assets, inventory and investments in debt and equity securities, (D) all losses from investments recorded using the equity method, (E) charges for facilities closed prior to the applicable lease expiration, and (F) non-cash expenses in connection with new studio or other facility openings and closings; plus

(v) the amount of (i) board of directors fees not to exceed $500,000 in the aggregate for such period and (ii) any Permitted Management Fees and related indemnities and expenses paid or accrued in such period under the Management Agreement on the date hereof, in each case, to the extent permitted hereunder; plus

(vi) (1) all fees, costs, charges or expenses in connection with Permitted Acquisitions and other Investments permitted hereunder (including Acquisitions consummated prior to the Effective Date), whether or not such acquisitions are consummated; provided, (A) with respect to Permitted Acquisitions and other Investments permitted hereunder that are consummated, such fees, costs, charges or expenses (a) are incurred within 120 days following the consummation of such acquisition or Investment and (b) shall not exceed $2,000,000 for any period, and (B) with respect to acquisitions and Investments which are not consummated, the aggregate amount of such fees, costs, charges or expenses added back shall not exceed $1,000,000 in the aggregate for such period and (2) the amount of extraordinary, nonrecurring or unusual losses (including all fees and expenses relating thereto), charges or expenses, integration costs, transition costs, pre- opening, opening, consolidation and closing costs for facilities or studios, costs and operating expenses incurred in connection with any strategic initiatives or attributable to the implementation of cost saving initiatives, costs or accruals or reserves incurred in connection with Permitted Acquisitions and whether or not such acquisitions are consummated) whether on, after or prior to the Effective Date, other business optimization expenses (including costs and expenses relating to business optimization programs and new systems design and implementation costs), severance costs and expenses, one-time compensation charges, retention or completion bonuses, executive recruiting costs, consulting fees, restructuring costs and reserves, and curtailments or modifications to pension and postretirement employee benefit plans; provided, that the amounts added to Consolidated EBITDA pursuant to this clause (vi)(2) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (iii) and clause (vii) shall not exceed the lesser of 17.0% of Consolidated EBITDA (calculated prior to giving effect to such add-backs) and $4,500,000 for any period; plus

(vii) the amount of "run-rate" cost savings, cost synergies and operating expense reductions related to restructurings, or cost savings initiatives that are projected by the Administrative Borrower in good faith to result from Permitted Acquisitions and Investments permitted hereunder with respect to which all actions have been taken and factual support has been provided to Lenders, in each case, during the 12 month period following such Permitted Acquisition or Investment (provided that in each case, such cost savings, cost synergies or operating expense reductions shall be certified by management of the Administrative Borrower and calculated on a pro forma basis as though such cost savings, cost synergies or operating expense reductions had been realized on the first day of such period), net of the amount of actual benefits realized from such actions during such period (it is understood and agreed that "run-rate" means the full recurring benefit that is associated with any action taken (which adjustments shall exclude the annualization of any studio royalties); provided that such cost savings, cost synergies and operating expenses are reasonably identifiable and factually supportable; provided further that the amounts added to Consolidated EBITDA pursuant to this clause shall not exceed the lesser of 7.5% of Consolidated EBITDA (calculated prior to giving effect to such add-back) and $4,000,000 for such period; provided further, that amounts added to Consolidated EBITDA pursuant to this clause (vii) when aggregated with amounts added to Consolidated EBITDA pursuant to clause (iii) and clause (vi)(2) shall not exceed the lesser of 17.0% of Consolidated EBITDA (calculated prior to giving effect to such add-backs) and $4,500,000 for any period; plus

(viii) any non-cash costs or expense incurred by the Parent or a Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement; plus

(ix) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (b) below for any previous period and not added back; plus

(x) Consolidated Interest Expense for such period; plus

(xi) to the extent covered by insurance and actually reimbursed in cash, expenses with respect to liability or casualty events; plus

(xii) any proceeds of a business interruption insurance claim actually received in cash and solely to the extent replacing lost profits; plus

(xiii) any losses or start-up costs or expenses (excluding marketing costs and expenses funded or reasonably and in good faith expected to be funded with amounts contributed by franchisees in to marketing funds) incurred and reducing Consolidated Net Income for such period; provided that with respect to any test period, such amounts (A) be solely and directly attributable to any brand acquired by the Parent or any other Loan Party during the trailing twelve month period following the acquisition of such brand, (B) shall not exceed $1,000,000 for any period and (C) be supported by documentation to the satisfaction of the Required Lenders; plus

(xiv) [reserved]; plus

(xv) non-recurring refresh expenses in connection with Permitted Acquisitions and Investments permitted hereunder, in an aggregate amount not to exceed $3,000,000; plus

(xvi) non-cash losses related to the fair value accounting of contingent liabilities including earn-outs; plus

(xvii) [reserved]; plus

(xviii) non-recurring costs and expenses in connection with Studio Support (A) for any period ending during the Fiscal Year ending on December 31, 2021, in an aggregate amount not to exceed $8,000,000, (B) for the four (4) consecutive fiscal quarter periods ending on March 31, 2022, in an aggregate amount not to exceed $8,000,000, (C) for the four

(4) consecutive fiscal quarter periods ending on June 30, 2022, in an aggregate amount not to exceed $6,000,000, (D) for the four (4) consecutive fiscal quarter periods ending on September 30, 2022, in an aggregate amount not to exceed $4,000,000 and (E) for the four (4) consecutive fiscal quarter periods ending on December 31, 2022, in an aggregate amount not to exceed $2,000,000; plus

(xix) (A) non-recurring legal fees related to AKT seller mediation and/or litigation and settlement costs in connection therewith in an aggregate amount not to exceed (x) for any period ending during the Fiscal Year ending on December 31, 2020, in an aggregate amount not to exceed $3,000,000 and (y) for any period ending during the Fiscal Year ending on December 31, 2021, in an aggregate amount not to exceed $4,000,000; provided, that the amount added to Consolidated EBITDA pursuant to this clause (a)(xix)(A) for the four (4) consecutive fiscal quarter periods ending on March 31, 2021, June 30, 2021 and September 30, 2021 shall not exceed $7,000,000 for each such period and (B) any other non-recurring legal fees related to litigation and settlement costs in connection therewith in an aggregate amount not to exceed $2,000,000; plus

(xx) Public Company Costs;

(b) decreased (without duplication) by the following, in each case to the extent included in determining Consolidated Net Income for such period:

(i) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding anynon-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period; plus

(ii) any non-cash gains with respect to cash actually received in a prior period unless such cash did not increase Consolidated EBITDA in such prior period; plus

(iii) extraordinary gains and unusual ornon-recurring gains (less all fees and expenses relating thereto); plus

(iv) non-cash gains related to the fair value accounting of contingent liabilities including earn-outs;

(v) in each case to the extent included in determining such Consolidated Net Income for such period and without duplication, the amount of positive Consolidated EBITDA of Subsidiaries that have not guaranteed the Obligations hereunder and provided Liens on their assets securing the Obligations for such period;

(c) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of FASB Accounting Standards Codification 460, Guarantees. For purposes of determining compliance with any financial test or ratio hereunder, Consolidated EBITDA (computed in accordance with the terms of this definition) of any Subsidiary acquired in a Permitted Acquisition by the Parent or any of its Subsidiaries during such period shall be included in determining Consolidated EBITDA of the Parent and its Subsidiaries for any period as if such Subsidiary was acquired at the beginning of such period. Notwithstanding the foregoing, the amount added to Consolidated EBITDA pursuant to clauses (a)(iii), (a)(vi)(2) and (a)(vii) shall not exceed the lesser of 17.0% of Consolidated EBITDA (calculated prior to giving effect to such add-backs) and $4,500,000. Notwithstanding the foregoing, for each of the periods set forth below, Consolidated EBITDA shall be the amount set forth opposite such period:

APPLICABLE PERIOD	CONSOLIDATED EBITDA	
Fiscal Quarter ended March 31, 2020	$	11,462,000.00
Fiscal Quarter ended June 30, 2020	$	(2,772,000.00)
Fiscal Quarter ended September 30, 2020	$	1,653,000.00
Fiscal Quarter ended December 31, 2020	$	11,415,000.00

Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, neither the incurrence of any CARES Act Indebtedness nor any payment or forgiveness of all or any portion of any CARES Act Indebtedness shall result in any increase to Consolidated EBITDA for any period.

"Consolidated Funded Indebtedness" means, with respect to any Person at any date and without duplication, all Indebtedness of such Person of the type described in clauses (a), (c), (e), (f) and (i) (to the extent (x) guaranteeing Indebtedness of the type described in clause (a), (c), (e) or (f) of the definition of Indebtedness or (y) consisting of Indebtedness with respect to earn-outs or other deferred payments in respect of Acquisitions consummated prior to the Effective Date and listed on Schedule 1.01(B)) of the definition of Indebtedness, determined on a consolidated basis in accordance with GAAP, including, in any event, but without duplication, with respect to Parent and its Subsidiaries, the Loans and the amount of their Capitalized Lease Obligations.

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; provided, however, that the following shall be excluded (without duplication): (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary, (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation, (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries, (d) any net gains or losses

attributable to the sale or other disposition of any studios and (e) costs or expenses in connection with an initial public offering of Equity Interests of the Parent or any direct or indirect parent company of the Parent, in each case which has not been consummated. On any date of determination, the Consolidated Net Income will be measured on a Modified Cash Basis.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates (other than the Loan Parties) of such Person, debt extinguishment costs, lender and agency fees and other loan servicing fees, Unused Line Fee, write-downs of deferred financing costs and original issue discount, commissions and fees with respect to letters of credit, imputed interest on Capitalized Leases and similar items), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take- or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any indemnities on product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith. All existing Contingent Obligations constituting earn-outs or other deferred payments in respect of Acquisitions consummated prior to the Effective Date are listed on Schedule 1.01(B).

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Defaulting Lender" means any Lender that (i) has failed to fund any portion of the Loans required to be funded by it hereunder within one Business Day of the date required to be funded by it hereunder and has not cured such failure prior to the date of determination, (ii) has otherwise failed to pay over to any Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, and has not cured such failure prior to the date of determination, or (iii) has been deemed insolvent or become the subject of an Insolvency Proceeding.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells, assigns, transfers or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person, excluding any sales of Inventory in the ordinary course of business on ordinary business terms.

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the date which is 91 days after the Final Maturity Date, (b) is convertible into or exchangeable for (i) debt securities or (ii) any Equity Interests referred to in clause (a) above, in each case at any time prior to the date which is 91 days after the Final Maturity Date, (c) contains any repurchase obligation that may come into effect either (i) prior to payment in full of all Obligations (other than unasserted contingent indemnification Obligations) or (ii) prior to the date that is 91 days after the Final Maturity Date or (d) provides for scheduled payments or the payment of cash dividends or distributions prior to the date that is 91 days after the Final Maturity Date; provided, however, that any Equity

Interests that would not constitute Disqualified Equity Interests but for provisions thereof giving holders thereof (or the holders of any security into or for which such Equity Interests is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Equity Interests upon the occurrence of a Change of Control or a Disposition occurring prior to the date which is 91 days after the Final Maturity Date shall not constitute Disqualified Equity Interests if such Equity Interests provide that the issuer thereof will not redeem any such Equity Interests pursuant to such provisions prior to the date which is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary incorporated or organized under the laws of the United States of America, any state thereof or the District of Columbia.

"Effective Date" means April 19, 2021, the first date on which each of the conditions precedent set forth inSection 5.01 shall have been satisfied (or waived) in a manner reasonably satisfactory to the Lenders.

"Effectiveness Date" means the date indicated in a document or agreement to be the date on which such document or agreement becomes effective, or, if there is no such indication, the date of execution of such document or agreement.

"Eligible Contract Participant" means an "eligible contract participant" as defined in the CEA and regulations thereunder.

"Eligibility Date" means, with respect to each Borrower and Guarantor and each Swap, the date on which this Agreement or any other Loan Document becomes effective with respect to such Swap (for the avoidance of doubt, the Eligibility Date shall be the Effectiveness Date of such Swap if this Agreement or any other Loan Document is then in effect with respect to such Borrower or Guarantor, and otherwise it shall be the Effectiveness Date of this Agreement and/or such other Loan Document(s) to which such Borrower or Guarantor is a party).

"Eligible Transferee" means (a) a Lender or any Affiliate of a Lender or a Related Fund, (b) a commercial bank organized under the laws of the United States, or any state thereof, and having total assets or net worth in excess of $100,000,000, (c) a commercial bank organized under the laws of any other country which is a member of the Organization for Economic Cooperation and Development or a political subdivision of any such country and which has total assets or net worth in excess of $100,000,000, provided that such bank is acting through a branch or agency located in the United States, (d) a finance company, insurance company, or other financial institution or fund (other than an Affiliated Lender) that is engaged in making, purchasing, or otherwise investing in commercial loans in the ordinary course of its business and having (together with its Affiliates) total assets or net worth in excess of $100,000,000, and (e) any Affiliated Lender. No natural person (or any entity organized for the benefit of a natural person) shall be an Eligible Transferee.

"Employee Plan" means an employee benefit plan (other than a Multiemployer Plan) covered by Title IV of ERISA and maintained or contributed to (or that was maintained or contributed to at any time during the 6 calendar years preceding the date of any borrowing hereunder) for employees of any Loan Party or any of its ERISA Affiliates.

"Environmental Actions" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other written communication from any Person or Governmental Authority to any Loan Party or any of its Subsidiaries involving violations of Environmental Laws or Releases of Hazardous Materials (a) from any assets, properties or businesses owned or operated by any Loan Party or any of its Subsidiaries or any predecessor in interest; (b) from adjoining properties or businesses; or (c) onto any facilities which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries or any predecessor in interest.

"Environmental Indemnified Matters" has the meaning specified therefor in Section 12.15(b).

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as such laws may be amended or otherwise modified from time to time, and any other Requirement of Law, permit, license or other binding determination of any Governmental Authority imposing liability or establishing standards of conduct for protection of the environment or other binding government restrictions relating to the protection of the environment or the Release, deposit or migration of any Hazardous Materials into the environment.

"Environmental Liabilities and Costs" means all liabilities, monetary obligations, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigations and feasibility studies), fines, penalties, sanctions and interest which relate to any environmental condition on or a Release of Hazardous Materials from or onto (i) any property presently or formerly owned by any Loan Party or any of its Subsidiaries or (ii) any facility which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities and Costs.

"Equity Interest" means (a) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, and (b) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Parent of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" within the meaning of Sections 414(b), (c), (m) and (o) of the Internal Revenue Code.

"Event of Default" means any of the events set forth in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated EBITDA of such Person and its Subsidiaries for such period, less (b) the sum of (without duplication):

(i) all cash principal payments made pursuant to Sections 2.03(b) and 2.05(c)(v) and (vii) and all cash principal payments on other Indebtedness (other than the Loans) of such Person or any of its Subsidiaries during such period to the extent such other Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement,

(ii) all Consolidated Net Interest Expense to the extent paid or payable in cash during such period,

(iii) all payments paid in cash during such period on account of Capital Expenditures and Permitted Acquisitions by such Person and its Subsidiaries to the extent permitted to be made under this Agreement (excluding Capital Expenditures and Permitted Acquisitions to the extent financed through the incurrence of Indebtedness or through the issuance of Equity Interests),

(iv) all scheduled loan servicing fees and other similar fees in respect of Indebtedness of such Person or any of its Subsidiaries paid in cash during such period,

(v) income taxes paid in cash or payable by such Person and its Subsidiaries for such period and any Tax Distributions,

(vi) the aggregate amount paid by the Loan Parties and their Subsidiaries in cash during such period on account of Permitted Acquisitions (excluding the portion of such payments financed through the incurrence of Indebtedness or through the issuance of Equity Interests),

(vii) the excess, if any, of Working Capital at the end of such period minus Working Capital at the beginning of such period (or minus the excess, if any, of Working Capital at the beginning of such period minus Working Capital at the end of such period),

(viii) amounts on account of reserves or accruals established in purchase accounting,

(ix) the amount of Restricted Payments paid in cash pursuant to Section 7.02(h) during such period,

(x) Permitted Management Fees paid during such period to the extent permitted under Section 7.02(h), and

(xi) [Intentionally Omitted];

(xii) any Investments made in accordance with the terms of this Agreement, in each case except to the extent financed with the proceeds of long-term Indebtedness; and

(xiii) all other cash items added back to calculate Consolidated EBITDA during such period.

"Exchange Act" means the Securities Exchange Act of 1934, as amended. "Excluded Accounts" means any Petty Cash Account and any other deposit account used for (a) funding payroll or segregating payroll taxes or funding other employee wage or benefit payments, (b) segregating 401(k) contributions or contributions to an employee stock purchase plan or (c) funding other employee health and benefit plans.

"Excluded Hedge Liability or Liabilities" means, with respect to each Borrower and Guarantor, each of its Swap Obligations if, and only to the extent that, all or any portion of this Agreement or any Other Document that relates to such Swap Obligation is or becomes illegal under the CEA, or any rule, regulation or order of the CFTC, solely by virtue of such Borrower's and/or Guarantor's failure to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap. Notwithstanding anything to the contrary contained in the foregoing or in any other provision of this Agreement or any Other Document, the foregoing is subject to the following provisos: (a) if a Swap Obligation arises under a master agreement governing more than one Swap, this definition shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guaranty or security interest is or becomes illegal under the CEA, or any rule, regulations or order of the CFTC, solely as a result of the failure by such Borrower or Guarantor for any reason to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap; (b) if a guarantee of a Swap Obligation would cause such obligation to be an Excluded Hedge Liability but the grant of a security interest would not cause such obligation to be an Excluded Hedge Liability, such Swap Obligation shall constitute an Excluded Hedge Liability for purposes of the guaranty but not for purposes of the grant of the security interest; and (c) if there is more than one Borrower or Guarantor executing this Agreement or the Other Documents and a Swap Obligation would be an Excluded Hedge Liability with respect to one or more of such Persons, but not all of them, the definition of Excluded Hedge Liability or Liabilities with respect to each such Person shall only be deemed applicable to (i) the particular Swap Obligations that constitute Excluded Hedge Liabilities with respect to such Person, and (ii) the particular Person with respect to which such Swap Obligations constitute Excluded Hedge Liabilities.

"Excluded Subsidiary" means (a) any Immaterial Subsidiary, (b) any Non-Wholly Owned Subsidiary, (c) any Subsidiary that is prohibited or restricted by law, rule or regulation or by any contractual obligation from providing a guarantee or that would require a governmental (including regulatory) or third party consent, approval, license or authorization in order to provide such guarantee (including under any financial assistance, corporate benefit, thin capitalization, capital maintenance, liquidity maintenance or similar legal principles), it being understood that the Parent and its Subsidiaries shall have no obligation to obtain any such consent, approval, license or authorization, (d) any Foreign Subsidiary and (e) any other Subsidiary designated at the request of the Administrative Borrower, and consented to in writing by the Administrative Agent (acting at the direction of the Required Lenders); provided that notwithstanding the foregoing, to the extent any Guarantor becomes an Excluded Subsidiary as a result of (i) the sale or partial disposition of the outstanding Equity Interests of such Subsidiary or (ii) issuance of additional Equity Interest by such Subsidiary, in each case for the purposes of making such Guarantor an Excluded Subsidiary and not for a bona fide business purposes, such Subsidiary shall remain a Guarantor notwithstanding its status as a Non-Wholly Owned Subsidiary.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment under Section 12.02(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.08, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.08(d) or (f) and (d) any withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Agent" means Cerberus Business Finance Agency, LLC.

"Existing Credit Facility" means that certain Financing Agreement, dated as of February 28, 2020 (as amended, restated, supplemented or otherwise modified prior to the Effective Date, including by the first amendment thereto, dated as of August 4, 2020), by and among the Administrative Borrower the other Loan Parties signatories thereto, the Existing Lenders and the Existing Agent, together with all other documents and instruments relating thereto.

"Existing Lenders" means the lenders party to the Existing Credit Facility.

"Extraordinary Receipts" means any cash received by Parent or any of its Subsidiaries in connection with the following: (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance and insurance claim refunds (excluding (i) insurance proceeds received which are owed to a third party (including legal, accounting and other professional and transaction fees arising from events giving rise to such proceeds) that is not an Affiliate of Parent or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into by the Loan Parties or their Subsidiaries from time to time in the ordinary course of business, (ii) so long as no Event of Default has occurred and is continuing, business interruption insurance proceeds (if any) and (iii) insurance proceeds received by the Parent or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (excluding, any portion thereof that represents out-of-pocket expenses by such Person), (e) condemnation awards (and payments in lieu thereof) (excluding any portion thereof that represents out-of- pocket expenses by such Person) and (f) indemnity payments to the extent the amount received is not required to be remitted to any other Person (other than any Affiliate of Parent or any of its Subsidiaries) and to the extent such proceeds exceed the loss, damages, fees, costs and expenses incurred by or actual remediation and replacement costs of the applicable Loan Party or Subsidiary in connection with any such matter.

"Facility" means a parcel of real property owned in fee simple and described on Schedule 6.01(o), including, without limitation, the land on which such facility or office is located, all buildings and other improvements thereon, all fixtures located at or used in connection with such facility or office, all whether now or hereafter existing.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code, any intergovernmental agreement entered into in connection with the foregoing and any legislation, regulations or official rules or practices adopted pursuant to any such intergovernmental agreement.

"FCPA" has the meaning specified therefor in Section 6.01(jj).

"Federal Funds Effective Rate" means, for any day, the rate per annum (based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published

on the next succeeding Business Day and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average of the quotations (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by the Administrative Agent. The Federal Funds Effective Rate shall be deemed equal to 0% if such rate, as otherwise determined above, would be less than 0%.

"Final Maturity Date" means the earliest of (i) February 28, 2025, (ii) the date on which all Loans shall become due and payable in accordance with the terms of this Agreement, and (iii) the payment in full of all Obligations (other than contingent indemnification obligations as to which no claim has been made) and the termination of all Commitments.

"Financial Statements" means (a) the audited consolidated balance sheet of the Parent and its Subsidiaries for the Fiscal Year ended December 31, 2019, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (b) the unaudited consolidated balance sheet of the Parent and its Subsidiaries for the thirteen months ended February 28, 2021, and the related consolidated statement of operations, shareholder's equity and cash flows for the thirteen months then ended.

"Fiscal Year" means the fiscal year of the Parent and its Subsidiaries ending on December 31 of each year.

"Flow of Funds Agreement" means a funding authorization letter, dated the Effective Date, made by the Borrowers in favor of the Administrative Agent, and the funds flow memorandum attached thereto describing the sources and uses of all cash payments in connection with the Transactions.

"Foreign Subsidiary" means any Subsidiary of the Parent that is not a Domestic Subsidiary.

"Franchise" means a franchise or licensing arrangement subject to a Franchise Agreement for the operation of a Franchised Location.

"Franchise Agreements" means any franchise agreements whether now existing or hereafter entered into by the Parent or any of its Subsidiaries and related to the franchising of the business of operating a Franchised Location, and all other agreements with any Franchisee, sub-franchisee or similar Person to which any Loan Party is a party, in each case, related to the franchising of the business of operating a Franchised Location, all as amended or modified from time to time.

"Franchise Collections" mean those collections of the Parent and its Subsidiaries derived from any Accounts Receivable, however evidenced, constituting payment obligations, revenue, profits, income, royalties, finder's fees, and deferred sales fees payable to an obligor pursuant to the terms of any Franchise Agreements.

"Franchised Location" means a health and wellness facility owned and operated by a Loan Party or a Franchisee.

"Franchisee" means any franchisee under a Franchise Agreement.

"Funding Losses" has the meaning specified therefor in Section 2.09(e).

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purposes of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the Financial Statements, provided, further, that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of the financial covenant contained in Section 7.03 hereof, the Required Lenders and the Administrative Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrowers after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the financial covenant set forth in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred; provided that no Lender shall be entitled to receive any fees (other than reimbursement of their reasonable out-of-pocket expenses (including reasonable legal fees) pursuant to Section 12.04 hereof) in connection with such amendments.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture agreement, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization.

"Governmental Authority" means any nation or government, any Federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity acting within its legal authority and exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including, without limitation, the SEC.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict or award issued, made, rendered or entered by or with any Governmental Authority.

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01. "Guarantor" has the meaning specified therefor in the preamble hereto, it being understood and agreed that no Excluded Subsidiaries of the Parent shall be Guarantors.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in ARTICLE XI hereof and (b) each other guaranty, in form and substance reasonably satisfactory to the Required Lenders, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means (a) any element, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, special waste, or solid waste under Environmental Laws; (b) any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined in or regulated as such by any Environmental Law and which is present in the environment in such quantity or state that it contravenes any Environmental Law; (c) petroleum and its refined products; (d) polychlorinated biphenyls; (e) any substance exhibiting a hazardous waste characteristic, including, without limitation, corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and (f) any raw materials, building components (including, without limitation, asbestos-containing materials) and manufactured products containing hazardous substances listed or classified as such under Environmental Laws.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor, adjustable strike cap, adjustable strike corridor, cross-currency swap or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements, and (without limiting the generality of any of the foregoing) specifically including any foreign exchange transaction, including spot and forward foreign currency purchases and sales, listed or over-the-counter options on foreign currencies, non- deliverable forwards and options, foreign currency swap agreements, and currency exchange rate price hedging arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non- usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(b). "Immaterial Subsidiary" means any Subsidiary or group of Subsidiaries identified in writing to the Agents that does not account for, on an aggregate basis, greater than 2.0% of the assets or greater than 2.0% of the revenues of the Parent and its Subsidiaries on a consolidated basis.

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables and accrued expenses or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days (180 days if a *bona fide* dispute exists in respect of such trade

payable so long as adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP) after the date such payable was created); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property, (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities other than obligations and liabilities that are cash collateralized on terms reasonably satisfactory to the Administrative Agent (acting at the direction of the Required Lenders); (g) all net obligations and liabilities, calculated on a basis reasonably satisfactory to the Required Lenders and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness, provided, however that if recourse in respect of any Indebtedness of the foregoing is limited to specific assets, then such Indebtedness shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the fair market value of the asset encumbered thereby as determined by such Person in good faith; provided further, that Indebtedness shall not include (i) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy warranties or other unperformed obligations of the seller of such asset, (ii) endorsements of checks or drafts arising in the ordinary course of business, (iii) preferred Equity Interests to the extent not constituting Disqualified Equity Interests, (iv) any earnout or similar purchase price obligation until such obligation becomes due and payable and required to be reflected on the balance sheet of such Person in accordance with GAAP, and (v) deferred fees and expenses payable under the Management Agreement. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer, so long as, in the case of a joint venture, such Indebtedness is recourse to any Loan Party. For the avoidance of doubt, "Indebtedness" shall exclude operating leases.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Ineligible Institutions" means (a) a Competitor, (b) those other entities designated in writing by the Administrative Borrower, delivered to the Administrative Agent and agreed to by the Required Lenders or (c) in the case of clauses (a) and (b), any of their respective Affiliates that are (i) readily identifiable as Affiliates on the basis of their name or (ii) identified by name by the Administrative Borrower to the Administrative Agent in writing from time to time.

"Initial Term Loan" means, collectively, the loans made by the Initial Term Loan Lenders to the Borrowers on the Effective Date pursuant to Section 2.01(a)(ii).

"Initial Term Loan Commitment" means, with respect to each Initial Term Loan Lender, the commitment of such Lender to make the Initial Term Loan on the Effective Date to the Borrowers in the amount set forth under the heading "Initial Term Loan" in Schedule 1.01(A) hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement

"Initial Term Loan Lender" means a Lender with an Initial Term Loan Commitment or an Initial Term Loan.

"Initial Term Loan Upfront Fee" has the meaning specified therefor in Section 2.06.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by the Loan Parties in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders.

"Interest Period" means, with respect to each LIBOR Rate Loan, the period commencing on the date of the making of such LIBOR Rate Loan (or the continuation of a LIBOR Rate Loan or the conversion of a Reference Rate Loan to a LIBOR Rate Loan) and ending 1, 2 or 3 months thereafter as selected by the Administrative Borrower; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the LIBOR Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is 1, 2 or 3 months after the date on which the Interest Period began, as applicable, and (e) the Administrative Borrower may not select an Interest Period which will end after the Final Maturity Date.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended (or any successor statute thereto) and the regulations thereunder.

"Inventory" means, with respect to any Person, all goods and merchandise of such Person, including, without limitation, all raw materials, work-in-process, packaging, supplies, materials and finished goods of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired.

"Investment" has the meaning specified therefor in Section 7.02(e); provided that the amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, less all returns of principal and other cash returns therefor.

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Domestic Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Landlord Waivers" has the meaning specified therefor in Section 7.01(m). "Lease" means any lease of real property to which any Loan Party or any of its Subsidiaries is a party as lessor or lessee.

"Lender" has the meaning specified therefor in the preamble hereto.

"LIBOR" means, with respect to any LIBOR Rate Loan for any Interest Period, the rate determined by the Administrative Agent to be the London interbank offered rate as calculated by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for deposits in Dollars with a term equivalent to such Interest Period, that appears on the applicable Bloomberg screen page (or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period.

"LIBOR Notice" means a written notice substantially in the form of Exhibit C. "LIBOR Option" has the meaning specified therefor in Section 2.09(a).

"LIBOR Rate" means, for each Interest Period for each LIBOR Rate Loan, the greater of (a) the rate per annum determined by the Administrative Agent (rounded upwards if necessary, to the next 1/100%) by dividing (i) LIBOR for such Interest Period by (ii) 100% minus the Reserve Percentage and (b) 1.00% in the case of Term Loans. The LIBOR Rate shall be adjusted on and as of the effective day of any change in the Reserve Percentage. If, at any time, the supervisor for the administrator of the offered rates referenced in the definition of LIBOR Rate or a Governmental Authority has made a public statement identifying a specific date after which the offered rates referenced in the definition of LIBOR Rate shall no longer be used for determining interest rates for loans (each, an "Alternative Interest Rate Election Event"), then the Administrative Agent, the Required Lenders and the Administrative Borrower shall endeavor to establish an alternate rate of interest to the LIBOR Rate that (x) gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time and (y) is a rate for which the Administrative Agent has indicated in writing to the Lenders (which includes email) that it is able to calculate

and administer, and the Administrative Agent, the Required Lenders and the Borrowers shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (and the Lenders hereby (A) authorize and direct the Administrative Agent to execute and deliver any such amendment in which the Required Lenders are signatory thereto and (B) acknowledge and agree that the Administrative Agent shall be entitled to all of the exculpations, protections and indemnification provided for in this Agreement in favor of the Administrative Agent in executing and delivering any such amendment). To the extent an alternate rate of interest is adopted as contemplated hereby, the approved rate shall be applied in a manner consistent with prevailing market convention; provided that, to the extent such prevailing market convention is not administratively feasible for the Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent, the Required Lenders and the Administrative Borrower. From such time as an Alternative Interest Rate Election Event has occurred and is continuing until an alternate rate of interest has been determined in accordance with the terms and conditions of this paragraph, (x) if any Notice of Borrowing requests a LIBOR Rate Loan, such Loan shall be made as a Reference Rate Loan and (y) LIBOR Notices that requests the conversion of any Reference Rate Loan to, or continuation of any LIBOR Rate Loan as, a LIBOR Rate Loan shall be ineffective; provided that this sentence shall apply during such period only if the offered rate referenced in the definition of LIBOR Rate for such Interest Period is not available or published at such time on a current basis. Notwithstanding anything contained herein to the contrary, if such alternate rate of interest as determined in this paragraph is determined to be less than 1.00% per annum for Term Loans, such rate shall be deemed to be 1.00% per annum for the purposes of this Agreement for Term Loans.

"LIBOR Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the LIBOR Rate.

"Lien" means any mortgage, deed of trust, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security, but not including the interest of a lessor under a lease that is an operating lease.

"Loan" means the Term Loans made by a Lender to the Borrowers pursuant toARTICLE II hereof.

"Loan Document" means this Agreement, the Agent Fee Letter, any Guaranty, any Joinder Agreement, any Mortgage, any Security Agreement, the Flow of Funds Agreement, the Intercompany Subordination Agreement, any Perfection Certificate, any collateral access agreement, any landlord subordination or waiver agreement, any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation.

"Loan Party" means any Borrower and any Guarantor.

"Management Agreement" means that certain Management Services Agreement, dated as of September 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time), by and between TPG Growth III Management, LLC (which assigned such Management Services Agreement to Sponsor prior to the Closing Date) and H&W Investco Management LLC.

"Material Adverse Effect" means a material adverse effect on any of (a) the operations, business, assets, properties or financial condition of the Loan Parties taken as a whole, (b) the ability of the Loan Parties taken as a whole to perform any of their payment or reporting obligations under any Loan Document to which it is a party, (c) the legality, validity or enforceability against any Loan Party of this Agreement or any other material Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien (other than the Collateral Agent's Lien on any Collateral the perfection of which is not required under the Loan Documents) in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any of the Collateral having a fair market value in excess of $2,000,000 (except to the extent resulting from any actions or inactions on the part of the Agents based upon timely receipt of information regarding the Loan Parties as required by this Agreement).

"Material Contract" means, with respect to any Person, (a) each contract or agreement to which that Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by that Person or that Subsidiary of $500,000 or more in any Fiscal Year; and (b) all other contracts or agreements as to which the breach, nonperformance, cancellation, or failure to renew (without contemporaneous replacement of substantially equivalent value) by any party could reasonably be expected to have a Material Adverse Effect.

"Material Real Estate Asset" means any individual real property owned in fee- simple, and the improvements thereto, located in the United States of America and having a fair market value (as determined by the Borrower in good faith after taking into account any liabilities with respect thereto that impact such fair market value) in excess of $500,000.

"Modified Cash Basis" means financial reporting on a GAAP accrual basis; provided, however, that for all purposes hereof franchise territory sales, equipment sales, Brand Access Fees and any other cash revenue streams that are amortized under GAAP will be recorded on a cash basis consistent with the past practices of the Loan Parties.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto. "Mortgage" means a mortgage, deed of trust or deed to secure debt, in form and substance reasonably acceptable to the Required Lenders, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent pursuant to Section 7.01(b), (o), (s) or otherwise.

"MSD" means MSD Partners, L.P.

"MSD Entities" means MSD and any of its controlled Affiliates and funds managed or advised by any of them or any of their respective controlled Affiliates.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding 6 years.

"Net Cash Proceeds" means, (a) with respect to any Disposition by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration but only as and when received) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (i) the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection with such Disposition (other than Indebtedness under this Agreement), (ii) reasonable expenses, attorneys' fees, accountants' fees, investment banking fees and other fees related thereto incurred by such Person or such Subsidiary in connection therewith, (iii) transfer taxes paid or reasonably estimated to be payable to any taxing authorities by such Person or such Subsidiary in connection therewith, and (iv) net income taxes to be paid or reasonably estimated to be payable in connection with such Disposition (after taking into account any tax credits or deductions and any tax sharing arrangements) or any Tax Distributions and (b) with respect to the issuance or incurrence of any Indebtedness by any Person or any of its Subsidiaries, or an Equity Issuance, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary in connection therewith, after deducting therefrom only (i) reasonable expenses, attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other reasonable and customary fees and expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (ii) transfer taxes paid or reasonably estimated to be payable by such Person or such Subsidiary in connection therewith and (iii) net income taxes to be paid or reasonably estimated to be payable in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements) or any Tax Distributions; in each case of clause (a) and (b) to the extent, but only to the extent, that the amounts so deducted are (x) actually paid or payable to a Person that, except in the case of reasonable out-of-pocket expenses and tax payment, is not an Affiliate of such Person or any of its Subsidiaries and (y) properly attributable to such transaction or to the asset that is the subject thereof. Notwithstanding any of the foregoing, Net Cash Proceeds shall not include (A) the Net Cash Proceeds owed by a Loan Party to any third-party Person in which such Person has a joint equity interest in a Subsidiary of such Loan Party, (B) in the case of any Disposition or casualty event by a Non-Wholly Owned Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (B)) attributable to minority interests and not available for distribution to or for the account of the Borrower or any wholly- owned Subsidiary as a result thereof, (C) the amount of any reasonable reserve established in accordance with GAAP against any adjustment to the sale price or any liabilities (other than any taxes deducted pursuant to clauses (ii) or (iii) above) (1) related to any of the applicable assets and (2) retained by the Borrower or any of its Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such Disposition or casualty event occurring on the date of such reduction) and (D) any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition (provided that to the extent that any amounts are released from such escrow to a Borrower or a Subsidiary, such amounts net of any related expenses shall constitute Net Cash Proceeds).

"New Lending Office" has the meaning specified therefor in Section 2.08(d).

"New Subsidiary" has the meaning specified therefor in Section 7.01(b)(i).

"Non-U.S. Lender" has the meaning specified therefor in Section 2.08(d).

"Non-Qualifying Party" means any Borrower or any Guarantor that on the Eligibility Date fails for any reason to qualify as an Eligible Contract Participant.

"Non-Wholly Owned Subsidiary" means a Subsidiary of a Person that is not a Wholly-Owned Subsidiary.

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person. Notwithstanding any of the foregoing, Obligations shall not include any Excluded Hedge Liabilities.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" has the meaning specified therefor in Section 2.08(b).

"Parent" has the meaning specified therefor in the preamble hereto.

"Participant Register" has the meaning specified therefor in Section 12.07(g).

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Perfection Certificate" means a Perfection Certificate executed by the Administrative Borrower in form and substance reasonably acceptable to the Required Lenders.

"Permitted Acquisition" means any Acquisition by a Loan Party or any Subsidiary of a Loan Party to the extent that each of the following conditions shall have been satisfied:

(a) the Borrowers shall have furnished to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent (or any Lender through the Administrative Agent), such other information and documents that any Agent or Lender may reasonably request, including, without limitation, executed counterparts of the respective material agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of the Parent and its Subsidiaries after the consummation of such Acquisition, (iii) historical financial statements relating to the business or Person to be acquired evidencing positive Consolidated EBITDA on a pro forma basis (with such adjustments as the Required Lenders agree to in good faith) for the four fiscal quarter period most recently ended prior to the date the Acquisition, (iv) a certificate of the chief financial officer of the Administrative Borrower, demonstrating on a pro forma basis compliance, as of the most recently ended fiscal quarter period for which financial statements have been or are required to be delivered hereunder, with all financial covenant set forth in Section 7.03 hereof after the consummation of such Acquisition, and (v) copies of such other agreements, instruments or other documents (including, without limitation, the Loan Documents required by Section 7.01(b)) as any Agent (or the Required Lenders through the Administrative Agent) may reasonably request; provided, that with respect to an Acquisition in which the consideration is less than $7,500,000 (a "Limited Permitted Acquisition"), so long as the cash purchase price for such Limited Permitted Acquisition, when aggregated with the cash purchase price of all Limited Permitted Acquisitions (including the proposed Limited Permitted Acquisition) in any Fiscal Year does not exceed $15,000,000, the Borrowers shall only be required to furnish to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition, board materials containing material financial information with respect to such Acquisition provided to the Board of Directors of such Loan Party or its Subsidiaries;

(b) the agreements, instruments and other documents in connection with such Acquisition shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the seller or sellers, or other obligation of the seller or sellers (except for Permitted Indebtedness and obligations incurred in the ordinary course of business in operating the property so acquired and necessary and desirable to the continued operation of such property and except for Indebtedness that either (x) is permitted to be incurred pursuant to Section 7.02(c) or (y) the Agents, with the

consent of the Required Lenders, otherwise expressly consent to in writing after their review of the terms of the proposed Acquisition), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(c) any Subsidiary to be acquired or formed as a result of such Acquisition shall be engaged in a similar business (or reasonably related thereto) as the Loan Parties and such Subsidiary will be a directly owned Subsidiary of a Loan Party (it being understood that such Subsidiary may have Foreign Subsidiaries, so long as the principal operations and material assets of the acquired business reside in the United States);

(d) such Acquisition shall be effected in such a manner so that the acquired Equity Interests or assets are owned either by a Loan Party or a directly owned Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party, the continuing or surviving Person shall be such Loan Party or shall become a Loan Party, or Section 7.02(e) shall otherwise be complied with;

(e) any such Subsidiary (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b); and

(f) no Event of Default shall have occurred and be continuing and none shall exist immediately after giving effect thereto; and

(g) the purchase price for such Acquisition shall not exceed $7,500,000, and, when aggregated with the purchase price of all Permitted Acquisitions (including the proposed Acquisition) consummated after the Effective Date, shall not exceed $15,000,000, provided that the portion (if any) of such purchase price funded with (x) Equity Interests of the Administrative Borrower or any parent company or Subsidiary of the Administrative Borrower or (y) the proceeds of equity contributions made by the Sponsor after the Effective Date shall, in each case, be excluded from the purchase price limitations set forth in this clause (g);

(h) after giving pro forma effect to such proposed Acquisition, the Total Leverage Ratio of the Parent and its Subsidiaries for the most recent fiscal quarter for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv) shall not exceed 4.50 to 1.00; and

(i) immediately after giving effect to such Acquisition, Qualified Cash shall not be less than $5,000,000.

"Permitted Dispositions" means:

(a) Dispositions of obsolete or worn-out equipment in the ordinary course of business, provided that (i) the Net Cash Proceeds of such Dispositions does not exceed $500,000 in the aggregate in any Fiscal Year and $1,000,000 in the aggregate prior to the Final Maturity Date and (ii) in all cases, are applied in accordance with Section 2.05(c)(v);

(b) Dispositions of assets from any Loan Party or any of its Subsidiaries to any other Loan Party (other than the Parent) or any of its Subsidiaries, provided that, the aggregate amount of all Dispositions by a Loan Party to a Subsidiary of a Loan Party that is not a Loan Party under this clause (b) does not exceed $1,000,000 prior to the Final Maturity Date;

(c) leases or subleases of real property and licenses or sublicenses of intellectual property in the ordinary course of business which do not materially interfere with the business of the Loan Parties and their Subsidiaries in an aggregate amount not to exceed $750,000 during the term of this Agreement;

(d) Dispositions of equipment to the extent that such property is (i) exchanged for fair market value for credit against the purchase price of, or (ii) sold for fair market value in the ordinary course of business for, similar replacement or upgraded property;

(e) Dispositions by the Loan Parties and their Subsidiaries of real property not to exceed $100,000 in the aggregate;

(f) Dispositions (including discounts, cancellation or forgiveness) of Accounts Receivable in connection with compromise, write-down or collection thereof in the ordinary course of business to the extent permitted under this Agreement or in connection with the bankruptcy or reorganization of the applicable Account Debtors and Dispositions of any securities received in any such bankruptcy or reorganization;

(g) (i) the lapse of registered intellectual property of the Loan Parties and their Subsidiaries to the extent not economically desirable in the conduct of their respective businesses or (ii) the abandonment of intellectual property rights in the ordinary course of business so long as, in each case under clauses (i) and (ii), such lapse or abandonment is not materially adverse to the interests of the Secured Parties or the business of any Loan Party or any of its Subsidiaries;

(h) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(i) Dispositions of obsolete, surplus, uneconomical worn out or not useful property in the ordinary course of business;

(j) to the extent constituting a Disposition, the making of Investments permitted by Section 7.02(e) and Restricted Payments permitted by Section 7.02(h) and the granting of Permitted Liens and the issuance of Equity Interests (other than Disqualified Equity Interests);

(k) any surrender, waiver, settlement, compromise, modification or release of contractual rights in the ordinary course of business, or the settlement, release or surrender of tort or other claims of any kind; and

(l) Dispositions of Investments in joint ventures or Non-Wholly Owned Subsidiary to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture or similar parties set forth in joint venture arrangements and/or similar binding arrangements;

(m) Dispositions of Investments permitted by Section 7.02(e)(xx);

(n) Dispositions of acquired franchisee locations; and

(o) Dispositions by the Borrowers and their Subsidiaries not otherwise permitted under clauses (a) through (n); provided that (i) the aggregate fair market value of all property Disposed of in reliance on this clause (o) (x) in any Fiscal Year shall not exceed $1,000,000 and (y) prior to the Final Maturity Date shall not exceed $2,000,000 and (ii) at least 75% of the purchase price for such asset shall be paid to the applicable Borrower or its Subsidiary in cash.

"Permitted Cure Equity" means Qualified Equity Interests of the Parent.

"Permitted Holder" means the Sponsor and its respective Affiliates and Related Funds. 12.02(a)):

"Permitted Indebtedness" means (subject to the last paragraph in Section

(a) any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents (including any guarantees hereof or thereof);

(b) any other Indebtedness listed on Schedule 7.02(b), and the extension of maturity, refinancing or modification of the terms thereof; provided, however, that (i) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than with respect to fees and expenses incurred for such refinancing, extension or modification) and (ii) no Loan Party or Subsidiary of a Loan Party that was not liable with respect to the Indebtedness prior to its refinancing or modification shall be liable with respect to such Indebtedness after giving effect to its refinancing or modification (a "Permitted Refinancing");

(c) (i) Indebtedness evidenced by Capitalized Lease Obligations listed on Schedule 7.02(c) and (ii) other Capitalized Lease Obligations entered into after the Effective Date in order to finance Capital Expenditures made by the Loan Parties and their Subsidiaries so long as such Indebtedness, when aggregated with the principal amount of all Indebtedness incurred under this clause (c) and clause (d) of this definition, does not exceed $1,000,000 outstanding at any time;

(d) Indebtedness permitted by clause (e)(i) of the definition of "Permitted Lien";

(e) Indebtedness permitted under Section 7.02(e);

(f) Subordinated Indebtedness in the aggregate principal amount at any time outstanding not to exceed $1,500,000 and any Permitted Refinancing thereof;

(g) Indebtedness of the Loan Parties or any of their respective Subsidiaries under any Hedging Agreement so long as such Hedging Agreements are used solely as a part of such Person's normal business operations as a risk management strategy or hedge against changes resulting from market operations and not as a means to speculate for investment purposes on trends and shifts in financial or commodities markets;

(h) Indebtedness in respect of guarantees by a Loan Party in respect of Indebtedness of any other Loan Party or any of its Subsidiaries permitted hereunder;

(i) Indebtedness owed by one Loan Party or any of its Subsidiaries to another Loan Party or any of its Subsidiaries, so long as the making of the loan or other advance by the Loan Party that is acting as the lender is permitted hereunder; provided that Loans owed by a Subsidiary that is not a Loan Party to a Loan Party shall not exceed an $1,000,000 at any time outstanding;

(j) Indebtedness incurred in the ordinary course of business in connection with cash pooling, netting and cash management arrangements consisting of overdrafts or similar arrangements; provided that any such Indebtedness does not consist of Indebtedness for borrowed money and is owed to the financial institutions providing such arrangements and such Indebtedness is extinguished within sixty (60) days;

(k) Indebtedness arising out of the issuance of surety, stay, customs or appeal bonds, letters of credit, bank guarantees and performance bonds and performance and completing guarantees or other similar obligations, in each case incurred in the ordinary course of business in connection with workers' compensation, health, disability or other employee benefits, environmental obligations or property, casualty or liability insurance of Loan Parties and their Subsidiaries and in connection with other surety and performance bonds in the ordinary course of business, and reimbursement obligations in respect of any of the foregoing;

(l) Indebtedness of any of the Loan Parties or any of their respective Subsidiaries thereof consisting of (x) repurchase obligations with respect to Equity Interests of such Person issued to the directors, consultants, managers, officers and employees of any of the Loan Parties or any of their respective Subsidiaries thereof arising upon the death, disability or termination of employment of such director, consultant, manager, officer or employee to the extent such repurchase is permitted under Section 7.02(h) and (y) promissory notes issued by any of the Loan Parties or any of their respective Subsidiaries thereof to directors, consultants, managers, officers and employees (or their spouses or estates) of any of the Loan Parties or any of their respective Subsidiaries thereof to purchase or redeem Equity Interests of such of the Loan Parties or any of their respective Subsidiaries issued to such director, consultant, manager, officer or employee to the extent such purchase or redemption is permitted under Section 7.02(h);

(m) Indebtedness of a Subsidiary acquired after the Effective Date or an entity merged into or consolidated or amalgamated with a Loan Party or any Subsidiary after the Effective Date, and Indebtedness assumed in connection with the acquisition of assets, which Indebtedness exists at the time of such acquisition, merger or consolidation or amalgamation and is not created in contemplation of such event and where such acquisition, merger or consolidation or amalgamation is otherwise permitted under this Agreement;

(n) additional unsecured Indebtedness of the Loan Parties and their Subsidiaries in an aggregate principal amount not to exceed $1,500,000 at any one time outstanding;

(o) Indebtedness in respect of letters of credit issued by third party financial institutions, so long as the maximum aggregate principal amount of such Indebtedness shall not exceed $500,000;

(p) Indebtedness permitted under Section 9.02;

(q) Indebtedness in respect of earn-outs, purchase price adjustments and other similar payment obligations under agreements entered into in connection with Permitted Acquisitions (and not related to any Acquisition consummated prior to the Effective Date);

(r) Indebtedness incurred in respect of credit cards, credit card processing services, debt cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(s) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price,non-compete or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(t) to the extent constituting Indebtedness, deferred compensation to employees of the Loan Parties incurred in the ordinary course of business;

(u) Indebtedness consisting of the financing of insurance premiums to the extent non-recourse (other than to the insurance premiums); and

(v) Cares Act Indebtedness in an aggregate principal amount not to exceed $6,200,000 outstanding at any time.

"Permitted Investments" means Cash Equivalents.

"Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c);

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than forty-five (45) days or which are bonded or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a); provided, that (i) no such Lien shall at any time be extended to cover any additional property not subject thereto on the Effective Date and (ii) the principal amount of the Indebtedness secured by such Liens shall not be extended, renewed, refunded or refinanced unless such extension, renewal, refunding or refinancing is a Permitted Refinancing;

(e) (i) purchase money Liens on equipment or other assets acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure the purchase price of such equipment or other assets or term loan Indebtedness incurred solely for the purpose of financing the acquisition of such equipment or other assets or (ii) Liens existing on such equipment or other assets at the time of its acquisition; provided, however, that, in case of both clause (i) and (ii) above, (A) no such Lien shall extend to or cover any other property of any Loan Party or any of its Subsidiaries, (B) the principal amount of the Indebtedness secured by any such Lien shall not exceed the lesser of 100% of the fair market value (as calculated at the time of the acquisition of such property) or the cost of the property so held or acquired and (C) the aggregate principal amount of Indebtedness secured by any or all such Liens shall not exceed the principal amount of all Indebtedness incurred under clause (c)(ii) of the definition of Permitted Indebtedness;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due or to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP;

(g) easements, zoning restrictions, survey defects, covenants, conditions, restrictions and similar encumbrances on real property and minor irregularities in the title thereto (and any renewal, replacement, or extension thereof) that do not materially impair the use of such property by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens (and any renewal, replacement, or extension thereof) on real property or equipment securing Indebtedness permitted by subsection (c) of the definition of Permitted Indebtedness;

(i) Liens in the ordinary course of business of a collection bank arising underSection 4-210 of the Uniform Commercial Code on items in the course of collection;

(j) Liens arising by operation of law under Article 2 of the UCC in favor of a reclaiming seller of goods or buyer of goods;

(k) brokers' Liens, bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by any Borrower, Guarantor or Subsidiary thereof (including any restriction on the use of such cash and Cash Equivalents), in each case, granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, including any such Liens or rights of setoff securing amounts owing in the ordinary course of business to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements;

(l) licenses and sub-licenses and other similar encumbrances of intellectual property granted by any Loan Party or any of its Subsidiaries in the ordinary course of business that do not materially detract from the value of the intellectual property subject thereto or materially interfere with the ordinary conduct of the business of any Borrower, Guarantor or Subsidiary thereof in an aggregate amount not to exceed $750,000;

(m) any exceptions (and any renewal, replacement, or extension thereof) in the Title Insurance Policy for any real property and any other exceptions raised by the title insurer in the title insurance commitment that are omitted from such Title Insurance Policy;

(n) Liens securing judgments for the payment of money not constituting an Event of Default under Section 9.01(k);

(o) any interest or title of a lessor under any lease or sublease entered into by any Loan Party or any of their Subsidiaries as permitted under this Agreement or in the ordinary course of business and any financing statement filed in connection with any such lease or sublease;

(q) Liens on cash collateral securing Indebtedness in respect of letters of credit permitted under clause (o) of the definition of "Permitted Indebtedness";

(r) Liens on assets of the applicable acquired subsidiary securing Indebtedness permitted under clause (m) of the definition of "Permitted Indebtedness";

(s) Liens in respect of interests in joint ventures; and

(t) other Liens (other than Liens securing Indebtedness) outstanding in an aggregate principal amount not to exceed $750,000.

"Permitted Management Fees" means, at any time prior to an initial public offering, so long as (a) no Event of Default has occurred and is continuing and (b) immediately before and after giving effect to such payment, (i) Qualified Cash is greater than or equal to $2,000,000 and (ii) the Total Leverage Ratio of the Loan Parties is less than or equal to the then applicable Total Leverage Ratio required under Section 7.03 for the most recent fiscal quarter for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv), all monitoring or consulting fees payable by any Loan Party pursuant to the Management Agreement in an aggregate amount not to exceed $750,000 in any Fiscal Year; provided, that any Permitted Management Fees not paid, due to the failure to satisfy the payment conditions set forth in clauses (a) and (b) above, shall be deferred and may be paid or distributed when such payment conditions have been satisfied.

"Permitted Refinancing" has the meaning specified therefor in clause (b) of the definition of "Permitted Indebtedness".

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Account" means one or more deposit accounts holding a maximum amount of funds on deposit in all such deposit accounts not to exceed $500,000 in the aggregate.

"Plan" means any Employee Plan or Multiemployer Plan.

"Platform" has the meaning specified therefor in Section 12.01(d).

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus two percent (2.00%).

"Projections" has the meaning set forth in Section 7.01(a)(vii).

"Pro Rata Share" means:

(a) [Reserved];

(b) with respect to a Lender's obligation to make the Initial Term Loan and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Initial Term Loan Commitment, by (ii) the Total Initial Term Loan Commitment, provided that if the Total Initial Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Initial Term Loan and the denominator shall be the aggregate unpaid principal amount of the Initial Term Loan;

(c) [Reserved];

(d) with respect to all other matters (including, without limitation, the indemnification obligations arising underSection 10.05), the percentage obtained by dividing (i) the unpaid principal amount of such Lender's portion of the Term Loans, by (ii) the aggregate unpaid principal amount of the Term Loans,

provided, that in the case of (b) above, the portion of the Term Loans held or deemed held by any Affiliated Lender, in each case, shall be excluded for the purposes of making a determination of Pro Rata Share to the extent such term is used to determine any voting rights of the Lenders.

"Public Company Costs" means charges, expenses and costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and charges, expenses and costs in anticipation of, or preparation for, compliance with the provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange for companies with listed equity or debt securities, including directors' or managers' compensation, fees and expense reimbursement, costs, expenses and charges relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"Qualified Cash" means, as of any date of determination, the amount of unrestricted cash and Cash Equivalents of Parent and its consolidated Subsidiaries held in Cash Management Accounts subject to Account Control Agreements.

"Qualified ECP Loan Party" means each Borrower or Guarantor that on the Eligibility Date is (a) a corporation, partnership, proprietorship, organization, trust, or other entity other than a "commodity pool" as defined in Section 1a(10) of the CEA and CFTC regulations thereunder that has total assets exceeding $10,000,000 or (b) an Eligible Contract Participant that can cause another person to qualify as an Eligible Contract Participant on the Eligibility Date under Section 1a(18)(A)(v)(II) of the CEA by entering into or otherwise providing a "letter of credit or keepwell, support, or other agreement" for purposes of Section 1a(18)(A)(v)(II) of the CEA.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" has the meaning specified therefor in Section 7.01(o).

"Recipient" means (a) the Administrative Agent or (b) any Lender.

"Reference Rate" means, for any day, a rate per annum equal to the highest of (a) 2.00% per annum, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% per annum, (c) the LIBOR Rate (which rate shall be calculated based upon an Interest Period of 1 month on such day (or if such day is not a Business Day, the immediately preceding Business Day)) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Rate or the LIBOR Rate for any reason, the Reference Rate shall be determined without regard to clause (b) or (c) above, as applicable, until the circumstances giving rise to such inability no longer exists. Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(d).

"Registered Loans" has the meaning specified therefor in Section 12.07(d).

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, a fund or account managed by the investment advisor or investment manager of such Person.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in the ambient air, soil, surface or ground water, or property.

"Released Loan Party" has the meaning specified therefor in Section 12.25.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; (c) perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or (d) perform any other actions authorized by 42 U.S.C. § 9601.

"Replacement Lender" has the meaning specified therefor in Section 4.03(a).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Amount" has the meaning specified therefor in Section 2.09(i)(i).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (d) of the definition thereof) aggregate at least 50.1%; provided, that, if there are two or more unaffiliated Lenders, at least two unaffiliated Lenders shall be needed in order to constitute Required Lenders; provided, further, if MSD Entities hold at least 20% of (a) the outstanding Term Loans as of the date of determination minus (b) any prepayments of Term Loans made following the Effective Date, then "Required Lenders" must include such MSD Entities.

"Requirements of Law" means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case that are applicable to and legally binding upon such Person or any of its property.

"Reserve Percentage" means for any day during any Interest Period for any LIBOR Rate Loan, the average maximum rate at which reserves (including any marginal, supplemental or emergency reserves) are required to be maintained, during such Interest Period under regulations issued from time to time (including "Regulation D," issued by the FRB (the "Reserve Regulations") by member banks of the United States Federal Reserve System in New York City with deposits exceeding one billion Dollars against Eurocurrency funding liabilities (currently referred to as "Eurocurrency liabilities" (as such term is used in Regulation D)).

"Restricted Payment" has the meaning specified therefor in Section 7.02(h).

"Rumble Franchisee" means a Franchisee that has entered into a Franchise Agreement with Rumble Franchise, Inc.

"Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, or debarred person under any of the U.S. Anti-Money Laundering and Anti-Terrorism Laws.

"SBA" means the U.S. Small Business Administration.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time.

"Securitization" has the meaning specified therefor in Section 12.07(j).

"Security Agreement" means a Pledge and Security Agreement, dated as of the Effective Date, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably acceptable to the Required Lenders, securing the Obligations and delivered to the Collateral Agent.

"Senior Indebtedness" has the meaning specified therefor in Section 12.02(a).

"Small Business Act" means the Small Business Act (15 U.S. Code Chapter 14A – Aid to Small Business).

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person on a going concern basis is not less than the total amount of the liabilities of such Person, (b) the present fair salable value of the assets of such Person on a going concern basis is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

"Sponsor" means Snapdragon Capital Partners LLC and its Controlled Investment Affiliates (but excluding any portfolio company thereof).

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of S&P Global Inc. and any successor thereto. "Studio Support" means Investments made by any Loan Party in any franchisee in order to provide additional financial support (in the form of payment of rent or other expenses of such franchisee) and/or additional marketing support (in addition to marketing support with respect to any "Marketing Fund") and any net operating losses associated with acquired franchisee locations.

"Subordinated Indebtedness" means Indebtedness (including without limitation, Indebtedness obtained to finance a Permitted Acquisition) of any Loan Party; provided that such Indebtedness (a) has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents by the execution and delivery of a subordination agreement, in form and substance reasonably satisfactory to the Required Lenders, (b) does not mature prior to the date that is 91 days after the Final Maturity Date, (c) has no scheduled amortization or payments, repurchases or redemptions of principal prior to the date that is 91 days after the Final Maturity Date, and (d) contains covenants that are no more restrictive than those contained herein.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person.

"Swap" means any "swap" as defined in Section 1a(47) of the CEA and regulations thereunder other than (a) a swap entered into on, or subject to the rules of, a board of trade designated as a contract market under Section 5 of the CEA, or (b) a commodity option entered into pursuant to CFTC Regulation 32.3(a).

"Swap Obligation" means any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap.

"Tax Distributions" has the meaning specified therefor in Section 7.02(h)(A).

"Tax Group" has the meaning specified therefor in Section 7.02(h)(A).

"Tax Receivable Agreement" means a customary tax receivable agreement among Xponential Fitness, Inc., Parent and the "Members" party thereto, as such agreement may be amended or otherwise modified from time to time to the extent (solely in the event of amendments or modifications that are materially adverse to the interests of the Lenders, it being understood that any modification that would increase the obligations of the Parent and its Subsidiaries thereunder by more than 10% would be deemed materially adverse to the interests of the Lenders) approved in writing by the Administrative Agent (acting at the direction of the Required Lenders).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan" and "Term Loans" means the Initial Term Loan.

"Term Loan Commitment" means the Initial Term Loan Commitment.

"Term Loan Lender" means a Lender with a Term Loan Commitment or a Term Loan.

"Term Loan Obligations" means any Obligations with respect to the Term Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Termination Event" means (a) a Reportable Event with respect to any Employee Plan, (b) any event that causes any Loan Party or any of its ERISA Affiliates to incur liability under Section 515 (other than for payment of timely contributions to one or more Multiemployer Plans), 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 of the Internal Revenue Code, (c) the filing of a notice of intent to terminate an Employee Plan or the treatment of an Employee Plan amendment as a termination under Section 4041 of ERISA, (d) the institution of proceedings by the PBGC to terminate an Employee Plan, or (e) any other event or condition that could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Employee Plan.

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance reasonably satisfactory to the Required Lenders, together with all reasonable and customary endorsements as the Collateral Agent or the Required Lenders may reasonably request to the extent the same are available in the applicable jurisdiction at commercially reasonable rates, provided however that (i) in lieu of a zoning endorsement the Collateral Agent shall accept a zoning report from a nationally recognized zoning report provider and (ii) an ALTA 9, Comprehensive Endorsement, shall not be required if not available at a nominal rate, issued by or on behalf of a title insurance company reasonably satisfactory to the Required Lenders, insuring the Lien created by a Mortgage in an amount equal to 115% of the fair market value of the Material Real Estate Asset covered thereby, delivered to the Collateral Agent.

"Total Commitment" means the Total Term Loan Commitment.

"Total Initial Term Loan Commitment" means the sum of the amounts of the Lenders' Initial Term Loan Commitments.

"Total Leverage Ratio" means, on any date of determination, the ratio of (a) the amount of Consolidated Funded Indebtedness of the Parent and its Subsidiaries on such date, *minus* the amount of unrestricted cash and Cash Equivalents of Parent and its consolidated Subsidiaries on such date, if any, and, in any event, so long as such cash and Cash Equivalents are subject to an Account Control Agreement to (b) Consolidated EBITDA of the Parent and its Subsidiaries for the four consecutive fiscal quarter period ending prior to such date.

"Total Term Loan Commitment" means the amount of the Total Initial Term Loan Commitments.

"Transactions" means, collectively, the transactions to occur on or about the Effective Date pursuant to the Loan Documents, including (a) the execution, delivery and performance of the Loan Documents and the making of the Loans hereunder, (b) the payment in full of the Existing Credit Facility, and (c) the payment of all fees and expenses to be paid on or prior to the Effective Date and owing in connection with the foregoing.

"Transferee" means any Agent or any Lender (or any transferee or assignee thereof, including a participation holder.

"Uniform Commercial Code" has the meaning specified therefor in Section 1.04.

"Unused Line Fee" has the meaning specified therefor in Section 2.06(a).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Internal Revenue Code.

"WARN" has the meaning specified therefor in Section 6.01(z).

"Wilmington Trust" has the meaning specified therefor in the preamble hereto. "Working Capital" means at any date of determination thereof, (i) the sum, for any Person and its Subsidiaries on a consolidated basis, of (A) the current expected balance of all Accounts Receivable of such Person and its Subsidiaries as at such date of determination, plus (B) the aggregate book value of all Inventory of such Person and its Subsidiaries as at such date of determination, plus (C) the aggregate amount of prepaid expenses and other current assets of such Person (other than cash and Cash Equivalents) and its Subsidiaries as at such date of determination, minus (ii) the sum, for such Person and its Subsidiaries, of (X) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (Y) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (but, excluding from accounts payable and accrued expenses, the current portion of long-term debt and all accrued interest, taxes and management fees).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction . A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing (which may include e-mail) pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing (which may include e-mail) by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agents and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to the actual knowledge of the chief executive officer, president, chief financial officer, treasurer, assistant treasurer or general counsel of the Administrative Borrower, but in any event, with respect to financial matters, the chief executive officer, chief financial officer or treasurer of Administrative Borrower. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder. For purposes of covenant compliance, the amount of any Investment by a Loan Party or any of its Subsidiaries in any other Loan Party or Subsidiary of a Loan Party shall be the greater of (i) the amount actually invested decreased by management fees and distributions representing a return of capital with respect to such Investment received by a Loan Party or a Subsidiary and (ii) zero.

Section 1.04 Accounting and Other Terms. (a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP applied on a basis consistent with those used in preparing the Financial Statements. All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Required Lenders and the Administrative Borrower may otherwise agree in writing.

(b) For purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, (i) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 840 (or any other similar promulgation or methodology under GAAP with respect to the same subject matter as FASB ASC 840) on the definitions and covenants herein, GAAP as in effect on December 31, 2016 shall be applied and (ii) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Parent and its Subsidiaries shall be

deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrowers or the Required Lenders shall so request, the Required Lenders and the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders and the Borrowers); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrowers shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Agent or any Lender, such period shall in any event consist of at least one full day.

ARTICLE II

THE LOANS

Section 2.01 Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth:

(i) [Reserved].

(ii) each Initial Term Loan Lender severally agrees to make the Initial Term Loan to the Borrowers on the Effective Date, in an aggregate principal amount equal to the amount of such Initial Term Loan Lender's Initial Term Loan Commitment.

(iii) [Reserved].

(b) Notwithstanding the foregoing:

(i) [Reserved].

(ii) [Reserved].

(iii) The aggregate principal amount of the Initial Term Loan made on the Effective Date shall not exceed the Total Initial Term Loan Commitment. Any principal amount of the Initial Term Loan which is repaid or prepaid may not be reborrowed.

(iv) [Reserved].

(v) The aggregate principal amount of all Loans outstanding at any time to the Borrowers shall not exceed the Total Commitment.

Section 2.02 Making the Loans. (a) The Administrative Borrower shall give the Administrative Agent written notice in the form of Exhibit B hereto (a "Notice of Borrowing")), not later than 12:00 noon (New York time) on the date which is three (3) Business Days prior to the date of the proposed Loan (in the case of a LIBOR Rate Loan), or not later than 12:00 noon (New York time) on the date which is one (1) Business Day prior to the date of the proposed Loan (in the case of a Reference Rate Loan). Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount and type of the proposed Loan, (ii) the proposed borrowing date, which must be a Business Day, and, with respect to the Initial Term Loan, must be the Effective Date, (iii) whether the proposed Loan is to be a Reference Rate Loan or a LIBOR Rate Loan, (iv) in the case of a LIBOR Rate Loan, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period" and (v) the wiring information of the account of the Borrowers to which the proceeds of such Loan are to be disbursed. The Administrative Agent and the Lenders may act without liability upon the basis of email or facsimile notice believed by the Administrative Agent in good faith to be from the Administrative Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Administrative Borrower to the Administrative Agent). The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrowers until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrowers shall be bound to make a borrowing in accordance therewith. The Borrowers shall have no more than seven (7) LIBOR Rate Loans in effect at any given time.

(c)

(i) Except as otherwise provided in this subsection 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Initial Term Loan Commitment, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Following the receipt of a Notice of Borrowing, the Administrative Agent shall notify each applicable Lender of the specifics of the Loan. Each applicable Lender shall make its Pro Rata Share of the applicable Loan available to the Administrative Agent, in immediately available funds, to the Administrative Agent's account no later than 1:00 p.m. (New York time) on the date of the proposed Loan. Upon satisfaction of the applicable conditions set forth in Section 5.02 (or, if such borrowing is a borrowing of Initial Loans, Sections 5.01 and 5.02) and receipt of all of the proceeds of the applicable Loan, the

Administrative Agent will make the proceeds of such Loans received by it available to the Borrowers on the day of the proposed Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Loans received by the Administrative Agent in the Administrative Agent's Account to be deposited in the account designated by the Administrative Borrower in the applicable Notice of Borrowing.

(iii) Unless the Administrative Agent shall have received written notice from a Lender prior to 12:00 p.m. on the proposed date of any borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such borrowing, the Administrative Agent may assume that each applicable Lender has made the amount of its Loan available to the Administrative Agent on the applicable borrowing day and the Administrative Agent, in its sole discretion, may, but shall not be obligated to, cause a corresponding amount to be made available to the Borrowers on such day. If the Administrative Agent makes such corresponding amount available to the Borrowers and such corresponding amount is not in fact made available to the Administrative Agent by any such Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Effective Rate for three (3) Business Days and thereafter at the Reference Rate. Upon any such failure by a Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Administrative Borrower of such failure and the Borrowers shall promptly pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this subsection 2.02(c) shall be deemed to relieve any Lender from its obligations to fulfill its Commitments hereunder.

(d) (i) [Reserved].

Section 2.03 Repayment of Loans; Evidence of Debt (a) [Reserved].

(b) The outstanding principal of the Initial Term Loan shall be repayable, ratably, in consecutive quarterly installments, each such installment to be due and payable on the last Business Day of each calendar quarter (i.e. March, June, September, and December), commencing with June 30, 2021, in an amount equal to 0.25% of the original principal amount of the Initial Term Loan made hereunder on the Effective Date; provided, however, that the last such installment shall be in the amount necessary to repay in full the unpaid principal amount of the Term Loans on the Final Maturity Date. The outstanding unpaid principal of the Term Loans and all accrued and unpaid interest thereon, shall be due and payable in full on the Final Maturity Date.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph(c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

(f) Any Lender may request that Loans made by it be evidenced by a note. In such event, the Borrowers shall execute and deliver to such Lender a note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns). Thereafter, the Loans evidenced by such note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more notes payable to the payee named therein and its registered assigns.

Section 2.04 Interest.

(a) [Reserved].

(b) Term Loans. Subject to the terms of this Agreement, at the option of the Administrative Borrower, the Term Loans or any portion thereof shall be either a Reference Rate Loan or a LIBOR Rate Loan. Each portion of any Term Loans that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Term Loans until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each portion of any Term Loans that is a LIBOR Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Term Loans until repaid, at a rate per annum equal to the LIBOR Rate for the Interest Period in effect for such Term Loans (or such portion thereof) plus the Applicable Margin.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall, upon the election of the Required Lenders, bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate.

(d) Interest Payment. Interest on each Loan shall be payable monthly, in arrears, on the last Business Day of each calendar month, commencing on the last Business Day of the first full calendar month following the calendar month in which such Loan is made and at maturity (whether upon demand, by acceleration or otherwise). Interest at the Post-Default Rate shall be payable on demand.

(e) General. All interest shall be computed on the basis of a year of 360 (or 365 or 366 as applicable, in the case of Loans and other obligations accruing interest based on the Reference Rate) days for the actual number of days, including the first day but excluding the last day, elapsed.

Section 2.05 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments.

(i) [Reserved].

(ii) Initial Term Loan. The Total Initial Term Loan Commitment shall terminate on the Effective Date after the funding of the Initial Term Loan by the Term Loan Lenders.

(iii) [Reserved].

(A)[Reserved].

(B) [Reserved].

(b) Optional Prepayment.

(i) [Reserved].

(ii) Term Loans. The Borrowers may, at any time and from time to time, upon written notice to the Administrative Agent received by the Administrative Agent not later than (x) in the case of LIBOR Rate Loans, 11:00 a.m. least three (3) Business Days' prior to the date of prepayment and (y) in the case of Reference Rate Loans, 11:00 a.m. one (1) Business Day's prior to the date of prepayment, in each case to prepay the principal of the Term Loans, in whole or in part. Each such notice shall specify the date and amount of such prepayment, whether the Term Loans to be prepaid are LIBOR Rate Loans or Reference Rate Loans, and, if LIBOR Rate Loans are to be prepaid, the Interest Period(s) of such Term Loans (except that if the Term Loans to be prepaid includes both Reference Rate Loans and LIBOR Rate Loans, absent direction by the Borrower, the applicable prepayment shall be applied first to Reference Rate Loans to the full extent thereof before application to LIBOR Rate Loans (and, in the case of LIBOR Rate Loans, in direct order of Interest Period maturities). The Administrative Agent shall promptly notify each Term Loan Lender of its receipt of each such notice, and of the amount of such Term Loan Lender's ratable portion of such prepayment. Each prepayment made pursuant to this clause (b)(ii) shall be irrevocable (except that such notice may be conditional) and shall be accompanied by the payment of (A) accrued interest to the date of such payment on the amount prepaid, (B) the Applicable Prepayment Premium, if any, payable in connection with such prepayment of the Term Loans, (C) any amounts payable under Section 2.09 in connection with such prepayment of the Term Loans, and (D) if such prepayment would reduce the outstanding principal amount of the Term Loans to zero, all fees and other amounts which have accrued or otherwise become payable as of such date. Each such prepayment shall be applied pro rata against the remaining installments of principal due on the Term Loans.

(iii) [Intentionally Omitted].

(iv) Prepayment In Full. The Borrowers may, upon at least five (5) Business Days prior written notice to the Administrative Agent, terminate this Agreement on the Business Day specified in such written notice by paying to the Administrative Agent, in cash, the Obligations (excluding any unasserted contingent indemnification Obligations), in full, plus the Applicable Prepayment Premium, if any, payable in connection with such termination of this Agreement. If the Administrative Borrower has sent a notice of termination pursuant to this clause (iv), then the Lenders' obligations to extend credit hereunder shall terminate and the Borrowers shall be obligated to repay the Obligations (excluding any unasserted contingent indemnification Obligations) in full, plus the Applicable Prepayment Premium, if any, payable in connection with such termination of this Agreement on the date set forth as the date of termination of this Agreement in such notice (except that such termination may be conditioned on the closing of a replacement financing facility).

(c) Mandatory Prepayment.

(i) [Reserved].

(ii) [Intentionally Omitted].

(iii) [Intentionally Omitted].

(iv) Within five (5) Business Days of delivery to the Agents and the Lenders of annual financial statements pursuant to Section 7.01(a)(ii), commencing with the delivery to the Agents and the Lenders of the financial statements for the Fiscal Year ended on December 31, 2022 (or, if such financial statements are not delivered to the Agents on the date such statements are required to be delivered pursuant to Section 7.01(a)(ii), five (5) Business Days after the date such statements are required to be delivered to the Agents pursuant toSection 7.01(a)(ii)), the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with clause (d) below in an amount equal to the result (if positive) of (1) 50% of the Excess Cash Flow of the Parent and its Subsidiaries for such Fiscal Year, *minus* (2) the amount of any voluntary prepayments of the Term Loans made during such Fiscal Year.

(v) Subject to clause (viii) below, within five (5) Business Days following any Permitted Disposition (other than a Disposition pursuant to clauses (b), (c), (d), (f), (g), (h), (i), (j) and (k) of the definition of "Permitted Disposition") by any Loan Party or its Subsidiaries pursuant to Section 7.02(c)(ii), the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with clause (d) below in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such Permitted Disposition to the extent that the aggregate amount of Net Cash Proceeds received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed for all such Permitted Dispositions $500,000 in any Fiscal Year. Nothing contained in this subsection (v) shall permit any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii).

(vi) Upon the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrowers shall prepay the outstanding amount of the Loans in accordance with clause (d) below in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this subsection (vi) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(vii) Subject to clause (viii) below, within two (2) Business Days of the receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, the Borrowers shall prepay the outstanding principal of the Loans in accordance with clause (d) below an amount equal to 100% of such Extraordinary Receipts net of any reasonable expenses incurred in collecting such Extraordinary Receipts to the extent that the aggregate amount thereof received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed $750,000 in any Fiscal Year.

(viii) Notwithstanding the foregoing, with respect to Net Cash Proceeds received by any Loan Party or any of its Subsidiaries in connection with a Permitted Disposition or the receipt of Extraordinary Receipts consisting of insurance proceeds or condemnation awards that are required to be used to prepay the Obligations pursuant to Section 2.05(c)(v) or Section 2.05(c)(vii), as the case may be, up to $1,000,000 in the aggregate in any Fiscal Year of the Net Cash Proceeds from all such Permitted Dispositions and Extraordinary Receipts shall not be required to be so used to prepay the Obligations to the extent that such Net Cash Proceeds and Extraordinary Receipts are used to acquire, replace, repair or restore properties or assets used in the Parent's and its Subsidiaries' business, provided that, (A) no Event of Default has occurred and is continuing on the date such Person receives such Net Cash Proceeds or Extraordinary Receipts, (B) the Administrative Borrower delivers a certificate to the Administrative Agent within 30 days after the receipt of such Net Cash Proceeds or Extraordinary Receipts resulting from such Disposition or loss, destruction or taking, as the case may be, stating that such Net Cash Proceeds or Extraordinary Receipts shall be used to acquire, replace, repair or restore properties or assets used in such Person's business within a period specified in such certificate not to exceed two hundred and seventy (270) days after the date of receipt of such Net Cash Proceeds or Extraordinary Receipts (which certificate shall set forth estimates of the Net Cash Proceeds or Extraordinary Receipts to be so expended), (C) such Net Cash Proceeds or Extraordinary Receipts are deposited in an account of a Loan Party listed on Schedule 6.01(v) and (D) upon the earlier of (1) the expiration of the period specified in the relevant certificate furnished to the Administrative Agent pursuant to clause (B) above or (2) the occurrence of an Event of Default, such Net Cash Proceeds or Extraordinary Receipts, if not theretofore so used, shall be used to prepay the Obligations in accordance with Section 2.05(c)(v) or Section 2.05(c)(vii) as applicable.

(ix) Within three (3) Business Days after receipt by the Borrowers of the proceeds of any Permitted Cure Equity pursuant to Section 9.02 in respect of any noncompliance with the financial covenants set forth inSection 7.03, the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with Section 2.05(d) in an amount equal to 100% of such proceeds.

(x) Within one (1) Business Day after any initial public offering where the Borrowers, or any direct or indirect parent of the Borrowers, receive net proceeds of at least $200,000,000 (for the avoidance of doubt, such proceeds shall be net of any related fees and expenses) the Borrowers shall prepay the Term Loans (or offer to prepay the Term Loans at par) in an amount equal to the amount of such proceeds remaining after giving effect to the repurchase of the Catterton Preferred Equity; provided that, in no event shall the prepayments required to be made pursuant to this Section 2.05(c)(x), exceed $60,000,000 in the aggregate.

(d) Application of Payments. Each prepayment pursuant to subsections (c)(iv), (c)(v), (c)(vi), (c)(vii), (c)(ix) and (c)(x) above shall be applied to the Term Loans, until paid in full. Prepayments of the Term Loans shall be applied against the remaining installments of principal of the Term Loans (including the final payment of the Term Loans on the Final Maturity Date) in the inverse order of maturity.

(e) Interest and Fees. Any prepayment made pursuant to this Section 2.05 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment, (ii) any Funding Losses (if any) payable pursuant to Section 2.09(e) and (iii) other than in the case of prepayments made pursuant to Sections 2.05(c)(iv), (v), (vii) and (ix), the Applicable Prepayment Premium, if any, shall be payable in connection with such voluntary or mandatory prepayment of the Loans.

(f) Cumulative Prepayments. Payments with respect to any subsection of this Section 2.05 are without duplication of payments made or required to be made under any other subsection of this Section 2.05.

(g) Notice of Mandatory Prepayments. The Administrative Borrower shall notify the Administrative Agent in writing of any event giving rise to a prepayment under this Section 2.05(c) at least four Business Days prior to the date of such prepayment, and each such notice shall specify the date of such prepayment, provide a reasonably detailed calculation of the amount of such prepayment and contain the amount of the Applicable Prepayment Premium (if any) applicable thereto. The Administrative Agent will promptly notify each Lender of the contents of any such prepayment notice so received from the Administrative Borrower, including the date on which such prepayment is to be made.

Section 2.06 Fees.

(a) Upfront Fee/OID. On the Effective Date, the Borrowers shall pay, or cause to be paid, to the Initial Term Lenders, an upfront fee (the "Initial Term Loan Upfront Fee") in an amount equal to 2.00% of the aggregate principal amount of the Initial Term Loans actually funded by the Initial Term Loan Lenders on the Closing Date; provided, that, at the option of each Initial Term Lenders, such Initial Term Loan Upfront Fee shall be taken in the form of an equivalent amount of original issue discount in respect of the aggregate principal amount of Initial Term Loans made by such Initial Term Lender on the Effective Date; provided, further that the parties hereto agree to treat the Initial Term Loan Upfront Fee as original issue discount for U.S. federal (and all applicable state and local) income tax purposes.

(b) Applicable Prepayment Premium. Notwithstanding anything herein to the contrary, to the extent required pursuant to Section 2.05(e) or in the event of the termination of this Agreement and repayment of the Obligations at any time prior to the Final Maturity Date, for any reason, including (i) termination upon the election of the Required Lenders to terminate after the occurrence and during the continuation of an Event of Default (or, in the case of the occurrence of any Event of Default described in Section 9.01(f) or Section 9.01(g) with respect to any Loan Party, automatically upon the occurrence thereof), (ii) foreclosure and sale of Collateral, (iii) sale of the Collateral in any Insolvency Proceeding, or (iv) restructuring, reorganization, or compromise of the Obligations by the confirmation of a plan of reorganization or any other plan of compromise, restructuring, or arrangement in any Insolvency Proceeding, then, in view of the impracticability and extreme difficulty of ascertaining the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such early termination, and by mutual agreement of the parties as to a reasonable estimation and calculation of the lost profits or damages of the Agents and the Lenders, the Borrowers shall pay to the Administrative Agent, for the ratable account of the Term Lenders, the Applicable Prepayment Premium, if any, measured as of the date of such termination. The Loan Parties expressly agree that: (A) the Applicable Prepayment Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Prepayment Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Prepayment Premium; (D) the Loan Parties' agreement to pay the Applicable Prepayment Premium is a material inducement to Lenders to provide the Commitments and make the Loans; and (E) the Applicable Prepayment Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Agents and the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such acceleration. No Applicable Prepayment Premium shall be due and owing in connection with the first $60,000,000 of Term Loans prepaid (including for the avoidance of doubt, prepayments made pursuant to Section 2.05(c)(x)) with the proceeds of an initial public offering of Equity Interests of the Parent or any direct or indirect parent company of the Parent.

(c) [Reserved].

(d) Agent Fee Letter The Borrowers shall pay to the Administrative Agent and the Collateral Agent, for their own account, the fees set forth in the Agent Fee Letter in the amounts and at the times specified therein.

Section 2.07 [Intentionally Omitted].

Section 2.08 Taxes (a) Except as otherwise required by applicable law, any and all payments by any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction for any and all Taxes. If any Loan Party or the Administrative Agent shall be required to deduct any Taxes from or in respect of any sum payable hereunder to any Agent or any Lender (or any Transferee), (i) if such Tax is an Indemnified Tax, the sum payable by the applicable Loan Party shall be increased by the amount

(an "Additional Amount") necessary so that after making all such deductions (including deductions applicable to additional sums payable under this Section 2.08) such Agent or such Lender (or such Transferee) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party or the Administrative Agent shall make such deductions and (iii) such Loan Party or the Administrative Agent shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law. For purposes of this Section 2.08, the term "applicable law" includes FATCA.

(b) In addition, each Loan Party agrees to pay to the relevant Governmental Authority in accordance with applicable law any present or future stamp or documentary taxes or any recording, intangible or similar taxes, charges or levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 12.02(b)) ("Other Taxes"). Each Loan Party shall deliver to the Administrative Agent official receipts or certified copies thereof (or other reasonable evidence of payment) in respect of any Taxes or Other Taxes payable hereunder promptly after payment of such Taxes or Other Taxes.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Agent and each Lender harmless from and against any Indemnified Taxes (including, without limitation, Indemnified Taxes imposed on any amounts payable under this Section 2.08) payable or paid by such Person, whether or not such Indemnified Taxes were correctly or legally asserted by the relevant Governmental Authority. Such indemnification shall be paid within ten (10) days from the date on which any such Person makes written demand therefor specifying in reasonable detail the nature and amount of such Indemnified Taxes.

(d)

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and delivery of such documentation (other than such documentation set forth in (d)(ii) and (d)(iii) below) by any Lender shall not be required if in such Lender's reasonable judgment, such completion, execution or delivery would subject such Lender to any material unreimbursed cost or would materially prejudice the legal or commercial position of such Lender.

(ii) Each Lender (or Transferee) that is organized under the laws of a jurisdiction outside the United States (a "Non-U.S. Lender") agrees that it shall, no later than the Effective Date (or, in the case of a Lender (or Transferee) which becomes a party hereto pursuant to Section 12.07 hereof after the Effective Date, promptly after the date upon which such Lender (or Transferee) becomes a party hereto) deliver to the Agents (and the Administrative Agent shall deliver a copy to the Administrative Borrower) (or, in the case of a participant, to the Lender granting the participation only) one properly completed and duly executed copy of either U.S. Internal Revenue Service Form W-8BEN, W-8BEN-E, W-8ECI or W-8IMY or any subsequent versions thereof or successors thereto, in each case claiming complete exemption from, or reduced rate of, U.S. Federal withholding tax on payments of interest hereunder. In addition, in the case of a Non-U.S. Lender claiming exemption from U.S. Federal withholding tax under Section 871(h) or 881(c) of the Internal Revenue Code, such Non- U.S. Lender hereby represents to the Agents and the Borrowers, and shall provide a properly completed an duly executed copy of a certificate substantially in the form of Exhibit G (any such certificate, a "U.S. Tax Compliance Certificate"), to the effect that such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Internal Revenue Code, is not a10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code) of the Parent and is not a controlled foreign corporation related to the Parent (within the meaning of Section 881(c)(3)(C) of the Internal Revenue Code), and such Non-U.S. Lender agrees that it shall promptly notify the Agents in the event any such representation is no longer accurate. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of a Transferee that is a participation holder, on or before the date such participation holder becomes a Transferee hereunder) and on or before the date, if any, such Non-U.S. Lender changes its applicable lending office by designating a different lending office (a "New Lending Office"). In addition, such Non-U.S. Lender shall deliver such forms within twenty (20) days after receipt of a written request therefor from any Agent (who may be acting pursuant to a request by the Administrative Borrower), the assigning Lender or the Lender granting a participation, as applicable. Each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence, expiration or invalidity of any form previously delivered by such Non- U.S. Lender. Notwithstanding any other provision of this Section 2.08, a Non-U.S. Lender shall not be required to deliver any form pursuant to this Section 2.08(d) that such Non-U.S. Lender is not legally able to deliver. If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender failed to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent (A) a certification signed by the chief financial officer, principal accounting officer, treasurer or controller and (B) other documentation reasonably requested by the Borrower and the Administrative Agent sufficient for the Administrative Agent and the Borrower to comply with their obligations under FATCA and to determine that such Lender has complied with such applicable reporting requirements or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (d), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Any Lender (or Transferee) that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or Agents), executed copies of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding.

(e) The Loan Parties shall not be required to indemnify anyNon-U.S. Lender, or pay any Additional Amounts to any Non-U.S. Lender, in respect of any withholding tax pursuant to this Section 2.08 to the extent that (i) the obligation to withhold such amounts existed on the date such Non-U.S. Lender became a party to this Agreement (or, in the case of a Transferee that is a participation holder, on the date such participation holder became a Transferee hereunder) or, with respect to payments to a New Lending Office, the date such Non- U.S. Lender designated such New Lending Office with respect to a Loan; provided, however, that this clause (i) shall not apply to the extent the indemnity payment or Additional Amounts any Transferee, or Lender (or Transferee) through a New Lending Office, would be entitled to receive (without regard to this clause (i)) do not exceed the indemnity payment or Additional Amounts that the Person making the assignment, participation or transfer to such Transferee, or Lender (or Transferee) making the designation of such New Lending Office, would have been entitled to receive in the absence of such assignment, participation, transfer or designation, or (ii) the obligation to pay such Additional Amounts would not have arisen but for a failure by such Non-U.S. Lender to comply with the provisions of clause (d) above.

(f) The Administrative Agent shall deliver to the Borrower two executed copies of whichever of the following is applicable:

(i) if the Administrative Agent is a U.S. Person, Internal Revenue Service FormW-9 certifying to such Administrative Agent's exemption from U.S. federal backup withholding; or

(ii) if the Administrative Agent is not a U.S. Person,

(A) Internal Revenue Service FormW-8ECI with respect to payments received for its own account; and

(B) Internal Revenue Service FormW-8IMY with respect to any amounts payable to the Administrative Agent for the account of others, certifying that it is a U.S. branch of a foreign bank or insurance company described in Treasury Regulations Section 1.1441-1(b)(2)(iv)(A) that is a participating FFI (including a reporting Model 2 FFI), registered deemed-compliant FFI (including a reporting Model 1 FFI), or NFFE that is using this form as evidence of its agreement with the withholding agent to be treated as a U.S. Person with respect to any payments associated with this withholding certificate.

The Administrative Agent agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower in writing of its legal inability to do so.

(g) If any Lender or any Agent determines, in its sole judgment exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 2.08, it shall pay to the Administrative Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts

paid, by the Loan Parties under this Section with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses of such Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Administrative Borrower, upon the reasonable request of such Agent or such Lender, agrees to repay the amount paid over to the Administrative Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Agent or such Lender in the event such Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection (g), in no event will any Lender or any Agent be required to pay any amount to the Administrative Borrower pursuant to this subsection (g) the payment of which would place such Agent or such Lender in a less favorable net after-Tax position than such Agent or such Lender would have been in if the Indemnified Taxes giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Taxes had never been paid. This subsection shall not be construed to require any Agent or any Lender to make available its tax returns and any other information relating to its taxes that it deems confidential to any Borrower or any other Person.

(h) Any Agent or any Lender (or Transferee) claiming any indemnity payment or additional payment amounts payable pursuant to this Section 2.08 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document reasonably requested in writing by the Administrative Borrower or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or additional amount that may thereafter accrue, would not require such Agent or such Lender (or Transferee) to disclose any information such Agent or such Lender (or Transferee) deems confidential and would not, in the sole determination of such Agent or such Lender (or Transferee), be otherwise disadvantageous to such Agent or such Lender (or Transferee).

(i) The obligations of the Loan Parties under this Section 2.08 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.09 LIBOR Option.

(a) In lieu of having interest charged at the rate based upon the Reference Rate, the Borrowers shall have the option (the "LIBOR Option") to have interest on all or a portion of the Loans be charged at a rate of interest based upon the LIBOR Rate. Each Interest Period of a LIBOR Rate Loan shall commence on the date such LIBOR Rate Loan is made and shall end on such date as the Borrowers may elect as set forth in Section 2.02(a) above. At the direction of the Required Lenders at any time that an Event of Default has occurred and is continuing, the Administrative Borrower no longer shall have the option to request that Loans bear interest at the LIBOR Rate and, at the end of the applicable Interest Period, the interest rate on all outstanding applicable LIBOR Rate Loans shall convert to the rate then applicable to Reference Rate Loans hereunder.

(b) The Administrative Borrower shall elect the initial Interest Period applicable to a LIBOR Rate Loan by its Notice of Borrowing given to the Administrative Agent pursuant to Section 2.02(a), by its notice of continuation given to the Administrative Agent pursuant to this Section 2.09(b) or by its notice of conversion given to the Administrative Agent pursuant to Section 2.09(c), as the case may be. To continue a LIBOR Rate Loan as a LIBOR Rate Loan at the end of the Interest Period applicable thereto, the Administrative Borrower shall elect the duration of each succeeding Interest Period by giving irrevocable written notice to the Administrative Agent of such duration in the form of a LIBOR Notice not later than 1:00 p.m. (New York time) on the day which is three (3) Business Days prior to the last day of the then current Interest Period applicable to such LIBOR Rate Loan. If the Administrative Agent does not receive timely notice of the Interest Period elected by the Administrative Borrower, the Administrative Borrower shall be deemed to have elected to convert such LIBOR Rate Loan to a Reference Rate Loan.

(c) The Administrative Borrower may, on any Business Day of the then current Interest Period applicable to any outstanding LIBOR Rate Loan, or on any Business Day with respect to Reference Rate Loans, convert any such loan into a loan of another type of loan (i.e., a Reference Rate Loan or a LIBOR Rate Loan) in the same aggregate principal amount, provided that any conversion of a LIBOR Rate Loan not made on the last Business Day of the then current Interest Period applicable to such LIBOR Rate Loan shall be subject to Section 2.09(e). If a Borrower desires to convert a Loan, such Borrower shall deliver to the Administrative Agent a LIBOR Notice by no later than 1:00 p.m. (New York time) (i) on the day which is three (3) Business Days' prior to the date on which such conversion is to occur with respect to a conversion from a Reference Rate Loan to a LIBOR Rate Loan, or (ii) on the day which is one (1) Business Day prior to the date on which such conversion is to occur with respect to a conversion from a LIBOR Rate Loan to a Reference Rate Loan, specifying, in each case, the date of such conversion, the Loans to be converted and if the conversion is from a Reference Rate Loan to a LIBOR Rate Loan, the duration of the first Interest Period therefor.

(d) In the event that any prepayment of a LIBOR Rate Loan is required or permitted on a date other than the last Business Day of the then current Interest Period with respect thereto, the Borrowers shall, jointly and severally, indemnify the Administrative Agent and Lenders therefor in accordance with Section 2.09(e).

(e) The Borrowers shall, jointly and severally, indemnify the Agents and Lenders and hold the Agents and Lenders harmless from and against any and all losses, costs or expenses, excluding the loss of any margin above the LIBOR Rates (such losses, costs and expenses, collectively, "Funding Losses"), that the Agents and Lenders may sustain or incur as a consequence of any mandatory or voluntary prepayment, conversion of or any default by the Borrowers in the payment of the principal of or interest on any LIBOR Rate Loan or failure by the Borrowers to complete a borrowing of, a prepayment of or conversion of or to a LIBOR Rate Loan after notice thereof has been given, including, but not limited to, any interest, excluding the loss of any margin above the LIBOR Rates, payable by the Agents or Lenders to lenders of funds obtained by it in order to make or maintain its LIBOR Rate Loans hereunder (it being agreed that the Agents and Lenders shall be entitled to such indemnification on such basis whether or not they have obtained such funds to make or maintain its LIBOR Rate Loans hereunder, to be calculated in accordance with customary banking practices). A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by any Agent or any Lender (with a copy to the Administrative Agent) to the Borrowers shall be conclusive absent manifest error.

(f) Notwithstanding any other provision hereof, if any Requirement of Law or any change therein or in the interpretation or application thereof, shall make it unlawful for any Lender (for purposes of this subsection (f), the term "Lender" shall include any Lender and the office or branch where any Lender or any corporation or bank controlling such Lender makes or maintains any LIBOR Rate Loans) to make or maintain its LIBOR Rate Loans, the obligation of such Lender to make LIBOR Rate Loans hereunder shall forthwith be cancelled and the Borrowers shall, if any affected LIBOR Rate Loans are then outstanding, promptly and upon the reasonable request from such Lender (with a copy to the Administrative Agent), at the Borrowers' option, either pay all such affected LIBOR Rate Loans or convert such affected LIBOR Rate Loans into Reference Rate Loans (with the LIBOR Rate component not being applicable). If any such payment or conversion of any LIBOR Rate Loan is made on a day that is not the last day of the Interest Period applicable to such LIBOR Rate Loan, the Borrowers shall pay such Lender, upon the Lender's reasonable request, such amount or amounts as may be necessary to compensate Lenders for any Funding Losses sustained or incurred by Lenders in respect of such LIBOR Rate Loan as a result of such payment or conversion, including (but not limited to) any interest or other amounts payable by Lenders to lenders of funds actually obtained by Lenders in order to make or maintain such LIBOR Rate Loan. A certificate as to any additional amounts that describes in reasonable detail the calculations thereof payable pursuant to the foregoing sentence submitted by Lenders (with a copy to the Administrative Agent) to the Borrowers shall be conclusive absent manifest error.

(g) Subject to the last paragraph of the definition of "LIBOR Rate", in the event that any Agent shall have determined that:

(i) reasonable means do not exist for ascertaining the LIBOR Rate applicable pursuant to Section 2.02(a) for any Interest Period; or

(ii) Dollar deposits in the relevant amount and for the relevant maturity are not available in the London interbank LIBOR market, with respect to an outstanding LIBOR Rate Loan, a proposed LIBOR Rate Loan, or a proposed conversion of a Reference Rate Loan into a LIBOR Rate Loan,

then Administrative Agent shall give the Administrative Borrower prompt written, telephonic or facsimile notice of such determination. If such notice is given, (i) any such requested LIBOR Rate Loan shall be made as a Reference Rate Loan (without giving effect to the LIBOR Rate component thereof), unless the Administrative Borrower shall notify the Administrative Agent no later than 1:00 p.m. (New York time) two (2) Business Days prior to the date of such proposed borrowing, that its request for such borrowing shall be cancelled or made as an unaffected type of LIBOR Rate Loan, (ii) any Reference Rate Loan or LIBOR Rate Loan which was to have been converted to an affected type of LIBOR Rate Loan shall be continued as or converted into a Reference Rate Loan (without giving effect to the LIBOR Rate component thereof), or, if the Administrative Borrower shall notify the Administrative Agent, no later than 11:00 a.m. (New York time) two (2) Business Days prior to the proposed conversion, shall be maintained as an unaffected type of LIBOR Rate Loan, and (iii) any outstanding affected LIBOR Rate Loans shall be converted into a Reference Rate Loan (without giving effect to the LIBOR Rate component thereof), or, if the Administrative Borrower shall notify Administrative Agent, no later than 11:00 a.m. (New York time) two (2) Business Days prior to the last Business Day

of the then current Interest Period applicable to such affected LIBOR Rate Loan, shall be converted into an unaffected type of LIBOR Rate Loan, on the last Business Day of the then current Interest Period for such affected LIBOR Rate Loans. Until such notice has been withdrawn, Lenders shall have no obligation to make an affected type of LIBOR Rate Loan or maintain outstanding affected LIBOR Rate Loans and the Borrowers shall not have the right to convert a Reference Rate Loan or an unaffected type of LIBOR Rate Loan into an affected type of LIBOR Rate Loan.

(h) Anything to the contrary contained herein notwithstanding, neither any Agent nor any Lender, nor any of their participants, is required actually to acquire LIBOR deposits to fund or otherwise match fund any Obligation as to which interest accrues at the LIBOR Rate. The provisions of this ARTICLE II shall apply as if each Lender or its participants had match funded any Obligation as to which interest is accruing at the LIBOR Rate by acquiring LIBOR deposits for each Interest Period in the amount of the LIBOR Rate Loans.

(i)

(i) If any Lender requests compensation or if any Borrower is required to pay any additional amount to any Lender or if any Borrower is required to pay any additional interest or other amount to any Lender hereunder (each, a "Required Amount"), then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable hereunder in the future, (ii) would not subject such Lender to any unreimbursed cost or expense, and (iii) would not otherwise be materially disadvantageous to such Lender.

(ii) If any Lender requires the Borrower to pay any Required Amounts and such Lender has declined or is unable to designate a different lending office in accordance with clause (a) above, or if any Lender is a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.07), all of its interests, rights and obligations under this Agreement and the other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(A) the Borrower shall have paid to the Agents any processing or recordation fees specified in Section 12.07;

(B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts); and

(C) such assignment does not conflict with applicable law.

Prior to the effective date of such assignment, the assigning Lender shall execute and deliver an Assignment and Acceptance, subject only to the conditions set forth above. If the assigning Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such assignment, the assigning Lender shall be deemed to have executed and delivered such Assignment and Acceptance. Any such assignment shall be made in accordance with the terms of Section 12.07. A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

ARTICLE III

[Intentionally Omitted].

ARTICLE IV

PAYMENTS AND OTHER COMPENSATION

Section 4.01 [Intentionally Omitted].

Section 4.02 Payments; Computations and Statements. (a) The Borrowers will make each payment under this Agreement not later than 1:00 p.m. (New York time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the Administrative Agent's Account. All payments received by the Administrative Agent after 1:00 p.m. (New York time) on any Business Day shall, in the Administrative Agent's discretion, be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. The Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal and interest ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement. All payments shall be made by the Borrowers without set-off, counterclaim, deduction or other defense to the Agents and the Lenders. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be; provided, however, that if such extension would cause payment of interest on or principal of LIBOR Rate Loans to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such fees are payable. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) Unless the Administrative Agent shall have received notice from the Administrative Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lenders, the amount due. In such event, if the Borrowers did not in fact make such payment, then each of the applicable Lenders, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed by the Administrative Agent to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate reasonably determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any reasonable administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

Section 4.03 Sharing of Payments, Defaulting Lenders, Etc.

(a) The Administrative Agent shall not be obligated to transfer to a Defaulting Lender any payments made by any Borrower to the Administrative Agent for the Defaulting Lender's benefit, and, in the absence of such transfer to the Defaulting Lender, the Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Commitments (but only to the extent that such Defaulting Lender's Loan was funded by the other Lenders) or, if so directed by the Borrowers and if no Default or Event of Default has occurred and is continuing (and to the extent such Defaulting Lender's Loan was not funded by the other Lenders), retain the same to be re-advanced to the Borrowers as if such Defaulting Lender had made such Loans to the Borrowers. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender. This Section shall remain effective with respect to such Lender until (x) the Obligations (other than unasserted contingent indemnification Obligations) under this Agreement shall have been declared or shall have become immediately due and payable, (y) the non-Defaulting Lenders, the Administrative Agent, and the Borrowers shall have waived such Defaulting Lender's default in writing, or (z) the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loan and pays to the Administrative Agent all amounts owing by such Defaulting Lender in respect thereof. The operation of this Section shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrowers of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender. Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Borrowers at their option, subject to the written consent of the Administrative Agent (which consent shall not be unreasonably withheld), to permanently replace the Defaulting Lender with one or more substitute Lenders (each, a "Replacement Lender"), and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Notice from the Borrowers to the Agents effecting their right to replace the Defaulting Lender shall specify an effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date such

notice is given. Prior to the effective date of such replacement, the Defaulting Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 12.07(b). Any such assumption of the Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Lenders' or the Borrowers' rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund.

(b) Except as provided in Section 2.02 or Section 12.07, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered); provided, the provisions of this Section 4.03(b) shall not be construed to apply to any payment made by or on behalf of any Borrower pursuant to and in accordance with the terms of this Agreement (including, without limitation, as provided in Section 2.05 and the application of funds arising from the existence of a Defaulting Lender) The Borrowers agree that any Lender so purchasing a participation from another Lender pursuant to this Section 4.03(b) may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation.

Section 4.04 Apportionment of Payments. Subject to Section 2.02 or Section 12.07 hereof and to any written agreement among the Agents and/or the Lenders:

(a) all payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Sections 2.06 and 7.01(f) hereof) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Required Lenders shall (or in the case of an acceleration of the Obligations, the Administrative Agent shall), apply all proceeds of the Collateral and all amounts received by the Administrative Agent on account of the Obligations (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, [reserved]; (iii) third, [reserved]; (iv) fourth, ratably to pay the Obligations in respect of any fees (other than any Applicable Prepayment Premium) and indemnities then due and payable to the Lenders until paid in full; (v) fifth, ratably to pay interest then due and payable in respect of the Loans until paid in full; (vi) sixth, ratably to pay principal of the Loans until paid in full; (vii) seventh, ratably to pay the Obligations in respect of any Applicable Prepayment Premium then due and payable to the Lenders until paid in full; and (viii) eighth, to the ratable payment of all other Obligations then due and payable.

(c) In each instance, so long as no Event of Default has occurred and is continuing, Section 4.04(b) shall not be deemed to apply to any payment by the Borrowers specified by the Administrative Borrower to the Administrative Agent to be for the payment of Term Loan Obligations then due and payable under any provision of this Agreement or the prepayment of all or part of the principal of the Term Loans in accordance with the terms and conditions of Section 2.05.

(d) For purposes of Section 4.04(b), (other than clause (vi)), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding, except to the extent that default or overdue interest (but not any other interest) and loan fees, each arising from or related to a default, are disallowed in any Insolvency Proceeding; provided, however, that for the purposes of clause (vi), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(e) In the event of a direct conflict between the priority provisions of this Section 4.04 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 4.04 shall control and govern.

Section 4.05 Increased Costs and Reduced Return. (a) If any Lender or any Agent shall have determined that a Change in Law, shall (i) subject such Agent or such Lender, or any Person controlling such Agent or such Lender, to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan or against assets of or held by, or deposits with or for the account of, or credit extended by, such Agent or such Lender or any Person controlling such Agent or such Lender or

(iii) impose on such Agent or such Lender or any Person controlling such Agent or such Lender any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Agent or such Lender of making any Loan, or agreeing to make any Loan, or to reduce any amount received or receivable by such Agent or such Lender hereunder, then, within twenty (20) days after receipt by the Administrative Borrower from such Agent or such Lender (with a copy to the Administrative Agent) of the certificate required under Section 4.05(c), the Borrowers shall pay to such Agent or such Lender such additional amounts as will compensate such Agent or such Lender for such increased costs or reductions in amounts received or receivable.

(b) If any Agent or any Lender shall have determined that any Change in Law either (i) affects or would affect the amount of capital required or expected to be maintained by such Agent or such Lender or any Person controlling such Agent or such Lender, and such Agent or such Lender determines that the amount of such capital is increased as a direct or indirect consequence of any Loans made or maintained, such Agent's or such Lender's or such other controlling Person's other obligations hereunder, or (ii) has or would have the effect of reducing the rate of return on such Agent's or such Lender's or such other controlling Person's capital to a level below that which such Agent or such Lender or such controlling Person could have achieved but for such circumstances as a consequence of any Loans made or maintained, or any guaranty or participation with respect thereto or any agreement to make Loans, or such Agent's, or such Lender's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Agent's or such Lender's or such other controlling Person's policies with respect to capital adequacy), then, within twenty (20) days after receipt by the Administrative Borrower from such Agent or such Lender (with a copy to the Administrative Agent) of the certificate required under Section 4.05(c), the Borrowers shall pay to such Agent or such Lender for such cost of maintaining such increased capital or such reduction in the rate of return on such Agent's or such Lender's or such other controlling Person's capital.

(c) All amounts payable under this Section 4.05 shall bear interest from the date that is twenty (20) days after the date of demand by any Agent or any Lender until payment in full to such Agent or such Lender at the Reference Rate. A certificate of such Agent or such Lender claiming compensation under this Section 4.05, specifying the event herein above described and the nature of such event shall be submitted by such Agent or such Lender (with a copy to the Administrative Agent) to the Administrative Borrower, setting forth the additional amount due and an explanation of the calculation thereof in reasonable detail, and such Agent's or such Lender's reasons for invoking the provisions of this Section 4.05, and shall be final and conclusive absent manifest error; provided that any such certificate claiming amounts described in clause (i) or (ii) of the proviso set forth in the definition of Change in Law shall, in addition, state the basis upon which such amount has been calculated and certify that such Agent's or Lender's method of allocating such costs is fair and reasonable and that such Agent's or Lender's demand for payment of such costs hereunder, and such method of allocation, is not inconsistent with its treatment of other borrowers which, as a credit matter, are substantially similar to the Borrowers and which are subject to similar provisions.

(d) If any Lender or Agent becomes entitled to claim any additional amounts pursuant to this Section, it shall promptly notify the Loan Parties of the event by reason of which it has become so entitled; provided that the Loan Parties shall not be required to compensate a Lender or Agent pursuant to this paragraph for any amounts incurred more than six months prior to the date that such Lender or Agent notifies the Loan Parties of such Lender's or Agent's intention to claim compensation therefor in accordance with Section 4.05(c); provided further that, if the circumstances giving rise to such claim have a retroactive effect, then such six-month period shall be extended to include the period of such retroactive effect.

(e) If any Lender or Agent requests compensation or if any Borrower is required to pay any additional amount to any Lender or Agent or if any Borrower is required to pay any additional interest or other amount to any Lender or Agent hereunder, then such Lender or Agent shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender or Agent such designation or assignment (i) would eliminate or reduce amounts payable hereunder in the future, (ii) would not subject such Lender or Agent to any unreimbursed cost or expense, and (iii) would not otherwise be materially disadvantageous to such Lender or Agent.

Section 4.06 Joint and Several Liability of the Borrowers. (a) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, each of the Borrowers hereby accepts joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Agents and the Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each of the Borrowers and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations. Each of the Borrowers, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including, without limitation, any Obligations arising under this Section 4.06), it being the intention of the parties hereto that all of the Obligations shall be the joint and several obligations of each of the Borrowers without preferences or distinction among them. If and to the extent that any of the Borrowers shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event, the other Borrowers will make such payment with respect to, or perform, such Obligation. Subject to the terms and conditions hereof, the Obligations of each of the Borrowers under the provisions of this Section 4.06 constitute the absolute and unconditional, full recourse Obligations of each of the Borrowers, enforceable against each such Person to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of this Agreement, the other Loan Documents or any other circumstances whatsoever.

(b) The provisions of this Section 4.06 are made for the benefit of the Agents, the Lenders and their successors and assigns, and may be enforced by them from time to time against any or all of the Borrowers as often as occasion therefor may arise and without requirement on the part of the Agents, the Lenders or such successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any of the other Borrowers or to exhaust any remedies available to it or them against any of the other Borrowers or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 4.06 shall remain in effect until all of the Obligations (other than unasserted contingent indemnification Obligations) shall have been paid in full or otherwise fully satisfied.

(c) Each of the Borrowers hereby agrees that it will not enforce any of its rights of contribution or subrogation against the other Borrowers with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to the Agents or the Lenders with respect to any of the Obligations or any Collateral, until such time as all of the Obligations (other than unasserted contingent indemnification Obligations) have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to the Agents or the Lenders hereunder or under any other Loan Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations (other than unasserted contingent indemnification Obligations).

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Effective Date when each of the following conditions precedent shall have been satisfied (or waived) in a manner reasonably satisfactory to the Agents and the Lenders:

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before the date of this Agreement all fees, costs, expenses and taxes then due and payable pursuant to Section 2.06 and Section 12.04 to the extent invoiced at least two (2) Business Days prior to the Effective Date.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in ARTICLE VI and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant hereto or thereto on or prior to the date hereof are true and correct in all material respects (except that such materiality qualifier shall not be applicable to representations and warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date in which case such representations and warranties shall have been true and correct on such earlier date, and (ii) no Event of Default shall have occurred and be continuing on the Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(c) Legality. The making of the initial Loans shall not contravene any law, rule or regulation applicable to any Lender.

(d) Delivery of Documents. The Administrative Agent and (other than in the case of clause (v)) the Lenders shall have received on or before the Effective Date the following, each in form and substance reasonably satisfactory to the Lenders and, unless indicated otherwise, dated the Effective Date:

(i) this Agreement, duly executed by the parties hereto;

(ii) the Intercompany Subordination Agreement, duly executed by each of the parties thereto; parties thereto; Administrative Borrower;

(iii) the Flow of Funds Agreement, duly executed by each of the

(iv) the Perfection Certificate, duly executed by the

(v) the Agent Fee Letter, duly executed by the Borrowers;

(vi) a Security Agreement, duly executed by each Loan Party, together with the original stock certificates representing all of the common stock of such Loan Party's subsidiaries required to be pledged thereunder and all intercompany promissory notes of such Loan Parties required to be pledged thereunder, accompanied by undated stock powers executed in blank and other proper instruments of transfer;

(vii) results of Lien searches, listing all effective financing statements which name as debtor any Loan Party and which are filed in the offices referred to in the Perfection Certificate, together with copies of such financing statements, none of which, except as otherwise agreed in writing by the Required Lenders and Permitted Liens, shall cover any of the Collateral and the results of searches for any tax Lien and judgment Lien filed against such Person or its property, which results, except as otherwise agreed to in writing by the Required Lenders and Permitted Liens, shall not show any such Liens;

(viii) a copy of the resolutions of each Loan Party, certified as of the Effective Date by an Authorized Officer thereof, authorizing (A) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (B) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith;

(ix) a certificate of an Authorized Officer of each Loan Party, certifying the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers;

(x) a certificate of the appropriate official(s) of the jurisdiction of organization of each Loan Party certifying as of a recent date not more than 30 days prior to the Effective Date as to the good standing of such Loan Party, in such jurisdiction, except, in each case, where the failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect of the Loan Parties, taken as a whole;

(xi) a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document of each Loan Party certified as of a recent date not more than 30 days prior to the Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction;

(xii) a copy of the Governing Documents of each Loan Party, together with all amendments thereto, certified as of the Effective Date by an Authorized Officer of such Loan Party;

(xiii) an opinion of (A) Davis Polk & Wardwell LLP, special New York counsel to the Loan Parties, (B) Roetzel & Andress, local counsel with respect to the Loan Parties organized in Ohio, and (C) Morris, Nichols, Arsht & Tunnell LLP, local counsel with respect to the Loan Parties organized in Delaware, in each case, as to such customary matters as the Required Lenders may reasonably request;

(xiv) a certificate of an Authorized Officer of each Loan Party, certifying as to the matters set forth in subsection(b) and (g) of this Section 5.01;

(xv) a copy of the Financial Statements;

(xvi) a certificate of the chief financial officer of the Administrative Borrower, certifying on behalf of the Loan Parties, as to the solvency of the Loan Parties (on a consolidated basis), which certificate shall be reasonably satisfactory in form and substance to the Required Lenders; and

(xvii) evidence of the insurance coverage required by Section 7.01(h) and the terms of each Security Agreement and such other insurance coverage with respect to the business and operations of the Loan Parties as the Required Lenders may reasonably request, in each case, where requested by the Required Lenders, together with evidence of the payment of all premiums due in respect thereof for such period as the Required Lenders may reasonably request.

(xviii) concurrently with the making of the initial Loans, evidence of the payment in full of all Indebtedness under the Existing Credit Facility, together with (A) a termination and release agreement with respect to the Existing Credit Facility and all related documents, duly executed by the Loan Parties, the Existing Agent and the Existing Lenders, (B) a satisfaction of mortgage for each mortgage filed by the Existing Agent and/or the Existing Lenders on each applicable Facility, (C) a termination of security interest in intellectual property for each assignment for security recorded by the Existing Agent and/or the Existing Lenders at the United States Patent and Trademark Office or the United States Copyright Office and covering any intellectual property of the Loan Parties, that constitutes Collateral and (D) UCC-3 termination statements for all UCC-1 financing statements authorized to be filed by the Existing Agent and the Existing Lenders and covering any portion of the Collateral;

(e) [Reserved].

(f) [Reserved].

(g) Leverage Ratio. After giving effect to the Transactions, the aggregate outstanding amount of the Loans shall be no greater than 12.95x Consolidated EBITDA (calculated for the trailing four quarter period ended December 31, 2020).

Without limiting the generality of the provisions of Article X, for purposes of determining compliance with the conditions specified in this Section 5.01, each Lender as of the Effective Date shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the Effective Date specifying its objection thereto.

Section 5.02 Conditions Precedent to All Loans . The obligation of any Lender to make any Loan after the Effective Date is subject to the fulfillment of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrowers shall have paid all fees, costs, expenses and taxes then payable by the Borrowers pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.06 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Administrative Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrowers' acceptance of the proceeds of such Loan, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan: (i) the representations and warranties contained in ARTICLE VI and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant hereto or thereto on or prior to the date of such Loan are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date in which case such representation or warranty shall be true and correct on and as of such earlier date in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date, (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made on such date and (iii) the conditions set forth in this Section 5.02 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to any Agent or any Lender.

(d) Notices. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02.

(e) [Reserved].

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders, so long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly formed or organized, as applicable, validly existing and in good standing (to the extent applicable) under the laws of the state or jurisdiction of its formation or organization, as applicable, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrowers, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the Transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except, with respect to this clause (iii), where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties other than any such Lien that constitutes a Permitted Lien, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties except, in the case of clauses (ii)(B), (ii)(C) and (iv), as could not reasonably be expected to have a Material Adverse Effect.

(c) Governmental and Shareholder Approvals. No authorization or approval or other action by, and no notice to or filing with any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it will be party or the consummation of the Transactions contemplated by the Loan Documents, except for (x) those which have been provided or obtained on or prior to the Effective Date, (y) filings relating to the granting of Liens to, or the enforcement of rights by, the Lenders and Agents and (z) those notices of filings with any Governmental Authority, which if not obtained or made would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Loan Parties, taken as a whole.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(e) Capitalization; Subsidiaries. Schedule 6.01(e) is a complete and correct description, as of the Effective Date, of the name, jurisdiction of organization and ownership of the outstanding Equity Interests of the Parent and each Subsidiary of the Parent in existence as of the Effective Date. All of the issued and outstanding shares of Equity Interests of the Parent and its Subsidiaries have been validly issued and are fully paid and nonassessable. Except as indicated on such schedule, as of the Effective Date, all such Equity Interests of each Subsidiary of the Parent are owned by the Parent or one or more of its wholly-owned Subsidiaries, free and clear of all Liens other than Liens in favor of the Collateral Agent and Permitted Liens. Except as set forth on Schedule 6.01(e), as of the Effective Date, there are no outstanding debt or equity securities of the Parent or any of its Subsidiaries and no outstanding obligations of the Parent or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights (other than stock options granted to employees or directors and director's qualifying shares or similar nominal share to the extent required under applicable legal requirements) for the purchase or acquisition from the Parent or any of its Subsidiaries, or other obligations of any Subsidiary to issue, directly or indirectly, any shares of Equity Interests of any Subsidiary of the Parent.

(f) Litigation; Commercial Tort Claims. Except as set forth on Schedule 6.01(f), (i) there is no pending or, to the knowledge of any Loan Party, threatened (in writing) action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (A) could reasonably be expected to result in an adverse determination, and if so adversely determined, could reasonably be expected to have a Material Adverse Effect or (B) seeks to enjoin any transaction contemplated hereby or by any Loan Document and (ii) as of the Effective Date, none of the Loan Parties holds any commercial tort claims in respect of which a claim in excess of $500,000 has been filed in a court of law or a written notice by an attorney has been given to a potential defendant.

(g) Financial Condition. The Financial Statements, copies of which have been delivered to each Lender, present fairly, in all material respects, the consolidated financial position, results of operations and cash flows of Parent and its Subsidiaries for the respective periods or as of the respective dates set forth therein in accordance with GAAP, applied on a consistent basis during the periods presented, except as otherwise noted therein (subject, in the case of the unaudited consolidated balance sheet and the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows, to normal, recurring year-end adjustments and the absence of footnotes). Since December 31, 2019, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries (excluding Immaterial Subsidiaries) is in violation of (i) any of its Governing Documents or (ii) any domestic or, to the best of its knowledge, any foreign Requirement of Law to the extent that any such violation could reasonably be expected to result in a Material Adverse Effect, and, as of the Effective Date, no material default or event of default has occurred and is continuing thereunder.

(i) ERISA. Except as set forth on Schedule 6.01(i) and except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (i) each Benefit Plan is in compliance with ERISA and the Internal Revenue Code, and all other applicable laws and regulations (ii) no Termination Event has occurred or, to the knowledge of the Loan Parties, is reasonably expected to occur, (iii) the most recent annual report (Form 5500 Series) with respect to each Benefit Plan, including any required Schedule B (Actuarial Information) thereto, copies of which have been filed with the Internal Revenue Service, is complete and correct in all material respects and fairly presents the funding status of such Benefit Plan, and since the date of such report there has been no material adverse change in such funding status of such Benefit Plan, and (iv) no Employee Plan had an accumulated or waived funding deficiency. No Lien imposed under the Internal Revenue Code or ERISA exists or, to the knowledge of the Loan Parties, is likely to arise on account of any Employee Plan. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (a) no Loan Party or any of its ERISA Affiliates has incurred any withdrawal liability under ERISA with respect to any Multiemployer Plan, or is aware of any facts indicating that it or any of its ERISA Affiliates may in the future incur any such withdrawal liability, (b) no Loan Party has engaged in a nonexempt prohibited transaction described in Section 406 of ERISA or Section 4975 of the Internal Revenue Code and (c) no Loan Party or any ERISA Affiliate has (i) failed to pay any required installment or other payment required under Section 412 of the Internal Revenue Code on or before the due date for such required installment or payment, (ii) engaged in a transaction within the meaning of Section 4069 of ERISA or (iii) incurred any liability to the PBGC that remains outstanding other than the payment of premiums, and there are no premium payments that have become due that are unpaid. Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, there are no pending or, to the best knowledge of any Loan Party, threatened claims, actions, proceedings or lawsuits (other than claims for benefits in the normal course) asserted or instituted against (i) any Benefit Plan or its assets or (ii) any Loan Party with respect to any Benefit Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or coverage after a participant's termination of employment, except any such plans for which the Loan Parties do not incur any material costs or expenses.

(j) Taxes, Etc. All Federal and material state and local income and other material tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been filed, or extensions have been obtained, and all material taxes, assessments and other governmental charges imposed upon any Loan Party or any property of any Loan Party in an aggregate amount for all such taxes, assessments and other governmental charges exceeding $250,000 and which have become due and payable on or prior to the date hereof have been paid, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the applicable requirements of Regulation T, U and X.

(l) Nature of Business. No Loan Party is engaged in any business other than as set forth on Schedule 6.01(l).

(m) Adverse Agreements, Etc. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which has, or in the future could reasonably be expected to have, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance with all permits, licenses, authorizations, approvals, entitlements and accreditations required for such Person lawfully to own, lease, manage or operate, or to acquire, each business currently owned, leased, managed or operated, or to be acquired, by such Person, except as could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, and there is no claim that any thereof is not in full force and effect, except as could not reasonably be expected to have a Material Adverse Effect.

(o) Properties. (i) Each Loan Party has good and marketable title to, valid leasehold interests in (other than the Leases), or valid licenses to use, all tangible property and assets material to its business, free and clear of all Liens, except Permitted Liens and, solely as to leasehold interests (other than the Leases), except to the extent the failure to have such valid leasehold interests could not reasonably be expected to have a Material Adverse Effect. All such properties and assets are in good working order and condition, ordinary wear and tear and casualty (to the extent fully covered by insurance subject to a deductible) and condemnation excepted.

(ii) Schedule 6.01(o) sets forth a complete and accurate list, as of the Effective Date, of the location, by state and street address, of all real property owned or leased by each Loan Party and identifies the interest (fee or leasehold) of such Loan Party therein and whether such real property is a "Facility". As of the Effective Date, each Loan Party has valid leasehold interests in the Leases described on Schedule 6.01(o) to which it is a party, except to the extent the failure to have such valid leasehold interests could not reasonably be expected to have a Material Adverse Effect. Each such Lease is (x) valid and enforceable in accordance with its terms in all material respects and is in full force and effect (except to the extent such Lease has terminated in accordance with its terms), except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and (y) no consent or approval of any landlord or other third party in connection with any such Lease is necessary for any Loan Party to enter into and execute the Loan Documents to which it is a party, except as set forth on Schedule 6.01(o). To the knowledge of any Loan Party, as of the Effective Date, no Loan Party has at any time delivered or received any notice of material default which remains uncured under any such Lease and, as of the Effective Date, no event has occurred which, with the giving of notice or the passage of time or both, would constitute a material default under any such Lease, except to the extent such event could not reasonably be expected to result in a Material Adverse Effect.

(p) Full Disclosure. Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that could reasonably be expected to result in a Material Adverse Effect. None of the other reports, financial statements, certificates or other written information (other than Projections) furnished by or on behalf of any Loan Party to the Agents in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), as of the date prepared, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not materially misleading. The Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections was furnished to the Lenders, and the Loan Parties are not aware of any facts or information that would lead them to believe that such Projections were incorrect or misleading in any material respect as of the Effective Date; it being understood that (1) projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (2) actual results may differ materially from the projections and such variations may be material and (3) the projections are not a guarantee of performance.

(q) Franchise Agreements.

(i) Schedule 6.01(q) sets forth, as of December 31, 2020, (A) a complete and accurate list of all material Franchise Agreements currently in effect, (B) a complete and accurate list of each of the Loan Parties' (or their predecessor franchisor's) standard forms of Franchise Agreements currently in effect, including the year or years during which the applicable Loan Party (or its predecessor) used such form of Franchise Agreement for the 6 months prior to the Effective Date, and (C) a list of all material Franchisees of the Parent or its Subsidiaries currently operating under a Franchise Agreement, together with telephone numbers and addresses.

(ii) As of the Effective Date, except as set forth on Schedule 6.01(q), each material Franchise Agreement is in full force and effect and constitutes a valid and binding obligation of the applicable Loan Party and, to the knowledge of such Loan Party, the other party thereto, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws. No Loan Party is in material breach or default thereunder, and, to the knowledge of the Loan Parties, no event has occurred and no condition or state of facts exists which, with the passage of time or the giving of notice or both, would constitute such a default or breach by the applicable Loan Party thereunder. Except as set forth on Schedule 6.01(q), there is no term, obligation, understanding or agreement that would modify any material term of a material Franchise Agreement or any right or obligation of a party thereunder which is not reflected on the face of such Franchise Agreement (including without limitation any offers or promises with respect to any future or contingent subsidies, rebates, discounts, advances or allowances to or for the benefit of any or all Franchisees).

(iii) As of the Effective Date, the Loan Parties' franchise disclosure documents and/or Franchise Disclosure Documents previously in effect and, to the extent applicable, currently in effect, if any: (A) materially comply and have materially complied with all applicable United States Federal Trade Commission ("FTC") franchise disclosure rules and state franchise and business opportunity sales laws in effect at such time; (B) have been timely amended to reflect any material changes or developments in the Loan Parties' franchise system, agreements, operations, financial condition, litigation matters, or other matters requiring disclosure under any applicable law; and (C) include all material documents (including audited financial statements for the applicable Person) required by any applicable law to be provided to prospective franchisees. After the Effective Date, all of the Franchises granted under the Franchise Agreements entered into after the Effective Date have been sold in material compliance with applicable law, including franchise disclosure and registration requirements. Each of the Loan Parties and their Subsidiaries are and have been in material compliance with all applicable laws relating to franchise matters.

(iv) A list of each of the Loan Parties' material Franchise Disclosure Documents for its currently offered form or forms of Franchise Agreement is set forth on Schedule 6.01(q). The Loan Parties have provided the Agents and/or the Lenders with true and complete copies of each material Franchise Disclosure Document for its currently offered form or forms of Franchise Agreement set forth on Schedule 6.01(q). As of the Effective Date, except as set forth on Schedule 6.01(q), the Loan Parties have not received any currently effective written notice of any threatened administrative, criminal or civil action against it or any persons disclosed in any of the Loan Parties' applicable Franchise Disclosure Document for its Franchise Agreements, where such threatened administrative, criminal and/or civil action alleges a violation of a franchise law, antitrust law, securities law, fraud, unfair or deceptive practices, or comparable allegations, as well as actions other than ordinary routine litigation incidental to the Loan Parties' business that are material in the context of the number of Loan Parties' Franchisees and the size, nature, or financial condition of the franchise system or the Loan Parties' business operations.

(v) As of the Effective Date, except as set forth on Schedule 6.01(q), each Loan Party has maintained an accurate accounting in all material respects with respect to any advertising funds required to be paid by any Franchisee or an advertising fund for use in connection with national or regional advertising for which it maintains accounts. All collections with respect to such advertising funds and advertising cooperatives have been collected in accordance with the terms and conditions of each Franchise Agreement, except to the extent where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The Loan Parties have properly accounted for all payments made by each Franchisee with respect to any advertising fund or advertising cooperative, except to the extent where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. No Loan Party is aware of any allegations that any of the expenditures from any advertising fund or advertising cooperative have been improperly collected, accounted for, maintained, used or applied that could reasonably be expected to result in a Material Adverse Effect.

(r) Environmental Matters. Except as set forth on Schedule 6.01(r), (i) the operations of each Loan Party are in compliance with all Environmental Laws in all material respects; (ii) there has been no Release at any of the properties owned or operated by any Loan Party or a predecessor in interest, or, to the knowledge of the Loan Parties, at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party or any predecessor in interest which in either case could reasonably be expected to have a Material Adverse Effect; (iii) no Environmental Action has been asserted against any Loan Party or any predecessor in interest nor does any Loan Party have knowledge or notice of any threatened or pending Environmental Action against any Loan Party or any predecessor in interest which in either case could reasonably be expected to have a Material Adverse Effect; (iv) to the knowledge of the Loan Parties, no Environmental Actions have been asserted against any facilities that may have received Hazardous Materials generated by any Loan Party or any predecessor in interest which could reasonably be expected to have a Material Adverse Effect; (vi) no Loan Party has failed to report to the proper Governmental Authority any Release which is required to be so reported by any Environmental Laws which could reasonably be expected to have a Material Adverse Effect; (vii) each Loan Party holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of the business carried on by it, except for such licenses, permits and approvals as to which a Loan Party's failure to maintain or comply with could not reasonably be expected to have a Material Adverse Effect; and (viii) no Loan Party has received any notification from any Governmental Authority pursuant to any Environmental Laws that (A) any work, repairs, construction or Capital Expenditures are required to be made in respect as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto or (B) any license, permit or approval referred to above is about to be reviewed, made subject to limitations or conditions, revoked, withdrawn or terminated, in each case, except as could not reasonably be expected to have a Material Adverse Effect. (s) Insurance. Each Loan Party keeps its property adequately insured and maintains (i) insurance to such extent and against such risks, including fire, as is customary with companies in the same or similar businesses, (ii) workmen's compensation insurance in the amount required by applicable law, (iii) public liability insurance in the amount customary with companies in the same or similar business against claims for personal injury or death on properties owned, occupied or controlled by it, and (iv) such other insurance as may be required by law. Schedule 6.01(s) sets forth a list of all insurance maintained by each Loan Party on the Effective Date.

(t) Use of Proceeds. The proceeds of the Loans shall be used (i) to pay in full the Existing Credit Facility, (ii) to pay fees and expenses in connection with the Transactions contemplated hereby and the Loan Documents and (iii) fund working capital or other corporate purposes of the Loan Parties and their Subsidiaries, except as prohibited hereunder.

(u) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, the Loan Parties on a consolidated basis are Solvent on the Effective Date and, to the actual knowledge of any Authorized Officer (without duty to investigate beyond known facts), upon the making of any Loan after the Effective Date.

(v) Location of Bank Accounts. Schedule 6.01(v) sets forth a complete and accurate list as of the Effective Date of all deposit, checking and other bank accounts, all securities and other accounts maintained with any broker dealer and all other similar accounts maintained by each Loan Party, together with a description thereof (i.e., the bank or broker dealer at which such deposit or other account is maintained and the account number and the purpose thereof).

(w) Intellectual Property. Except as set forth on Schedule 6.01(w), each Loan Party owns or licenses or otherwise has the right to use all intellectual property that are necessary for and material to the conduct of its business as currently conducted, including the following: inventions, patents, patent applications, registered and unregistered trademarks, service marks and trade names, registered and unregistered copyrights, including software and other works of authorship, trade secrets and other intellectual property rights. Set forth on Schedule 6.01(w) is a list as of the Effective Date of all material issued United States patents, United States patent applications, registered United States trademarks or service marks, United States trademark or service mark applications, and United States copyright registrations of each Loan Party and all material exclusive copyright licenses for United States copyright registrations granted to such Loan Party, in each instance, that constitute Collateral. To the knowledge of any Loan Party, no Loan Party infringes upon or violates any intellectual property rights owned by any other Person except if such Loan Party could not, as a result of such infringement or violation, reasonably be expected to suffer a Material Adverse Effect, and no claim or litigation is pending or, to the knowledge of any Loan Party, threatened in writing concerning any claim or allegation that a Loan Party has infringed upon or violated any intellectual property rights owned by any other Person, except for such claims and litigation, which could not reasonably be expected to have a Material Adverse Effect.

(x) Material Contracts. Set forth on Schedule 6.01(x) is a complete and accurate list as of the Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and (ii) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto, except to the extent that any such default could not reasonably be expected to result in a Material Adverse Effect.

(y) Investment Company Act. None of the Loan Parties is required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(z) Employee and Labor Matters. There is (i) no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened (in writing) against any Loan Party before any Governmental Authority and no grievance or arbitration proceeding pending or threatened (in writing) against any Loan Party that arises out of or under any collective bargaining agreement, in each case that could reasonably be expected to result in a Material Adverse Effect or (ii) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or, to the knowledge of any Loan Party, threatened (in writing) against any Loan Party that could reasonably be expected to result in a Material Adverse Effect. No Loan Party has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law that remains unpaid or unsatisfied. The hours worked and payments made to employees of any Loan Party have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent that such violations could not reasonably be expected to result in a Material Adverse Effect. All material payments due from any Loan Party on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(aa) Customers and Suppliers. There exists no actual or, to the knowledge of any Loan Party, threatened (in writing) termination, cancellation or limitation of, or modification to or change in, the business relationship between (i) any Loan Party, on the one hand, and any customer or any group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any supplier or any group thereof, on the other hand, in either case with respect to clauses (i) and (ii), which could reasonably be expected to have a Material Adverse Effect.

(bb) [Intentionally Omitted]. (cc) [Intentionally Omitted].

(dd) Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN. Schedule 6.01(dd) sets forth a complete and accurate list as of the Effective Date of (i) the exact legal name of each Loan Party, (ii) the jurisdiction of organization of each Loan Party, (iii) the organizational identification number of each Loan Party (or indicates that such Loan Party has no organizational identification number), (iv) each material place of business of each Loan Party, (v) the chief executive office of each Loan Party and (vi) the federal employer identification number of each Loan Party.

(ee) Locations of Collateral. There is no location at which any Loan Party has any Collateral (except for Inventory in transit, assets at any location having a value not exceeding $500,000 in the aggregate, equipment out for repair or in use by employees in the ordinary course of business consistent with past practice and Collateral in the possession of the Collateral Agent) other than (i) those locations listed on Schedule 6.01(ee) and (ii) any other locations in the United States for which such Loan Party has provided notice to the Agents in accordance with Section 7.01(l) and, if necessary, use commercially reasonable efforts to obtain a written subordination or waiver or collateral access agreement in accordance with and to the extent required by Section 7.01(m).

(ff) Security Interests. Each Security Agreement creates in favor of the Collateral Agent, for the benefit of the Agents and the Lenders, a legal, valid and enforceable (subject to bankruptcy and creditors' rights generally) security interest in the Collateral secured thereby. Upon the filing of the UCC-1 financing statements described in Section 5.01(d) and the recording of the Collateral Assignments for Security referred to in each Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, such security interests in and Liens on the Collateral granted thereby which may be perfected by such filing shall be perfected, first priority security interests (subject to Permitted Liens), to the extent that such security interest can be perfected by such filings and recordings, and no further recordings or filings are or will be required in connection with the creation, perfection or enforcement of such security interests and Liens, other than (i) the filing of continuation statements in accordance with applicable law and (ii) the recording of the Collateral Assignments for Security pursuant to each Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, with respect to after-acquired U.S. patent and trademark applications and registrations and U.S. copyright registrations and after-granted exclusive copyright licenses to U.S. copyright registrations.

(gg) [Intentionally Omitted]. (hh) [Intentionally Omitted].

(ii) Anti-Money Laundering and Anti-Terrorism Laws.

(i) The Loan Parties and Subsidiaries, and to the best knowledge of any Loan Party, any controlled Affiliates of any of the Loan Parties, are and for the past six years have been in compliance in all material respects with Anti-Money Laundering and Anti-Terrorism Laws.

(ii) None of the Loan Parties, nor any Subsidiary, nor, to the best knowledge of any Loan Party, any controlled Affiliate of any of the Loan Parties, nor any officer or director of any of the Loan Parties, nor any of the Loan Parties' respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, is a Sanctioned Person.

(jj) Anti-Bribery and Anti-Corruption Laws.

(i) The Loan Parties and Subsidiaries, and any controlled Affiliates of any of the Loan Parties, are and for the past five years have been in compliance in all material respects with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and the anti-bribery and anti-corruption laws of those jurisdictions in which they do business (collectively, the "Anti-Corruption Laws").

(ii) To the best knowledge of any Loan Party, except to the extent otherwise disclosed in writing to the Lenders prior to the Effective Date, there are, and in the past five years have been, no allegations, pending or open investigations or pending inquiries, in each case of a Governmental Authority with regard to a potential violation of any Anti- Corruption Law by any of the Loan Parties and Subsidiaries and controlled Affiliates, or any of their respective current or former directors, officers, employees, principal shareholders or owners, or agents.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent, who shall then furnish such information to each Lender:

(i) as soon as available, and in any event within forty-five (45) days after the end of each fiscal quarter of the Parent and its Subsidiaries, commencing with the first fiscal quarter of the Parent and its Subsidiaries ending after the Effective Date, internally prepared consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows as at the end of such fiscal quarter in each case in the form prepared by the Administrative Borrower as of the Effective Date, or otherwise in form reasonably satisfactory to the Required Lenders, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal quarter, all in reasonable detail and certified by an Authorized Officer of the Parent as fairly presenting, in all material respects, the financial position of the Parent and its Subsidiaries on a consolidated basis as at the end of such fiscal quarter and the results of operations, retained earnings and cash flows of the Parent and its Subsidiaries for such fiscal quarter, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments;

(ii) as soon as available, and in any event within one hundred and twenty (120) days after the end of each Fiscal Year of the Parent and its Subsidiaries, consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows of the Parent and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally accepted auditing standards, of independent certified public accountants of recognized standing selected by the Parent and reasonably satisfactory to the Required Lenders (which opinion shall be without (A) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of the Parent or any of its Subsidiaries to continue as a going concern (other than as a result of (x) the maturity date of any Indebtedness occurring

within 12 months of the date of such audit and (y) any anticipated breach of any financial covenant contained in this Agreement), (B) any qualification or exception as to the scope of such audit, or (C) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 7.03);

(iii) as soon as available, and in any event within thirty (30) days after the end of each calendar month of the Parent and its Subsidiaries, commencing with the first calendar month of the Parent and its Subsidiaries ending after the Effective Date, internally prepared consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows as at the end of such fiscal month for the Parent and its Subsidiaries in each case in the form prepared by the Borrower as of the Effective Date, or otherwise in form reasonably satisfactory to the Required Lenders, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, all in reasonable detail and certified by an Authorized Officer of the Parent as fairly presenting, in all material respects, the financial position of the Parent and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of the Parent and its Subsidiaries for such fiscal month, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments;

(iv) simultaneously with the delivery of the financial statements of the Parent and its Subsidiaries required by clauses (i) and (ii) of this Section 7.01(a), a certificate of an Authorized Officer of the Parent (a "Compliance Certificate") in substantially the form attached hereto as Exhibit E, (A) stating that such Authorized Officer has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of the Parent and its Subsidiaries during the period covered by such financial statements with a view to determining whether the Parent and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which the Parent and/or its Subsidiaries propose to take or have taken with respect thereto; and (B) attaching a schedule showing the calculation of the financial covenants specified in Section 7.03 for the applicable period;

(v) as soon as available and in any event concurrently with the delivery of the financial statements required by Section 7.01(a)(iii), sales reports, in form and detail substantially in the form attached hereto as Exhibit F, setting forth (A) the amount of same store sales per Franchised Location for such monthly period, (B) the number of Franchised Locations opened and Franchise Agreements executed for such monthly period, (C) the aggregate Franchise Collections of the Parent and its Subsidiaries for such monthly period (showing on separate lines each major category of such Franchise Collections) and (D) delinquent Franchise Collections in excess of 5% of all Franchise Collections (individually) more than 90 days past due;

(vi) [reserved];

(vii) as soon as available and in any event not later than 30 days after the end of each Fiscal Year, a certificate of an Authorized Officer of the Parent (A) attaching a projected annual budget for the Parent and its Subsidiaries which includes projected monthly balance sheets, profit and loss statements, income statements and statements of cash flows of the Parent and its Subsidiaries for the immediately succeeding Fiscal Year for the Parent and its Subsidiaries (the most recently-delivered such projections being referred to herein as the "Projections"), supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, in form reasonably satisfactory to the Required Lenders (it being agreed that Projections in substantially the form of the Projections delivered on or prior to the Effective Date are satisfactory to the Lenders), and (B) certifying that the representations and warranties set forth in this Section 7.01(a)(vii) are true and correct with respect to the Projections; provided, that after a public offering of any Equity Interests of the Parent or any parent company of the Parent or after any of the foregoing otherwise have securities outstanding that cause one or more of them to become subject to the reporting obligations of the Exchange Act, the parties hereto agree that all Projections delivered after such public offering and any other financial information marked as confidential so delivered shall be treated as material non-public information and shall be subject to the confidentiality terms set forth in Section 12.20, and the Agents and the Lenders acknowledge that trading in the securities of such entities while in possession of such Projections or other material non-public information could constitute a violation of the Exchange Act;

(viii) promptly after submission to any Governmental Authority, notice of such submission, and, upon request of any Agent, all material documents and material information furnished to such Governmental Authority, in each case in connection with any investigation of any Loan Party which, to the knowledge of such Loan Party, could reasonably be expected to result in a Material Adverse Effect;

(ix) as soon as reasonably practicable, and in any event within three (3) Business Days after an Authorized Officer of any Loan Party obtains knowledge of the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Administrative Borrower setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(x) (A) as soon as reasonably practicable and in any event within ten (10) days after any Loan Party or any ERISA Affiliate thereof knows or has reason to know that (1) any Reportable Event with respect to any Employee Plan has occurred, (2) any other Termination Event with respect to any Employee Plan or Multiemployer Plan has occurred or (3) an Employee Plan failing to satisfy the "minimum funding standard" within the meaning of Section 412 of the Code or Section 302 of ERISA, or an application has been made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard

(including any required installment payments) or an extension of any amortization period under Section 412 of the Internal Revenue Code or Section 302 or 303 of ERISA with respect to an Employee Plan, a statement of an Authorized Officer of the Administrative Borrower setting forth the details of such occurrence and the action, if any, that such Loan Party proposes to take with respect thereto, (B) promptly and in any event within three (3) days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from the PBGC, copies of each notice received by any Loan Party or any ERISA Affiliate thereof of the PBGC's intention to terminate any Employee Plan or to have a trustee appointed to administer any Employee Plan, (C) promptly and in any event within ten (10) days after the filing thereof with the Internal Revenue Service if requested by any Agent, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to each Employee Plan, (D) promptly and in any event within ten (10) days after any Loan Party or any ERISA Affiliate thereof knows or has reason to know that a required installment within the meaning of Section 412 of the Internal Revenue Code has not been made when due with respect to an Employee Plan and (E) promptly and in any event within three (3) days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from a sponsor of a Multiemployer Plan or from the PBGC, a copy of each notice received by any Loan Party or any ERISA Affiliate thereof concerning the imposition or amount of withdrawal liability under Section 4202 of ERISA or indicating that such Multiemployer Plan is in "endangered" or "critical" status under Section 305 of ERISA or has been declared "insolvent" within the meaning of Section 4245 of ERISA, in each case of (A), (B), (D) and (E) above, except as could not reasonably be expected to result in material liability for any Loan Party;

(xi) promptly after the commencement thereof but in any event not later than ten (10) Business Days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of the commencement of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator which could reasonably be expected to have a Material Adverse Effect;

(xii) promptly, and in any event within five (5) Business Days after any Authorized Officer of Parent or its Subsidiaries obtains knowledge thereof, notice of

(a) the early termination of any Material Contract or any material portion thereof, (b) receipt by any Parent or any of its Subsidiaries of a written notice of default under any Material Contract,

(c) any material amendment, supplement or other modification to any Material Contract (together with a copy thereof), and (d) any notice or other material correspondence relating to a dispute or audit threatened or initiated under any Material Contract, in each case under this subclause (d), that could reasonably be expected to have a Material Adverse Effect, and such information as the Administrative Agent may reasonably request regarding such dispute or audit and the resolution thereof;

(xiii) as soon as reasonably practicable and in any event within five (5) Business Days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party (other than with respect to a Disposition to another Loan Party);

(xiv) promptly upon receipt thereof, copies of all financial reports (including, without limitation, final management letters), if any, submitted to any Loan Party by its auditors in connection with any final annual audit of the books thereof;

(xv) concurrently with the delivery of financial statements required by Section 7.01(a)(iii), a detailed summary of Investments made by the Loan Parties pursuant to Sections 7.02(e)(xx) and 7.02(e)(xxi), including without limitation, summaries of originated and outstanding loans to franchisees, past due loans to franchisees, Studio Support (broken out by individual franchisee), and acquired franchisee locations, and otherwise in form and substance satisfactory to the Required Lenders; and

(xvi) promptly upon reasonable request, such other information (other than information subject to confidentiality obligations with a third party or attorney client privilege or the sharing of which information is prohibited by applicable law, in which case, to the extent reasonably practical to provide the same, redacted summaries of such information shall be provided) concerning the condition or operations, financial or otherwise (including a listing of Accounts Receivable and accounts payable that reflects the amount and aging thereof), of any Loan Party as any Agent (or any Lender through the Administrative Agent) may from time to time may reasonably request.

(xvii) Parent hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of Parent hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on the Platform and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to Parent or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. Parent hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (x) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (y) by marking Borrower Materials "PUBLIC," Parent shall be deemed to have authorized the Administrative Agents and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to Parent or its Affiliates or any of their respective securities for purposes of United States Federal and state securities laws (provided, however, all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." For the avoidance of doubt, each Lender, and their respective personnel, may, in their sole discretion, elect to view only the Borrower Materials marked as "PUBLIC".

(xviii) the Borrowers will, within 10 Business Days (or, if after using commercially reasonable efforts to schedule such call, at such later date as agreed to by the Required Lenders) after the date of the delivery of the financial statements pursuant to Section 7.01(a)(i) above, hold a conference call or teleconference, at a time selected by the Borrowers and reasonably acceptable to the Required Lenders, to review the financial results of the previous fiscal quarter of the Borrowers.

Notwithstanding the foregoing or anything else contained herein or in the other Loan Documents, to the extent any materials and/or documents required to be delivered pursuant to Sections 7.01(a)(i) or (ii) are included in materials and/or documents otherwise publicly filed with the SEC, there shall be no further delivery requirement under Sections 7.01(a)(i) or (ii) and any such materials and/or documents shall be deemed to be delivered on the earliest of (i) the date on which the Borrower posts such materials and/or documents and provides a link thereto on Borrower's website on the Internet or (ii) on which date such materials and/or documents are posted on the Borrower's behalf on an Internet or internet website, if any, to which, each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

(b) Additional Guaranties and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party (other than an Excluded Subsidiary) not in existence on the Effective Date (a "New Subsidiary"), to execute and deliver to the Administrative Agent promptly and in any event within forty-five (45) days after the formation, acquisition or change in status thereof (except with respect to clause (C) below, which the Loan Parties shall have sixty (60) days to comply with, provided that the Loan Parties shall deliver the items required by clause (C) below in accordance with Section 7.01(o)),

(A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or a Guarantor,

(B) a supplement to the Security Agreement, together with (1) certificates (if any) evidencing all of the Equity Interests of such Domestic Subsidiaries owned by such New Subsidiary, (2) undated stock powers executed in blank and (3) such opinions of counsel and such approving certificate of such Subsidiaries as the Administrative Agent or the Required Lenders may reasonably request in respect of complying with any legend on any such certificate or any other matter relating to such shares,

(C) if such New Subsidiary has a fee interest in any real property that would constitute After Acquired Property with a Current Value in excess of $500,000 if it were acquired by a Loan Party, if requested by the Administrative Agent or the Required Lenders, one or more Mortgages creating on such real property a perfected, first priority Lien on such real property, a Title Insurance Policy covering such real property, a current ALTA survey thereof and a surveyor's certificate, each in form and substance reasonably satisfactory to the Required Lenders, together with such other agreements, instruments and documents as the Collateral Agent or the Required Lenders may require under Section 7.01(o),

(D) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent or the Required Lenders in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement or Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets (other than Excluded Assets (as defined in the Security Agreement)) of such New Subsidiary shall become Collateral for the Obligations; and

(ii) each Loan Party that is an owner of the Equity Interests of any such New Subsidiary to execute and deliver promptly and in any event within fifteen (15) Business Days after the formation or acquisition of such New Subsidiary a Pledge Amendment (as defined in the Security Agreement), together with (A) certificates (if any) evidencing all of the Equity Interests of such Subsidiary, (B) undated stock powers or other appropriate instruments of assignment executed in blank, (C) such opinions of counsel and such approving certificate of such New Subsidiary as the Collateral Agent or the Required Lenders may reasonably request in respect of complying with any legend on any such certificate or any other matter relating to such shares and (D) such other agreements, instruments, approvals, legal opinions, or other documents reasonably requested by the Collateral Agent.

Notwithstanding anything to the contrary in the Loan Documents, in no event shall (a) any Excluded Subsidiary be required to become a Borrower or Guarantor or (b) any Loan Party be required to pledge (i) any Equity Interests of any Immaterial Subsidiary or (ii) more than 65% of the voting (and 100% of the non-voting) Equity Interests of any Foreign Subsidiary, in each case, so long as such Subsidiary remains an "Immaterial Subsidiary" or a "Foreign Subsidiary" as defined herein.

(c) Compliance with Laws, Etc. Comply, and cause each of its Subsidiaries to comply with all applicable Requirements of Law (including, without limitation, all Environmental Laws), judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing), except to the extent the failure to so comply could not reasonably be expected to have a Material Adverse Effect, such compliance to include, without limitation, (i) paying before the same become delinquent all material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any of its properties, other than any such taxes, assessments and governmental charges which are less than $250,000 or which are being contested in good faith by proper proceedings which stay the imposition of any penalty, fine or enforcement of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP and (ii) paying all material lawful claims which if unpaid might become a Lien or charge upon any of its properties, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Except as otherwise expressly permitted by this Agreement, do or cause to be done all things reasonably necessary to maintain and preserve, and cause each of its Subsidiaries (other than Immaterial Subsidiaries) to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent (which representative may be accompanied by one representative of the Lenders (taken as a whole), which representative shall be selected by the Required Lenders) at reasonable times and during normal business hours, and, so long as no Event of Default has occurred and is continuing, upon reasonable prior notice at the expense of the Borrowers, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals, Phase I Environmental Site Assessments or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives, provided, that so long as no Event of Default shall have occurred and be continuing, (x) the Loan Parties shall not be obligated to pay the fees, costs and expenses for more than one (1) such inspections of the Loan Parties conducted during each consecutive twelve (12) month period during the term of this Agreement unless the regulatory authorities to which any Lender reports requires more frequent inspections (not to exceed one (1) inspection each quarter) based upon the regulatory credit rating applicable to Borrowers and (y) the Administrative Borrower shall be given a reasonable opportunity to have a representative present at any such inspection (and if the Administrative Borrower so elects to have a representative present at such inspection, then such inspection shall be held at a time that is reasonably acceptable to both the Administrative Borrower and the Agents). The Borrowers agree to pay (i) $850 per day per examiner (not to exceed one (1) examiner and a period of three (3) Business Days so long as no Event of Default has occurred and is continuing) plus the examiner's reasonable and documented out-of-pocket costs and expenses incurred in connection with all such visits, audits, inspections, appraisals, valuations and field examinations and (ii) the reasonable and documented out-of-pocket cost of all visits, audits, inspections, appraisals, valuations and field examinations conducted by a third party on behalf of the Agents. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person with the agents and representatives of any Agent in accordance with this Section 7.01(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries (except for Immaterial Subsidiaries) to maintain and preserve, all of its material properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty and condemnation excepted, and comply, and cause each of its Subsidiaries (except for Immaterial Subsidiaries) to comply, at all times with the material provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent any such noncompliance could not reasonably be expected to result in a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, hazard and rent insurance) with respect to its properties (including all real properties leased or owned by it, and except, in the case of any leased real property, to the extent maintenance of insurance is the responsibility of any landlord under the lease with respect thereto) and business, in such amounts, subject to such deductibles and self-insurance retentions, and covering such risks as is required by any Governmental Authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Agents and the Lenders, as its interests may appear, under a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as the Agents or Required Lenders may reasonably require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies; provided, however, that (i) each Agent and Lender hereby agrees that the terms of the Loan Parties' insurance certificates (and not the endorsements) in effect on the Effective Date are satisfactory to each Agent and Lender and (ii) payments made under such policies with respect to the Collateral shall be subject to Section 2.05(c)(viii). All certificates of insurance are to be delivered to the Collateral Agent, with the lenders' loss payable and additional insured endorsement in favor of the Collateral Agent and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than thirty (30) days' prior written notice to the Agents of the exercise of any right of cancellation (ten (10) days' prior written notice in the case of non-payment). If any Loan Party or any of its Subsidiaries fails to maintain such insurance, any Agent may (but shall not be required), upon prior written notice to the Administrative Borrower, arrange for such insurance, but at the Borrowers' expense and without any responsibility on such Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations, in each case, which are necessary or useful in the proper conduct of its business, except where the failure to obtain, maintain and preserve could not reasonably be expected to result in a Material Adverse Effect.

(j) Environmental. (i) Keep any property either owned or operated by it or any of its Subsidiaries free of any Environmental Liens; (ii) comply in all material respects, and cause each of its Subsidiaries to comply in all material respects, with all Environmental Laws and provide to the Collateral Agent any documentation of such compliance which the Collateral Agent or the Required Lenders may reasonably request; (iii) provide the Agents written notice within five (5) days of any Release of a Hazardous Material in excess of any reportable quantity from or onto property at any time owned or operated by it or any of its Subsidiaries and take any Remedial Actions required by Environmental Laws to abate said Release; and (iv) provide the Agents with written notice within ten (10) days of the receipt of

any of the following: (A) notice that an Environmental Lien has been filed against any property of any Loan Party or any of its Subsidiaries; (B) commencement of any Environmental Action or notice that an Environmental Action will be filed against any Loan Party or any of its Subsidiaries; and (C) notice of a violation, citation or other administrative order, in each case which could reasonably be expected to have a Material Adverse Effect.

(k) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent or the Required Lenders may reasonably require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, to the extent contemplated by the other Loan Documents, (ii) to subject to valid and perfected first priority Liens (subject to Permitted Liens) on any of the Collateral or any other property of any Loan Party and its domestic Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, collaterally assign, transfer and confirm unto each Agent, and each Lender the rights, in each case, now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent, upon the occurrence and during the continuance of an Event of Default, to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent (or its designee) to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(l) Change in Collateral Locations; Collateral Records. (i) Give the Agents not less than ten (10) days' prior written notice of any change in the location of any Collateral (other than (i) Inventory in transit, (ii) assets at any location having a value not exceeding $500,000 in the aggregate, (iii) equipment out for repair or in use by employees in the ordinary course of business consistent with past practice, (iv) Collateral in the possession of the Collateral Agent and (v) Collateral moved to a location set forth on Schedule 6.01(ee) (as amended from time to time by written notice to the Collateral Agent)).

(m) Landlord Waivers. At any time any Collateral with a book value in excess of $500,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party (whether such real property is now existing or acquired after the Effective Date) which is not owned by a Loan Party, upon the written request of the Collateral Agent or the Required Lenders, use commercially reasonable efforts to obtain written subordinations or waivers ("Landlord Waivers"), in form and substance reasonably satisfactory to the Required Lenders, of all present and future Liens to which the owner or lessor of such premises may be entitled to assert against the Collateral.

(n) Subordination. Cause all Indebtedness and other obligations now or hereafter owed by it to any of its Subsidiaries that are not Loan Parties, to be subordinated in right of payment and security to the Indebtedness and other Obligations owing to the Agents and the Lenders pursuant to the Intercompany Subordination Agreement.

(o) After Acquired Real Property. Upon the acquisition by it or any of its Domestic Subsidiaries that is a Loan Party after the date hereof of any Material Real Estate Asset (each such interest being an "After Acquired Property"), as soon as reasonably practicable so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property after taking into account any liabilities with respect thereto that impact such fair market value. The Collateral Agent shall notify such Loan Party within ten (10) Business Days of receipt of notice from the Administrative Borrower whether the Required Lenders intend to require any of the Real Property Deliverables referred to below. Upon receipt of such notice, the Loan Party that has acquired such After Acquired Property shall furnish to the Collateral Agent as promptly as reasonably practicable the following, each in form and substance reasonably satisfactory to the Required Lenders: (i) a Mortgage with respect to such real property and related assets located at the After Acquired Property, duly executed by such Loan Party and in recordable form; (ii) evidence of the recording of the Mortgage referred to in clause (i) above in such office or offices as may be necessary or, in the opinion of the Collateral Agent or the Required Lenders, desirable to create and perfect a valid and enforceable first priority lien on the After Acquired Property purported to be covered thereby (subject to Permitted Liens) or to otherwise protect the rights of the Agents and the Lenders thereunder,

(iii) a Title Insurance Policy, (iv) a survey of such real property, certified to the Collateral Agent and to the issuer of the Title Insurance Policy by a licensed professional surveyor reasonably satisfactory to the Required Lenders, provided that an existing survey shall be acceptable if sufficient for the applicable title insurance company to remove the standard survey exception and issue survey-related endorsements, (v) if requested, Phase I Environmental Site Assessments with respect to such real property, certified to the Collateral Agent by a company reasonably satisfactory to the Required Lenders, and (vi) such other documents reasonable and customary or instruments (including guarantees and enforceability opinions of counsel) as the Collateral Agent or the Required Lenders may reasonably require (clauses (i)-(vi), collectively, the "Real Property Deliverables"). The Borrowers shall pay all reasonable and documented out-of-pocket fees and expenses, including reasonable and documented out-of-pocket fees and expenses of one outside counsel and one local counsel in each relevant jurisdiction, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(o).

(p) Fiscal Year. Cause the Fiscal Year of the Parent and its Subsidiaries to end on December 31st of each calendar year unless the Administrative Agent (acting at the direction of the Required Lenders) consents to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(q) Franchise Matters. (i) Comply in all respects with all of its material obligations under the Franchise Agreements to which it is a party; (ii) appear in and defend any action challenging the validity or enforceability of any Franchise Agreement, except for such action which, individually or in the aggregate, have not had and could not reasonably be expected to result in a Material Adverse Effect; (iii) give prompt notice to the Collateral Agent of (A) any written notice of default given by such Loan Party under any Franchise Agreement with respect to any Franchisee-operated Franchised Locations that generates more than $350,000 in

revenues for the Loan Parties in the last Fiscal Year of the Loan Parties, (B) any written notice by a Franchisee with respect to any Franchisee-operated Franchised Locations that generates more than $350,000 in revenues for the Loan Parties in the last Fiscal Year of the Loan Parties that terminates or threatens to terminate such Franchise Agreement or withhold any payments under such Franchise Agreement, together with a copy or statement of any information submitted or referenced in support of such notices and any reply by the Loan Party or its Subsidiary, and (C) any notice or other communication received by it in which any other party to any Franchise Agreement declares a breach or default by a Loan Party or Subsidiary of any material term under such Franchise Agreement; (iv) provide Franchisees and prospective Franchisees with a Franchise Disclosure Document or other disclosure statement of similar import as required by 16 C.F.R. 436 and applicable state law, and (v) promptly upon any material amendment, revision or modification (except for any new, modified, terminated or expired Franchise Agreement in the ordinary course of business) to the information on Schedule 6.01(q), deliver an updated Schedule 6.01(q) to the Collateral Agent.

(r) [Intentionally Omitted].

(s) Post-Closing Obligations. As promptly as practicable, and in any event within the number of days after the Effective Date specified on Schedule 7.01(s) (or, upon the reasonable discretion of the Administrative Agent (acting at the direction of the Required Lenders), at such other date specified by the Administrative Agent (acting at the direction of the Required Lenders)), the Loan Parties will deliver all documents and take all actions set forth on Schedule 7.01(s).

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan, or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor (other than an unauthorized financing statement (or the equivalent thereof) that names it or any of its Immaterial Subsidiaries as debtor so long as such unauthorized financing statement is promptly terminated after the Loan Parties obtain knowledge thereof); sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) while the Obligations remain outstanding, other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions. Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act (the "Act") or any comparable transaction under any similar law, or convey, sell, lease or sublease, transfer or otherwise dispose of, whether in one transaction or a series of related transactions, all or any part of its business, property or assets, whether now owned or hereafter acquired, or permit any of its Subsidiaries (other than Immaterial Subsidiaries) to do any of the foregoing; provided, however, that

(i) (w) any wholly-owned Subsidiary of any Loan Party and any Loan Party (other than the Parent) may be merged, consolidated, amalgamated or liquidated into such Loan Party (other than the Parent) or another wholly-owned Subsidiary of such Loan Party, or may consolidate or amalgamate with another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 10 Business Days' prior written notice of such merger, amalgamation, liquidation or consolidation, (C) no Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, amalgamation, liquidation or consolidation in any material respect, and (E) in the case of any merger or consolidation involving a Loan Party, the surviving Subsidiary, if any, is joined as a Loan Party hereunder (to the extent not already a Loan Party) pursuant to a Joinder Agreement and is a party to a Security Agreement and the Equity Interests of such Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, amalgamation, liquidation or consolidation; (x) any Immaterial Subsidiary may be dissolved or merged with and into a Loan Party so long as upon the dissolution of such Immaterial Subsidiary, the Loan Parties shall provide the Administrative Agent a certificate of an Authorized Officer of the Administrative Borrower attaching all documentation authorizing and evidencing the dissolution or merger of such Immaterial Subsidiary; (y) any Subsidiary that is not a Loan Party may merge or consolidate with another Subsidiary that is not a Loan Party or, if the surviving entity is or becomes a Loan Party, with a Subsidiary that is a Loan Party; and (z) a merger, dissolution, liquidation or consolidation, the purpose of which is to effect a Disposition permitted pursuant to Section 7.02(e);

(ii) any Loan Party and its Subsidiaries may (A) sell, assign or transfer Inventory in the ordinary course of business, and (B) make Permitted Dispositions, provided that the Net Cash Proceeds of such Permitted Dispositions, in all cases, are applied pursuant to the terms of Section 2.05(c)(v), if applicable; provided further, that (x) each of the Administrative Agent, the Collateral Agent and the Lenders agree that a Loan Party's liability (whether as a Borrower, Guarantor or "Grantor" under the Security Agreement) in respect of the Obligations shall be automatically terminated in the event (and upon the consummation of) the sale or other disposition of such Loan Party as permitted hereunder and (y) each Agent agrees that it shall take such actions as are reasonably requested by the Administrative Borrower and at the Administrative Borrower's expense to terminate the Liens and security interests created under the Loan Documents with respect to such Loan Party; provided, other than in connection with the Disposition of an acquired franchisee location, the Agents shall have received a certificate executed by an Authorized Officer of the Administrative Borrower certifying that the applicable transaction is permitted under the Loan Documents (and the Lenders hereby authorize and direct the Agents to rely on such certificate in providing such terminations and releases of the Liens and security interests with respect to such Loan Party);

(iii) any Loan Party and its Subsidiaries may consummate a Permitted Acquisition; and

(iv) any Loan Party and any Subsidiary of any Loan Party may consummate a transaction permitted by Section 7.02(e).

Notwithstanding anything set forth herein, (i) no Loan Party shall sell, assign, transfer or otherwise dispose of any intellectual property to any non-Loan Party and (ii) non-Loan Parties shall not own any intellectual property other than intellectual property that is de minimis in value and that has been independently developed by a non-Loan Party.

(d) Change in Nature of Business. Make, or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make any loan, advance, guarantee of obligations, other extension of credit or capital contributions to, or hold or invest in or commit or agree to hold or invest in, or purchase or otherwise acquire or commit or agree to purchase or otherwise acquire any shares of the Equity Interests, bonds, notes, debentures or other securities of, or make or commit or agree to make any other investment in, any other Person or purchase all or substantially all of the assets of any other Person (each an "Investment"), or permit any of its Subsidiaries to do any of the foregoing, except for:

(i) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof that are materially adverse to the interests of the Lenders,

(ii) (A) loans and advances by a Loan Party or non-Loan Party Subsidiary to a Loan Party, provided that such loans and advances by a non-Loan Party to a Loan Party shall be subordinated in right of payment to the Obligations and shall be subject to the Intercompany Subordination Agreement, provided further, that such loans and advances by a Loan Party to a non-Loan Party shall not exceed at any time $1,000,000 in the aggregate and (B) loans and advances by a non-Loan Party Subsidiary to any other non-Loan Party Subsidiary,

(iii) Investments made by a Loan Party after the Effective Date in or to non-Loan Party Subsidiaries in an aggregate amount not to exceed $250,000 at any time outstanding; provided that (A) such Investments made after the Effective Date under this clause

(iii) shall not be made unless (1) no Event of Default has occurred and is continuing or would result from such Investments and (2) Qualified Cash is greater than $5,000,000 immediately before and after giving effect to such Investments and (B) the owner of the Equity Interests of such non-Loan Party Subsidiary complies with the requirements of Sections 7.01(b)(ii) with respect to the pledge of the Equity Interests of such non-Loan Party Subsidiary,

(iv) advances to officers, directors and other employees of the Loan Parties in an aggregate outstanding amount at any one time not in excess of $250,000,

(v) extensions of trade credit in the ordinary course of business,

(vi) Investments in cash and Cash Equivalents (including deposits and other accounts in which such cash and Cash Equivalents are maintained),

(vii) Permitted Acquisitions and intercompany Investments among and between the Loan Parties and Subsidiaries of any Loan Party that directly result in a Permitted Acquisition and such Subsidiary becoming a Loan Party,

(viii) Permitted Investments,

(ix) Investments consisting of Permitted Indebtedness;

(x) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business to the extent permitted by Section 7.02(o), and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors in the ordinary course of business,

(xi) Investments arising directly out of the receipt by the Loan Parties ofnon-cash consideration for any sale of assets permitted under Section 7.02(c); provided, that such non-cash consideration shall in no event exceed 25% of the total consideration received for such sale,

(xii) Investments in the ordinary course of business consisting of indorsements for collection or deposit and customary trade arrangements with customers consistent with past practices,

(xiii) advances made in connection with purchases of goods or services in the ordinary course of business,

(xiv) Indebtedness constituting an Investment to the extent permitted under Section 7.02(b),

(xv) capitalization or forgiveness of any debt owed by a Loan Party to another Loan Party,

(xvi) holding of Investments to the extent such Investments reflect an increase in the value of the Investments,

(xvii) Investments consisting of earnest money required in connection with a Permitted Acquisition or other Investment,

(xviii) Investments held by a Person that becomes a Loan Party or a Subsidiary of a Loan Party (or is merged, amalgamated or consolidated with or into a Loan Party or a Subsidiary of a Loan Party) after the Effective Date to the extent that such Investments (1) existed prior to such Person becoming a Loan Party or a Subsidiary of a Loan Party and (2) were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation,

(xix) Investments funded with proceeds of Equity Interests (other than, in the case of Parent, Disqualified Equity Interests) or capital contributions to, or paid for with equity of, Parent (other than capital contributions funded with the proceeds of Indebtedness incurred by any Loan Party or a Subsidiary of a Loan Party);

(xx) Investments consisting of loans to franchisees (such loans to be on terms set forth in Schedule 7.02(e)(xx)); provided, that (i) Qualified Cash of the Loan Parties shall be greater than or equal to $10,000,000, (ii) on a pro forma basis, after giving effect to the consummation of the proposed Investment, the Loan Parties shall be in pro forma compliance with the covenants set forth in Section 7.03 hereof (iii) no Event of Default shall exist either before or after giving effect to such Investment and (iv) the amount of Investments pursuant to this clause (xx) shall not exceed (A) $10,600,000 with respect to any loans to a Rumble Franchisee and (B) $7,500,000 with respect to any loans to any other Franchisee;

(xxi) Investments consisting of acquired franchisee locations and Studio Support; provided, that (i) the aggregate amount of such Investments shall not exceed (A) $8,000,000 during the Fiscal Year ending on December 31, 2021, and (B) $2,000,000 during the Fiscal Year ending on December 31, 2022, (ii) on a pro forma basis, after giving effect to the consummation of the proposed Investment, the Loan Parties shall be in pro forma compliance with the covenants set forth in Section 7.03 hereof and (iii) no Event of Default shall exist either before or after giving effect to such Investment; and

(xxii) Investments consisting of the purchase of minority Equity Interests in Subsidiaries; so long as (A) the aggregate amount of such Investments so purchased shall not exceed (1) $3,500,000 at any time prior to an initial public offering of the Parent (or any direct or indirect parent company of the Parent) and (2) $5,000,000 at any time after such initial public offering and (B) on a pro forma basis, after giving effect to any such Investment, (1) no Event of Default has occurred and is continuing or would result from such Investment, and (2) Qualified Cash (excluding any amounts in funding market accounts) shall be greater than $12,000,000; and (xxiii) other Investments in an aggregate outstanding amount at any one time not exceeding $750,000 in any Fiscal Year.

Notwithstanding anything set forth herein, (i) no Loan Party shall loan, contribute, assign, transfer or otherwise dispose of any intellectual property to any non-Loan Party and (ii) non- Loan Parties shall not own any intellectual property other than intellectual property that is de minimis in value and that has been independently developed by a non-Loan Party.

(f) [Intentionally Omitted].

(g) [Intentionally Omitted].

(h) Restricted Payments. (i) Declare or pay any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Act or any comparable transaction under any similar law, (ii) make any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (iii) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (iv) return any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or make any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (v) pay any management fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting or other services agreement (in each case excluding compensation, including bonuses, indemnities and expense reimbursement under customary employment arrangements) to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party (clauses (i) through (v), a "Restricted Payment"); provided, however,

(A) without duplication, (1) to the extent each of Parent and Borrower is treated as a partnership or disregarded entity for United States federal income tax purposes, each Loan Party may make distributions to Parent to permit Parent to promptly make distributions to its equity holders, in each case, at such times and in such amounts as provided in Section 5.1 of the Fourth Amended and Restated Limited Liability Company Operating Agreement of H&W Franchise Holdings LLC, as in effect on the date of this Agreement, and (B) the sum of the maximum federal, state and local income tax rates applicable to any direct or indirect equity owner of Parent, reflecting any reduced rate applicable to any special class of income that is in effect for such taxable period and (2) for any taxable period (or portion thereof) for which Parent or Borrower or any of their Subsidiaries are members of a consolidated, combined, unitary or similar income tax group for U.S. federal or applicable foreign, state or local income tax purposes of which an entity other than Borrower or any of its Subsidiaries is the common parent (a "Tax Group") or are disregarded entities owned directly or directly by such common parent, Borrower may make distributions to Parent, for Parent to pay, or to permit Parent to promptly make distributions up the chain of ownership to such common parent to pay, the portion of any U.S. federal, foreign, state or local income taxes (as applicable) of such Tax Group for such taxable period that are attributable to the net taxable income of the Borrower and/or its Subsidiaries, provided that, solely for purposes of this clause (2), for each taxable period, the amount of such payments made in respect of such taxable period in the aggregate will not exceed the amount that the Borrower and the applicable Subsidiary or Subsidiaries, as applicable, would have been required to pay in respect of such net taxable income as stand-alone taxpayers or a stand-alone Tax Group (each of the distributions described in clauses (1) and (2), "Tax Distributions"); provided that (x) any Tax Distribution made with respect to estimated income taxes shall be made no earlier than 10 days prior to the due date of such estimated income taxes (assuming that the recipient of such Tax Distribution is a corporation); (y) any Tax

Distribution made with respect to a final income tax return to be filed with respect to any year shall be made no earlier than 10 days prior to the due date of such income tax return (assuming the recipient of such Tax Distribution is a corporation); and (z) to the extent that the aggregate Tax Distributions made by the Parent with respect to any calendar year or portion thereof in accordance with the preceding clauses (x) and (y) exceed the income tax liability of the Parent determined in accordance with the foregoing provisions of this definition (including as a result of the estimates of the Parent's net taxable income during such year exceeding the Parent's actual net taxable income for such year), then any such excess shall be carried forward and reduce Tax Distributions made for later years;

(B) the Subsidiaries of the Parent may pay dividends or make distributions to the Administrative Borrower or the Parent in amounts necessary to enable the Administrative Borrower or the Parent to pay (i) customary expenses arising in the ordinary course of the Administrative Borrower's or the Parent's business solely as a result of its ownership and operation of the other Loan Parties and their respective Subsidiaries, (ii) ordinary course corporate operating expenses (including salaries and related reasonable and customary expenses incurred by or allocated to employees of the Administrative Borrower or the Parent) and other fees and expenses required to maintain its corporate existence, (iii) reasonable fees and out-of-pocket expenses related to its compliance with or actions which are expressly permitted under the terms of this Agreement and the other Loan Documents and (iv) reasonable fees and expenses incurred in connection with any debt or equity offering by Parent to the extent the proceeds thereof are (or, in the case of an unsuccessful offering, were intended to be) used for the benefit of the Loan Parties, whether or not completed; provided that the aggregate amount of such dividends and distributions in any Fiscal Year to the Parent under subparts (i)-(iv) of this clause (B) shall not exceed $500,000;

(C) reasonable and customary indemnities provided to, and reasonable and customary fees paid to, members of the board of directors of Parent;

(D) the Subsidiaries of Parent may make dividends and distributions to Parent solely to enable Parent to pay, and Parent may pay (1) Permitted Management Fees and

(2) reasonable out-of-pocket expense reimbursements and indemnities to the Sponsor and other Permitted Holders incurred in connection with management of Parent and its Subsidiaries in an aggregate amount not exceeding $250,000 in any Fiscal Year;

(E) Parent and its Subsidiaries may make dividends and distributions to the extent permitted by Section 7.02(l) or 7.02(j)(ix).

(F) so long as no Event of Default has occurred and is continuing or would result therefrom and so long as Qualified Cash (both before and immediately after giving effect to such repurchase or redemption) is not less than $5,000,000, the Loan Parties and their Subsidiaries may repurchase, redeem, retire or otherwise acquire for value Equity Interests (including any stock appreciation rights in respect thereof) of the Loan Parties from current or former employees, directors or officers, provided that the aggregate cash payments in respect of such repurchases, redemptions, retirements and acquisitions shall not exceed the sum of (i) $500,000 after the Effective Date and (ii) any proceeds received by a Loan Party during such Fiscal Year from the sale or issuance of Equity Interests of Parent to directors, officers or employees of a Loan Party or a Subsidiary of a Loan Party in connection with permitted employee compensation and incentive arrangements;

(G) [Intentionally Omitted];

(H) each Loan Party and each Subsidiary of a Loan Party may makenon-cash repurchases of Equity Interests deemed to occur upon exercise of stock options or similar equity incentive awards if such Equity Interest represents a portion of the exercise price of such options or similar equity incentive awards; and

(I) (i) after an initial public offering and so long as no Event of Default has occurred and is continuing or would result therefrom (1) any Restricted Payment the proceeds of which will be used to pay listing fees and other costs and expenses attributable to being a publicly traded company which are reasonable and customary, including Public Company Costs and (2) Restricted Payments not to exceed up to 6.00% per annum of the Net Cash Proceeds received by (or contributed to) Parent and its Subsidiaries from such public offering and (ii) after any public equity issuance following the occurrence of an initial public offering, 100% of the Net Cash Proceeds of such public equity issuance.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under and in a manner that violates the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) as necessary or desirable for the prudent operation of its business and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, (ii) transactions (x) with another Loan Party and (y) between Subsidiaries that are not Loan Parties, (iii) transactions expressly permitted under this Agreement, (iv) sales of Equity Interests of the Parent to Affiliates of the Parent not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) the payment of fees and expenses in connection with the consummation of the Transaction, (vi) entering into employment and severance arrangements between Parent, any other Loan Party and their Subsidiaries and their respective officers and employees, (vii) other transactions set forth on Schedule 7.02(j), (viii) the payment of customary fees and reimbursement of reasonable out-of- pocket costs of, and customary indemnities provided to or on behalf of, directors, officers and employees of Parent, the other Loan Parties and their Subsidiaries in the ordinary course of business or to their Affiliates and (ix) payments by the Borrower and Parent to fund payments to satisfy obligations of Xponential Fitness, Inc. under the Tax Receivable Agreement, including pursuant to any early termination thereof.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents, and any other agreement or document evidencing Subordinated Indebtedness;

(B) any agreements in effect on the date of this Agreement and described on Schedule 7.02(k);

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), any agreement setting forth customary restrictions on the subletting, assignment or transfer of any property or asset that is a lease, license, conveyance or contract of similar property or assets;

(E) in the case of clause (iv) any agreement, instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) restricting on customary terms the transfer of any property or assets subject thereto;

(F) in the case of clause (iv), restrictions contained in an agreement related to the sale of such property that limits the transfer of such property pending the consummation of such sale; or

(G) in the case of clause (iv), restrictions with respect to a Subsidiary of Parent imposed pursuant to an agreement that has been entered into in connection with the disposition of all or substantially all of (x) the Equity Interests of such Subsidiary or (y) the assets of such Subsidiary.

(l) Limitation on Issuance of Equity Interests. Except as otherwise permitted by this Agreement (including under clause (j) of the definition of Permitted Dispositions), issue or sell or enter into any agreement or arrangement for the issuance and sale of, or permit any of its Subsidiaries to issue or sell or enter into any agreement or arrangement for the issuance and sale of, any shares of its Equity Interests, any securities convertible into or exchangeable for its Equity Interests or any warrants; provided that (x) the Parent or any other Loan Party may issue Equity Interests or Qualified Equity Interests to any Permitted Holder, any other Loan Party, any officer or director of a Loan Party or, solely with respect to the Parent, to any other Person so long as (i) no Change of Control would result therefrom and (ii) the requirements of Section 2.05(c)(vi) are satisfied and (y) Subsidiaries of Parent may issue additional Equity Interests to other Subsidiaries or Loan Parties, so long as the requirements of Section 4 of the Security Agreement and/or Section 7.01(b), if applicable, with respect to the pledge and delivery of such Equity Interests to the Collateral Agent are satisfied.

(m) Modifications and Prepayments of Subordinated Indebtedness, Amendments to Governing Documents; Certain otherChanges.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Subordinated Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Subordinated Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made earlier than the date originally scheduled on, such Subordinated Indebtedness, would increase the interest rate applicable to such Subordinated Indebtedness, would change the subordination provision, if any, of such Subordinated Indebtedness, or would otherwise be materially adverse to the Lenders in any respect,

(ii) except for (x) the Obligations or (y) any Indebtedness owing by a Subsidiary of a Loan Party to a Loan Party or to another Subsidiary of a Loan Party if the obligor is not a Loan Party, make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Subordinated Indebtedness (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Subordinated Indebtedness when due), or refund, refinance, replace or exchange any other Indebtedness for any such Subordinated Indebtedness (except to the extent such Indebtedness is otherwise expressly permitted by the definition of "Permitted Indebtedness" or such transaction is a Permitted Refinancing), make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Subordinated Indebtedness in violation of the subordination provisions thereof or any subordination agreement with respect thereto, or make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Subordinated Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event in violation of the subordination provisions thereof or any subordination agreement with respect thereto;

(iii) other than with respect to Immaterial Subsidiaries, amend, modify or otherwise change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN, except that a Loan Party or a Subsidiary of a Loan Party may (A) change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN in connection with a transaction permitted by Section 7.02(c) and (B) change its name, jurisdiction of formation or organization, as applicable, organizational identification number or FEIN upon at least ten (10) days' (or such shorter period agreed to by the Administrative Agent (acting at the direction of the Required Lenders) prior written notice by the Administrative Borrower to the Administrative Agent of such change and so long as, at the time of such written notification, such Person provides all information reasonably required in connection with financing statements or fixture filings necessary to perfect and continue perfected the Collateral Agent's Liens; or

(iv) other than with respect to Immaterial Subsidiaries, amend, modify or otherwise change any of its Governing Documents, including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it, with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements (excluding any amendments permitting a "plan of division" under the Act or any comparable transaction under any similar law) pursuant to this clause (iv) that could not reasonably be expected to have a Material Adverse Effect.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to be required to register under the Investment Company Act of 1940, as amended, by virtue of being an "investment company" not entitled to an exemption within the meaning of such Act.

(o) Franchise Agreements. (i) Enter into additional Franchise Agreements after the date hereof unless such Franchise Agreements are entered into in the ordinary course of such Loan Party's business (which shall include, for the avoidance of doubt, new lines of business substantially similar or related to the Loan Parties' existing lines of business); (ii) waive or release any Franchisee from the observance or performance of any material monetary obligation which exceeds, in the aggregate, $250,000 per fiscal quarter to be performed under the terms of the Franchise Agreement to which such Franchisee is a party, or any liability on account of any material representation or warranty given thereunder which may reasonably be expected to result in a Material Adverse Effect, without the prior written consent of the Required Lenders; (iii) amend, supplement or terminate any Franchise Agreement, without the prior written consent of the Required Lenders, except, in the case of subsections (ii) and (iii), for such waivers, releases, or amendments, supplements or terminations (as applicable) which, individually or in the aggregate, have not had and could not reasonably be expected to result in a Material Adverse Effect; or (iv) terminate and permanently close more than twenty five (25) Franchised Locations during any Fiscal Year or fifty (50) Franchised Locations in the aggregate after the Effective Date. For the avoidance of doubt, a Franchised Location will not be deemed "permanently closed" for purposes of the preceding clause (iv) if such Franchised Location is re- opened for business by either a Loan Party or a Franchisee within thirty (30) days after the date on which it was closed.

(p) Properties. Permit any material portion of any property to become a fixture with respect to real property for which a Loan Party is a lessee under the applicable lease agreement or to become an accession with respect to other personal property with respect to which real or personal property the Collateral Agent does not have a valid and perfected first priority Lien (subject to Permitted Liens) or has not used commercially reasonable efforts to obtain a written subordination or waiver in accordance with Section 7.01(m).

(q) ERISA. Except where any failure to comply could not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect: (i) Engage, or permit any Subsidiary to engage, in any transaction described in Section 4069 or 4212(c) of ERISA; (ii) engage in any prohibited transaction described in Section 406 of ERISA

or Section 4975 of the Internal Revenue Code for which a statutory or class exemption is not available or a private exemption has not previously been obtained from the U.S. Department of Labor; (iii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides health or welfare benefits to employees after termination of employment other than as required by Section 4980B of the Internal Revenue Code; (iv) fail to make any contribution or payment to any Multiemployer Plan that it may be required to make under any agreement relating to such Multiemployer Plan, or any law pertaining thereto; or (v) fail, or permit any ERISA Affiliate to fail, to pay any required installment or any other payment required under Section 412 of the Internal Revenue Code on or before the due date for such installment or other payment.

(r) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials at any property owned or leased by it or any of its Subsidiaries, except in compliance in all material respects with Environmental Laws.

(s) [Intentionally Omitted].

(t) Parent as Holding Company. Permit the Parent to incur any Indebtedness for borrowed money (other than Indebtedness arising under the Loan Documents), own or acquire any assets (other than the Equity Interests of other Loan Parties and Subsidiaries or any assets incidental thereto and other assets with de minimis fair market value) or engage itself in any operations or business (other than actions required for compliance with, or are expressly permitted under, the Loan Documents, activities in connection with or in preparation for an initial public offering, entry into and performance of the Tax Receivable Agreement, including pursuant to any early termination thereof and other activities incidental to being a holding company).

(u) Amendments to Material Contracts. Agree to any material amendment or other material change to or material waiver of any of its rights under any Material Contract in any manner that, taken as whole, would be materially adverse to the interests of any Loan Party or the Lenders.

(v) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien (other than Permitted Liens) in favor of the Agents or the Lenders upon any of its property or revenues, whether now owned or hereafter acquired, except the following: (i) this Agreement, the other Loan Documents, and any other agreement or document evidencing Subordinated Indebtedness, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement or that expressly permits Liens for the benefit of the Lenders and the Agents with respect to the Loans and the Obligations under the Loan Documents on a senior basis without the requirement that such holders of such Indebtedness be secured by such Liens on an equal and ratable basis, (iii) arise pursuant to applicable Requirements of Law, or arise in connection with any Disposition permitted by Section 7.02(c) and is applicable solely to the property subject to such Disposition, (iv) customary restrictions in leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions only relate to the assets subject thereto, and (v) customary provisions restricting assignment or transfer contained in any permit or license, issued by a Government Authority.

(w) Anti-Money Laundering and Anti-Terrorism Laws.

(i) None of the Covered Entities or agents, shall:

(A) conduct any business or engage in any transaction or dealing with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person in violation of any of the Anti-Money Laundering and Anti-Terrorism Laws;

(B) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to the OFAC Sanctions Programs in violation of any of the Anti-Money Laundering and Anti- Terrorism Laws;

(C) use any of the proceeds of the transactions contemplated by this Agreement to finance, promote or otherwise support in any manner (i) any Sanctioned Person or (ii) any illegal activity, including, without limitation, any violation of the Anti-Money Laundering and Anti-Terrorism Laws or any specified unlawful activity as that term is defined in the Money Laundering Control Act of 1986, 18 U.S.C. §§ 1956 and 1957; or

(D) violate, attempt to violate, or engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, any of the Anti-Money Laundering and Anti-Terrorism Laws.

(ii) None of the Loan Parties, nor any Covered Entity of any of the Loan Parties, nor any officer, director or principal shareholder or owner of any of the Loan Parties, nor any of the Loan Parties' respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, shall be or shall become a Sanctioned Person.

(x) Anti-Bribery and Anti-Corruption Laws. None of the Loan Parties shall offer, promise, pay, give, or authorize the payment or giving of any money, gift or other thing of value, directly or indirectly, to or for the benefit of any Foreign Official for the purpose of: (1) influencing any act or decision of such Foreign Official in his, her, or its official capacity; or (2) inducing such Foreign Official to do, or omit to do, an act in violation of the lawful duty of such Foreign Official, or (3) securing any improper advantage, in order to obtain or retain business for, or with, or to direct business to, any Person.

(y) Accounting Methods. Significantly modify or change, or permit any of its Subsidiaries to significantly modify or change, its method of accounting or accounting principles from those utilized in the preparation of the Financial Statements (other than as may be required to conform to GAAP).

Section 7.03 Financial Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due, but excluding unasserted contingent indemnification Obligations) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Total Leverage Ratio

(i) Commencing with the fiscal quarter ending December 31, 2021, permit the Total Leverage Ratio of the Parent and its Subsidiaries (on a consolidated basis) for each period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries (on a consolidated basis) for which the last quarter ends on a date set forth below to be greater than the applicable ratio set forth below opposite such date:

Fiscal Quarter End	Total Leverage Ratio
December 31, 2021	11.28:1.00
March 31, 2022	9.09:1.00
June 30, 2022	7.34:1.00
September 30, 2022	6.42:1.00
December 31, 2022	5.84:1.00
March 31, 2023	5.46:1.00
June 30, 2023	5.12:1.00
September 30, 2023	4.81:1.00
December 31, 2023	4.53:1.00
March 31, 2024	4.24:1.00
June 30, 2024	3.99:1.00
September 30, 2024	3.72:1.00
December 31, 2024	3.47:1.00
March 31, 2025	3.26:1.00
June 30, 2025	3.05:1.00
September 30, 2025	2.88:1.00

(ii) Notwithstanding anything contained in this Agreement to the contrary, CARES Act Indebtedness shall be disregarded for all purposes of calculating the Total Leverage Ratio pursuant to this Agreement; provided, that any portion of such CARES Act Indebtedness that is not forgiven pursuant to, and in accordance with the CARES Act, (x) shall not be so disregarded and (y) shall be deemed to have been incurred as of the date of the funding of such CARES Act Indebtedness, in each case, for the purposes of calculating the Total Leverage Ratio pursuant to this Agreement.

(b) Minimum Liquidity. At all times (i) on or prior to December 31, 2021, Qualified Cash shall not be less than $7,500,000 and (ii) on and following January 1, 2022, Qualified Cash shall not be less than $10,000,000

(c) Minimum EBITDA. Permit the Consolidated EBITDA of the Parent and its Subsidiaries (on a consolidated basis) for each fiscal quarter set forth below (but for the avoidance of doubt only such periods set forth below) to be less than the applicable threshold set forth below opposite such date:

Fiscal Quarter End	Minimum Consolidated EBITDA
March 31, 2021	$ 3,125,000
June 30, 2021	$ 3,125,000
September 30, 2021	$ 3,125,000
December 31, 2021	$ 3,125,000

ARTICLE VIII

CASH MANAGEMENT AND OTHER COLLATERAL MATTERS

Section 8.01 Cash Management Arrangements. (a) Subject to clause (d) below, the Loan Parties shall establish and maintain cash management services of a type that is substantially consistent with past practice or on terms reasonably satisfactory to the Required Lenders at one or more of the banks set forth on Schedule 8.01 (each a "Cash Management Bank") solely in connection with the Cash Management Accounts.

(b) Subject to Section 7.01(s), the Loan Parties shall with respect to each Cash Management Account (other than an Excluded Account), deliver to the Collateral Agent a shifting Account Control Agreement with respect to such Cash Management Account. At all times prior to the occurrence of an Event of Default, the Loan Parties shall have full access to the cash on deposit in the Cash Management Accounts, and the Collateral Agent agrees not to deliver a control notice or take any other action to control the Cash Management Accounts unless and until an Event of Default has occurred and is continuing. The Collateral Agent further agrees that if an Event of Default is waived by the Required Lenders, the Collateral Agent shall provide notice to the Cash Management Bank and take all other commercially reasonable actions necessary to revert control of such Cash Management Accounts to the Loan Parties.

(c) Upon the terms and subject to the conditions set forth in an Account Control Agreement with respect to a Cash Management Account, all amounts received in such Cash Management Account shall at the Administrative Agent's direction (which shall be at the direction of the Required Lenders) be wired each Business Day into the Administrative Agent's Account, except that, so long as no Event of Default has occurred and is continuing, the Administrative Agent (and the Required Lenders) will not direct the Cash Management Bank to transfer funds in such Cash Management Account to the Administrative Agent's Account.

(d) So long as no Event of Default has occurred and is continuing, the Borrowers may amend Schedule 8.01 to add or replace a Cash Management Bank or Cash Management Account; provided, however, that prior to the date that is sixty (60) days following the date of the opening of such Cash Management Account, each Loan Party and such prospective Cash Management Bank shall have executed and delivered to the Collateral Agent an Account Control Agreement.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default. If any of the following Events of Default shall occur and be continuing:

(a) any Borrower shall fail to pay (i) any principal of any Loan when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), or (ii) any interest on any Loan or any fee, indemnity or other amount payable under this Agreement or any other Loan Document when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure to pay any amount described in clause (ii) shall continue for three (3) Business Days;

(b) any representation or warranty made by any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any report, certificate or other document delivered to any Agent or any Lender pursuant to any Loan Document, which representation or warranty is subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any respect when made; or any representation or warranty made by any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any report, certificate or other document delivered to any Agent or any Lender pursuant to any Loan Document, which representation or warranty is not subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any material respect when made;

(c) any Loan Party shall fail to perform or comply with (i) any covenant or agreement contained in subsections (a), (d) (with respect to the Loan Parties) and (f) of Section 7.01, or any covenant or agreement contained in Section 7.02, Section 7.03 (provided, that it is expressly understood and agreed that any breach of Section 7.03 is subject to the provisions of Section 9.02 and the cure right set forth therein) or ARTICLE VIII, (ii) any covenant or agreement contained in subsections (b), (h), (l), (n), (p) and (q) of Section 7.01, and such failure, if capable of being remedied, shall remain unremedied for a period of fifteen (15) Business Days after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall been given by any Agent to such Loan Party;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for thirty (30) days after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) shall fail to pay any of its Indebtedness (excluding Indebtedness evidenced by this Agreement) having an aggregate principal amount outstanding in excess of $1,500,000 (plus any applicable interest and legal costs and expenses incurred in connection therewith), or any payment of principal, interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace or cure period (it being agreed that the minimum grace period for any non- accelerated Indebtedness shall be ten (10) Business Days), if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of sixty (60) days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof or solely as a result of an action or failure to act on the part of the Agents) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is a party thereto, or a proceeding shall be commenced by any such Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Agreement, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason (other than release by the Collateral Agent pursuant to the terms hereof or thereof or the failure of the Agents to make filings or take other actions that would be required to maintain the perfection or priority of the Liens created under such security documents (it being agreed, for the avoidance of doubt, that the Agents have no obligations to make such filings or take such other actions)) fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral with a fair market value of more than $1,500,000 in the aggregate purported to be covered thereby;

(j) [Intentionally Omitted];

(k) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could without further action by any court result in a judgment, order or award) for the payment of money exceeding $1,500,000 in the aggregate, shall be rendered against any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) and remain unpaid, undischarged or unsatisfied and either (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement, (ii) there shall be a period of thirty (30) consecutive days after entry thereof during which a stay of enforcement of any such judgment, order, award or settlement, by reason of a pending appeal or otherwise, shall not be in effect, or (iii) at any time during which a stay of enforcement of any such judgment, order, award or settlement, by reason of a pending appeal or otherwise, is in effect, such judgment, order, award or settlement is not bonded in the full amount of such judgment, order, award or settlement; provided, however, that any such judgment, order, award or settlement shall not give rise to an Event of Default under this subsection (k) if and for so long as (A) the amount of such judgment, order, award or settlement is covered by a valid and binding policy of insurance between the defendant and the insurer covering full payment thereof (other than any deductible) or an amount sufficient to lower the exposure below $1,500,000 and (B) such insurer has been notified, and has not disputed the claim made for payment, of the amount of such judgment, order, award or settlement;

(l) any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting all or any material part of its business for more than thirty (30) consecutive days if such injunction, restraint or other prevention could reasonably be expected to result in a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any material license or material permit now held or hereafter acquired by any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary), if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, of any Loan Party or any of its Subsidiaries (other than Immaterial Subsidiaries) under any criminal statute, or commencement of criminal or civil proceedings against any Loan Party or any of its Subsidiaries (other than Immaterial Subsidiaries), pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the Collateral of such Person if such criminal or civil proceedings could reasonably be expected to have a Material Adverse Effect;

(o) any Loan Party or any of its ERISA Affiliates shall have made a complete or partial withdrawal from a Multiemployer Plan (as such term is defined in Part I of Subtitle E of Title IV of ERISA), and, as a result of such complete or partial withdrawal, any Loan Party is reasonably expected to be required to pay a withdrawal liability in an annual amount exceeding $2,500,000 in the aggregate; or a Multiemployer Plan enters "endangered" or "critical" status under Section 305 of ERISA or is declared "insolvent" within the meaning of Section 4245 of ERISA, and, as a result thereof any Loan Party is reasonably expected to be required to pay annual contributions with respect to such Multiemployer Plan in an annual amount exceeding $2,500,000 in the aggregate;

(p) any Termination Event with respect to any Employee Plan shall have occurred, and, thirty (30) days after notice thereof shall have been given to any Loan Party by any Agent, (i) such Termination Event (if correctable) shall not have been corrected, and (ii) the then current value of such Employee Plan's vested benefits exceeds the then current value of assets allocable to such benefits in such Employee Plan by more than $2,500,000 in the aggregate (or, in the case of a Termination Event involving liability under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 or 4975 of the Internal Revenue Code, the liability is in excess of such amount) and, in the case of clauses (i) or (ii), any Loan Party is reasonably expected to be required to fund or pay such liability; or

(q) a Change of Control shall have occurred;

then, and in any such event and anytime thereafter during the continuance of such event, the Agents may, and shall at the request of the Required Lenders, by notice to the Administrative Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall

immediately be so terminated or reduced, (ii) declare all or any portion of the Loans then outstanding to be due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the Applicable Prepayment Premium (if any) with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection(f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents shall become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party. The Loan Parties expressly waive the provisions of any present or future statute of or law that prohibits or may prohibit the collection of the foregoing Applicable Prepayment Premium in connection with any acceleration.

Section 9.02 Cure Right. In the event that the Borrowers fail to comply with the requirements of the financial covenants set forth in Section 7.03 (a "Curable Default"), until the expiration of the 10th Business Day after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter (the "Required Contribution Date"), (i) the Parent shall have the right to issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of the Parent, and, in each case, to contribute any such contributions to the capital of the Borrowers or (ii) the Loan Parties and/or their Permitted Holders cause a contribution to be made in the form of Subordinated Indebtedness issued by any Loan Party, and in each case with respect to clauses (i) and (ii), apply the amount of the proceeds thereof to increase Consolidated EBITDA with respect to such applicable quarter (the "Cure Right"); provided that (a) such proceeds are actually received by the Borrowers no later than 10 Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, (b) such proceeds do not exceed the aggregate amount necessary to cure (by addition to Consolidated EBITDA) such Event of Default under Section 7.03 for such period, (c) the Cure Right shall not be exercised more than two times in any four fiscal quarter period and five times during the term of the Loans, (d) the Cure Right shall not be exercised in consecutive fiscal quarters, (e) such proceeds (1) for any individual Cure Right shall not exceed 20% of Consolidated EBITDA for the most recent trailing four fiscal quarter period for which financial statements and a Compliance Certificate have been delivered pursuant to Section 7.01(a)(i) and (iv) and (2) in the aggregate for all Cure Rights during the term of this Agreement shall not exceed $10,000,000, and (f) such proceeds shall be applied to prepay the Loans in accordance with Section 2.05(c)(ix). Until the Required Contribution Date, neither Agent nor any Lender shall impose the Post-Default Rate, accelerate the Obligations or exercise any enforcement remedy against the Loan Parties or any of their Subsidiaries or any of their respective properties solely as a result of the existence of the applicable Curable Default. If, after giving effect to the foregoing pro forma adjustment (but not, for the avoidance of doubt, giving pro forma adjustment to any repayment of Indebtedness in connection therewith), the Borrowers are in compliance with the financial covenants set forth in Section 7.03, the

Borrowers shall be deemed to have satisfied the requirements of such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 7.03 that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Section7.03 and shall not result in any adjustment to any amounts other than the amount of the Consolidated EBITDA referred to in the immediately preceding sentence; provided that such adjustment to the amount of the Consolidated EBITDA shall apply to subsequent calculations under Section 7.03 measuring such fiscal quarter with respect to which the Cure Right was exercised.

ARTICLE X

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints Wilmington Trust to act on its behalf as Administrative Agent and Collateral Agent hereunder and under the other Loan Documents and authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto.

The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of (and to hold any security interest, charge or other Lien created by the Loan Documents for and on behalf of or in trust for) such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. Without limiting the generality of the foregoing, the Lenders hereby expressly authorize the Administrative Agent as Collateral Agent to execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the Loan Documents and acknowledge and agree that any such action by any Agent shall bind the Lenders.

The Agents shall not be required to take any discretionary action or exercise any discretionary powers , except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or the Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), and such instructions of the Required Lenders (or such other percentage of Lenders) shall be binding upon all Lenders and all makers of Loans; provided, however, provided that neither the Administrative Agent nor the Collateral Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable law.

Any corporation or association into which any Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which such Agent is a party, will be and become the successor Agent, as applicable, under this Agreement and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 10.02 Nature of Duties; Delegation. (a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender, regardless of whether a Default or Event of Default has occurred and is continuing. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral without reliance upon the Administrative Agent or any other Lender or any of their Related Parties, and neither the Agents nor any of their Related Parties shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter. Each Lender acknowledges that the Administrative Agent, the Collateral Agent and their Affiliates have not made any representation or warranty to it, other than any such representations or warranties expressly provided for hereunder or under any other Loan Document. Except for documents or other information expressly required by any Loan Document to be transmitted by the Administrative Agent and/or the Collateral Agent to the Lenders, the Administrative Agent and the Collateral Agent shall not have any duty or responsibility (either express or implied) to provide any Lender with any credit or other information concerning any Loan Party, including the business, prospects, operations, property, financial and other condition or creditworthiness of any Loan Party or Affiliate of a Loan Party, that may come in to the possession of the Administrative Agent, the Collateral Agent or any of their Affiliates. Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any of its Related Parties or any other trustee, co-agent, sub-agent or Person (including any Lender). =The exculpatory provisions of this Article X and the indemnity provisions of Section 12.15 shall apply to any such trustee, co-agent, sub-agent or Person and to the Related Parties of the Administrative Agent, the Collateral Agent and any such trustee, co-agent, sub-agent or Person, and shall apply to their respective activities in connection with activities as Administrative Agent or Collateral Agent. Neither the Administrative Agent nor the Collateral Agent shall be responsible for the negligence or misconduct of any of its trustees, co-agents, sub-agents, except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent or the Collateral Agent, as applicable, acted with gross negligence or willful misconduct in the selection of such trustees, co-agents or sub-agents, as applicable.

Section 10.03 Rights, Exculpation, Etc. The Agents and their Related Parties shall not be liable for any action taken or omitted to be taken by them (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent or the Collateral Agent shall believe in good faith shall be necessary, under the circumstances provided in Section 9.01 or Section 12.02) or (ii) except for their own gross negligence or willful misconduct as determined by a final non- appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until such Loan has been transferred to a transferee pursuant to and in accordance with Section 12.07 hereof; (ii) may consult with legal counsel (including, without limitation, counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not be responsible for or have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (vi) shall not be responsible for or have any duty to ascertain or inquire into the, value, sufficiency or collectibility of the Collateral, the creation, existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral and (vii) shall not be responsible for or have any duty to ascertain or inquire into the satisfaction of any condition set forth in Article V or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent. The Agents shall not be liable for any apportionment or distribution of payments made in good faith, and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender to whom payment was due but not made, shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled (and such other Lenders hereby agree to return to such Lender any such erroneous payments received by them). The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders (unless

unanimity is required) and, if they so request, the Agents shall first be indemnified to their satisfaction by the Lenders against any and all liability and expense which may be incurred by reason of taking or continuing to take any such action. Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (unless unanimity is required). The Agents shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrowers or any of their Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent, the Collateral Agent or any of their respective Affiliates in any capacity. The Agents shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Defaults, unless the Agents shall have received written notice from a Lender or the Borrower referring to this Agreement, describing such Default and stating that such notice is a "notice of default." In no event shall any Agent be liable for any failure or delay in the performance of their respective obligations under this Agreement or any related documents because of circumstances beyond such Agent's control, including, but not limited to, a failure, termination or suspension of a clearing house, securities depositary, settlement system or central payment system in any applicable part of the world or acts of God, flood, war (whether declared or undeclared), civil or military disturbances or hostilities, nuclear or natural catastrophes, political unrest, explosion, severe weather or accident, earthquake, terrorism, fire, riot, labor disturbances, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinance, regulations or the like (whether domestic, federal, state, county or municipal or foreign) which delay, restrict or prohibit the providing of services contemplated by this Agreement or any related documents, or the unavailability of communications or computer facilities, the failure of equipment or interruption of communications or computer facilities, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility, or any other causes beyond the Agent's control whether or not of the same class or kind as specified above.

Nothing in this Agreement or any other Loan Document shall require the Administrative Agent or the Collateral Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder.

The Agents shall have no obligation for (a) perfecting, maintaining, monitoring, preserving or protecting the security interest or Lien granted under the Credit Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby; (b) the filing, re-filing, recording, re-recording, or continuing of any document, financing statement, mortgage, assignment, notice, instrument of further assurance, or other instrument in any public office at any time or times; or (c) providing, maintaining, monitoring, or preserving insurance on or the payment of taxes with respect to any Collateral.

The Agents shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or participant in the Loans or prospective Lender or participant in the Loans is an Ineligible Institution or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Ineligible Institution. The Agents shall not have any responsibility or liability for monitoring the list or identities of, or enforcing provisions relating to compliance by Affiliated Lenders with the terms hereof relating to Affiliated Lenders. Without limiting the generality of the foregoing, the Agents shall not be obligated to ascertain, monitor or inquire as to compliance by Affiliated Lenders with the terms hereof relating to Affiliated Lenders.

Section 10.04 Reliance. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received written notice to the contrary from such Lender prior to the making of such Loan.

Section 10.05 Indemnification. To the extent that any Agent or any Related Party of the foregoing is not reimbursed and indemnified by any Loan Party (and without limiting the obligation of the Loan Parties to do so), the Lenders will indemnify and hold harmless such Agent and such Related Parties from and against any and all Agent Indemnified Matters of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent and such Related Parties in proportion to each Lender's Pro Rata Share (determined as of the time that the applicable indemnity payment is sought (or if such indemnity payment is sought after the date on which the Loans have been paid in full and the Commitments have terminated, in accordance with their respective Pro Rata Shares immediately prior to the date on which the Loans are paid in full and the Commitments have terminated)); provided, however, that no Lender shall be liable for any portion of such Agent Indemnified Matters for which there has been a final non-appealable judicial determination that such liability resulted from such Agent's or such Related Parties gross negligence or willful misconduct; provided, further, however, that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be provided by the Loan Documents) shall be deemed to constitute gross negligence or willful misconduct for the purposes of this Section 10.05. In the case of any investigation, litigation or proceeding giving rise to any Agent Indemnified Matters, this Section 10.05 shall apply whether or not any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limiting the foregoing, each Lender shall reimburse the Agents upon demand for its Pro Rata Share (determined as of the time that the applicable reimbursement is sought (or if such reimbursement payment is sought after the date on which the Loans have been paid in full and the Commitments have terminated, in accordance with its Pro Rata Shares immediately prior to the date on which the Loans are paid in full and the Commitments have terminated)) of any costs or out-of-pocket expenses (including the fees, disbursements and other charges of counsel) incurred by the Agents in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Agents are not reimbursed for such expenses by or on behalf of the Loan Parties; provided that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto;

provided further, that failure of any Lender to indemnify or reimburse the Agents shall not relieve any other Lender of its obligation in respect thereof. Each Lender hereby authorizes the Administrative Agent and Collateral Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent or the Collateral Agent to such Lender from any source against any amount due to the Administrative Agent or the Collateral Agent under this Section 10.05. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, if applicable, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein, any other Lender or maker of a Loan. If applicable, the terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with any Borrower or Affiliate thereof as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent. (a) Any Agent may at any time give at least 30 days prior written notice of its resignation to the Lenders and the Administrative Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Administrative Borrower, to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent. Whether or not a successor Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by such Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such retiring Agent shall instead be made by or to each Lender directly, until such time, if any, as a successor Agent shall have been appointed as provided for above. Upon the acceptance of a successor's Agent's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 12.04 and Section 12.05 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by it while the retiring Agent was acting as Agent.

Section 10.08 Collateral Matters.

(a) [Reserved].

(b) The Lenders hereby irrevocably authorize the Collateral Agent to (1) release any Lien granted to or held by the Collateral Agent upon any Collateral (i) in accordance with the express terms of the Loan Documents; (ii) upon termination of the Total Commitment and payment and satisfaction of all Loans and all other Obligations in accordance with the terms hereof; or (iii) (x) constituting property being sold or disposed of in the ordinary course of any Loan Party's business and otherwise in compliance with the terms of this Agreement and the other Loan Documents; (y) constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or (z) if approved, authorized or ratified in writing by the Lenders or (2) subordinate any Lien on any property granted to or sold by the Collateral Agent to the holder of any Lien on property that is permitted to be subordinated pursuant to the definition of "Permitted Liens". Upon request by the Collateral Agent at any time, the Lenders shall confirm in writing the Collateral Agent's authority to release or subordinate particular types or items of Collateral pursuant to this Section 10.08(b).

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release or subordinate Collateral conferred upon the Collateral Agent under Section 10.08(b). Upon receipt by the Collateral Agent of confirmation from the Required Lenders (or all Lenders if applicable) of its authority to release or subordinate any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Agents and the Lenders upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral under any Loan Document or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and representative of the Agents and the Lenders (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or

payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Debtor Relief Law (including Section 363 of the Bankruptcy Code), to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Money Laundering and Anti-Terrorism Laws, including any programs involving any of the following items relating to or

in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties (including each Affiliated Lender), and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each inspection report (if any) with respect to the Parent or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding the Parent and its Subsidiaries and will rely significantly upon the Parent's and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding the Parent and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.20, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrowers, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by any such Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.13 Collateral Custodian. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent or its designee may at any time and from time to time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent or its designee who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to, and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever the Collateral Agent or its designee may reasonably request to preserve the Collateral.

Section 10.14 Collateral Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due to the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and its agents and counsel, and any other amounts due to the Collateral Agent hereunder and under the other Loan Documents.

Section 10.15 Withholding Taxes. To the extent required by any applicable Requirement of Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the United States Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, withholding Tax ineffective or for any other reason, or if the Administrative Agent

reasonably determines that a payment was made to a Lender pursuant to this Agreement without deduction of applicable withholding Tax from such payment, such Lender shall indemnify the Administrative Agent fully, within 10 days after written demand therefor, for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any penalties or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent a manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this Section 10.15. The agreements in this section 10.15 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

ARTICLE XI
GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrowers now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of any Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding), fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrowers, being the "Guaranteed Obligations"), and agrees to pay (without duplication of any amounts payable under Section 12.04) any and all reasonable and documented out-of-pocket expenses (including reasonable and documented out-of-pocket fees and expenses of one outside counsel and one local counsel in each relevant jurisdiction) incurred by the Agents and the Lenders in enforcing any rights under the guaranty set forth in this ARTICLE XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrowers to the Agents and the Lenders under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Borrower. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Hedge Liabilities. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any bankruptcy, insolvency or other similar law.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Agents or the Lenders with respect thereto. Each Guarantor agrees that this ARTICLE XI constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this ARTICLE XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this ARTICLE XI shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Agent or any Lender;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (other than the defense of payment, but including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Agents or the Lenders that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This ARTICLE XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Agents, the Lenders or any other Person upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this ARTICLE XI and any requirement that the Agents or the Lenders exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Agent or any Lender to seek payment or recovery of any amounts owed under this ARTICLE XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Agent or any Lender protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Agents and the Lenders shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each

Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke thisARTICLE XI, and acknowledges that this ARTICLE XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This ARTICLE XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the payment in full of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Agents, and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments and its Loans owing to it) to any other Person to the extent otherwise permitted hereunder, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this ARTICLE XI, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Agents and the Lenders against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) shall have been paid in full and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) and the Final Maturity Date, such amount shall (A) to the extent Guaranteed Obligations are outstanding, be held in trust for the benefit of the Agents and the Lenders, as applicable, and shall forthwith be paid to the Agents and the Lenders, as applicable, to be credited and applied to such Guaranteed Obligations, in accordance with the terms of this Agreement or (B) promptly be returned to the party which paid such amount. If (i) any Guarantor shall make payment to the Agents and the Lenders of all or any part of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations), (ii) all of the Guaranteed Obligations (other than unasserted contingent indemnification Obligations) shall be paid in full and (iii) the Final Maturity Date shall have occurred, the Agents and the Lenders will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Guaranty. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Guaranty such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date.

"Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to the sum of (a) its pro rata portion of the aggregate amount paid or distributed on or before such date by any Guarantor under this Guaranty in respect of the Guaranteed Obligations and (b) its pro rata portion of Deficits with respect to the other Guarantors, if any, in each case subject to its Maximum Contribution Amount (such amounts under clauses (a) or (b) in excess of the Maximum Contribution Amount with respect to any Guarantor, "Deficits").

"Maximum Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Guaranty that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Maximum Contribution Amount" with respect to any Guarantor for purposes of this Section 11.06, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor.

"Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Guaranty (including, without limitation, in respect of this Section 11.06), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.06. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.06 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.06.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

(a) Notices Generally. All notices and other communications provided for hereunder shall be in writing and shall be mailed (certified mail, postage prepaid and return receipt requested) or delivered by hand, Federal Express or other reputable overnight courier, if to any Loan Party, at the following address:

Snapdragon Capital Partners LLC
17 Palmer Lane
Riverside, CT 06878
Attention: Mark Grabowski
Telephone: 646-321-0134
Email: markg@snapdragoncap.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Joe Hadley
Telephone: 212-450-4007
E-mail: joseph.hadley@davispolk.com

if to the Agents, to it at the following address:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890
Attention: Joseph B. Feil
Telephone: 302-636-6466
Email: jfeil@wilmingtontrust.com

with a copy to:

Arnold & Porter Kaye Scholer LLP
250 West 55th Street
New York, NY 10019
Attention: Alan Glantz
Telephone: 212-836-7253
Email: Alan.Glantz@arnoldporter.com

King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036
Attention: Jenn Daly
Telephone: 212-556-2196
E-mail: jdaly@kslaw.com

or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01. All such notices and other communications shall be effective, (i) if mailed (certified mail, postage prepaid and return receipt requested), when received or three (3) days after deposited in the mails, whichever occurs first, (ii) if emailed, in accordance with Section 12.01(c), or (iii) if delivered by hand, Federal Express or other reputable overnight courier, upon delivery, except that notices to any Agent pursuant to ARTICLE II shall not be effective until received by such Agent, as the case may be.

(b) Electronic Communications. Each party hereto may, in its discretion, by written notice to the other parties hereto decline to accept any or all notices and other communications to it hereunder by electronic communications.

(c) Unless the Administrative Agent otherwise prescribes, (A) notices and other communications sent to ane-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (B) notices or communications posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (A), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(d) (i) The Borrowers agrees that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Lenders by posting the Communications on DebtDomain, Intralinks, Syndtrak or a substantially similar electronic transmission system (the "Platform").

(ii) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non- infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to any Loan Party, any Lender or any other Person or entity for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Loan Party's or the Administrative Agent's transmission of communications through the Platform. "Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrower pursuant to any Loan Document or the transactions contemplated therein which is distributed to the Administrative Agent or any Lender by means of electronic communications pursuant to this Section, including through Platform.

Section 12.02 Amendments, Etc. (a) No amendment or waiver of any provision of this Agreement or any other Loan Document (excluding the Agent Fee Letter), and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed (x) in the case of an amendment, consent or waiver to cure any ambiguity, omission, defect or inconsistency or granting a new Lien for the benefit of the Agents and the Lenders or extending an existing Lien over additional property, by the Agents and the Borrower, and (y) in the case of any other amendment, consent or waiver, by the Required

Lenders (or by the Administrative Agent with the consent of the Required Lenders) and the Borrower, and acknowledged by the Administrative Agent, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, provided, however, that no amendment, waiver or consent shall (i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of each Lender, or postpone or extend any scheduled date fixed for any payment (which shall in no event include any mandatory prepayment) of principal of, or interest or fees on, the Loans without the written consent of any Lender affected thereby (including the Affiliated Lenders), (ii) change any term or provision herein to permit open market purchases, permitted debt exchanges or other similar type transaction that would permit the purchase or repurchase of the Term Loans in an amount other than as set forth in "Pro Rata Share" without the consent of each Lender, (iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender (other than the Affiliated Lenders), (iv) amend the definition of "Excluded Hedge Liability" (or any defined term used therein or any provision expressly relating to Excluded Hedge Liabilities), "Required Lenders" or "Pro Rata Share" without the written consent of each Lender (other than the Affiliated Lenders), (v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), or release any Borrower or any Guarantor without the written consent of each Lender (other than the Affiliated Lenders), (vi) amend, modify or waive Section 4.04 or this Section 12.02 of this Agreement without the written consent of each Lender (other than the Affiliated Lenders) or (vii) subordinate (x) the Liens securing any of the Obligations to the Liens securing any other Indebtedness or other obligations or (y) any Obligations in contractual right of payment to any other Indebtedness or other obligations (any such other Indebtedness or other obligations, to which such Liens securing any of the Obligations or such Obligations, as applicable, are subordinated, "Senior Indebtedness"), in either the case of subclause (x) or (y), unless each adversely affected Lender has been offered a bona fide opportunity to fund or otherwise provide its pro rata share (based on the amount of Obligations that are adversely affected thereby held by each Lender) of the Senior Indebtedness on the same terms (other than reimbursement of counsel fees and other professional expenses in connection with the negotiation of the terms of such transaction; such fees and expenses, "Ancillary Fees") as offered to all other providers (or their Affiliates) of the Senior Indebtedness and to the extent such adversely affected Lender decides to participate in the Senior Indebtedness, receive its pro rata share of the fees and any other similar benefit (other than Ancillary Fees) of the Senior Indebtedness afforded to the providers of the Senior Indebtedness (or any of their Affiliates) in connection with providing the Senior Indebtedness pursuant to a written offer made to each such adversely affected Lender describing the material terms of the arrangements pursuant to which the Senior Indebtedness is to be provided, which offer shall remain open to each adversely affected Lender for a period of not less than five (5) Business Days from the date such Lender is initially contacted.

Notwithstanding the foregoing, (A) no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent under this Agreement or the other Loan Documents, (B) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Final Maturity Date of such Loan held by the Defaulting Lender may not be extended without the consent of such Defaulting Lender, (C) unless otherwise set forth above in this Section 12.02, the

Affiliated Lenders shall not be entitled to vote on any amendment, waiver, consent or other matter under this Agreement, (D) for the purposes of voting on amendments, waivers and consents with respect to the Loan Documents, except as provided in clauses (B) and (C) above, the Defaulting Lenders and the Affiliated Lenders shall be deemed not to be "Lenders" and the Loans held by the Affiliated Lenders and Defaulting Lenders shall be deemed to be zero and (E) any amendment or modification to the Agent Fee Letter, or waiver of any rights or privileges thereunder, shall only require the consent of the Borrowers and the Agents party thereto.

Notwithstanding anything else in this Agreement and whether or not the Borrowers or Guarantors are in bankruptcy, all Lenders will have the right to participate their Pro Rata Share in any additional capital invested by any of the other Lenders on the same terms as any other Lender (other than Ancillary Fees) if such new capital is (i) pari passu or senior in right of lien priority on any of the assets of the Borrowers or any of their Subsidiaries as compared to the Liens granted to the Administrative Agent pursuant to the Security Agreement or (ii) has a contractual right of payment that is pari passu or senior to (x) the Obligations or (y) any security or loan received from or in exchange for the Term Loans. The offer to participate in any such transaction for a Lender will be available for a period of at least five (5) Business Days from when such Lender has been contacted about such new capital.

(b) If (A)(i) any action to be taken by the Lenders hereunder requires the unanimous consent, authorization, or agreement of all of the Lenders (other than the Affiliated Lenders), (ii) the Required Lenders have consented to such action and (iii) a Lender other than the Collateral Agent or Administrative Agent, fails to give its consent, authorization, or agreement, or (B) any Lender requests reimbursement under Section 2.08 or Section 4.05 (each of the Lenders described in clauses (A) and (B), a "Holdout Lender"), then the Administrative Borrower upon at least five (5) Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute Replacement Lenders reasonably acceptable to the Required Lenders and the Administrative Agent, and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and the Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or penalty. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 12.07(b). Until such time as the Replacement Lender shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of the Loans.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the

other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Attorneys' Fees. The Borrowers shall pay promptly, and in any event within ten (10) Business Days of delivery of an invoice, all reasonable and documented out-of-pocket costs and expenses incurred by or on behalf of each Agent and the Lenders (and, without duplication, in the case of clauses (b) through (j) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable and documented out-of-pocket fees, costs, client charges and expenses of (x) one outside counsel and one local counsel in each relevant jurisdiction for the Agents and (y) one outside counsel and one local counsel in each relevant jurisdiction for the Lenders (taken as a whole) (and, without duplication, in the case of clauses (b) through (j) below, each Lender), accounting, due diligence, searches and filings and other miscellaneous disbursements arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to in Section 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of the Agents' or any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party under the Loan Documents, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral, in connection with this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party or Guarantor under the Loan Documents, (j) all liabilities and costs arising from or in connection with the past, present or future operations of any Loan Party involving any damage to real or personal property or natural resources or harm or injury alleged to have resulted from any Release of Hazardous Materials on, upon or into such property, (k) any Environmental Liabilities and Costs incurred in connection with the investigation, removal, cleanup and/or remediation of any Hazardous Materials present or arising out of the operations of any Facility of any Loan Party, (l) any Environmental Liabilities and Costs incurred in connection with any Environmental Lien, (m) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (n) the receipt by any Agent or, in the case of clauses (b) through (i) above, any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrowers agree to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents, and (y) if the Borrowers fail to perform any covenant

or agreement contained herein or in any other Loan Document, any Agent may itself (but shall not be required to) perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrowers. The obligations of the Borrowers under this Section 12.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent or such Lender to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not such Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured. Each Agent and each Lender agrees to notify such Loan Party (and in the case of a set-off by a Lender, the Administrative Agent) promptly after any such set-off and application made by such Agent or such Lender provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents and the Lenders under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and the Administrative Agent and any such assignment without the Lenders' and the Administrative Agent's prior written consent shall be null and void and no Lender may assign or transfer any of its rights hereunder or under the other Loan Documents except (i) to an assignee in accordance with the provisions of Section 12.07(b) and (ii) by way of participation in accordance with the provisions of Section 12.07(i).

(b) Each Lender may with the written consent of the Administrative Agent, assign to (i) one or more Eligible Transferees and (ii) if an Event of Default under Sections 9.01(a), (f) or (g) has occurred and is continuing, one or more Ineligible Institutions, in each case, all or a portion of its rights and obligations under this Agreement with respect to all or a portion of its Term Loan Commitment and any portion of the Term Loans made by it (provided that assignments to Affiliated Lenders shall not require the consent of the Administrative Agent); provided, however, that (i) any such assignment under clause (i) above shall require the prior

consent of the Administrative Borrower (which consent shall not be unreasonably withheld, conditioned or delayed nor shall it be required during the existence of an Event of Default), (ii) such assignment is in an amount which is at least $5,000,000 or a multiple of $1,000,000 in excess thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (x) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (y) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof), (iii) the parties to each such assignment shall execute and deliver to each Agent, an Assignment and Acceptance, and such parties shall deliver to the Administrative Agent, for the benefit of the Administrative Agent, a processing and recordation fee of $5,000 (provided that the Administrative Agent, in its sole discretion, may elect to waive or reduce such processing and recordation fee), (iv) any such assignment shall require the consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed; provided, that no written consent of the Collateral Agent, the Administrative Agent or the Administrative Borrower shall be required (1) in connection with any assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (2) if such assignment is in connection with any merger, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender and (v) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent any tax forms required by Section 2.08 and an Administrative Questionnaire. Upon such execution, delivery and acceptance, from and after the effective date specified in each Assignment and Acceptance and recordation in the Register, (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) Notwithstanding the foregoing or anything to the contrary set forth herein, no assignment shall be made at any time to any Defaulting Lender or any of its Subsidiaries or Affiliates, or any Person who, upon becoming a Lender would constitute a Defaulting Lender.

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and

decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(d) The Administrative Agent shall, acting solely for this purpose as anon-fiduciary agent of the Borrowers, maintain, or cause to be maintained at one of its offices in the United States, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon) (the "Registered Loans") owing to each Lender from time to time. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrowers, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Administrative Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance and the processing and recordation fee (if applicable) and other items required to be delivered to the Administrative Agent Section 12.07(b), and subject to any consent required from the Administrative Agent pursuant to Section 12.07(b) (which consent of the Administrative Agent must be evidenced by the Administrative Agent's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register.

(f) A Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on Register (and each registered note shall expressly so provide). Any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register. Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any, evidencing the same), the Agents shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered on the Register as the owner thereof for the purpose of receiving all payments thereon, notwithstanding notice to the contrary.

(g) In the event that any Lender sells participations in a Registered Loan, such Lender shall, acting for this purpose as anon-fiduciary agent on behalf of the Borrowers, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Registered Loans held by it and the principal amount (and stated interest thereon) of the portion of the Registered Loan that is the subject of the participation (the "Participant Register"). A Registered Loan (and the registered note, if any, evidencing the same)

may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Administrative Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(h) Any Non-U.S. Lender who purchases or is assigned or participates in any portion of such Registered Loan shall comply with Section 2.08(d).

(i) Each Lender may sell participations to (x) one or more Eligible Transferees and (y) if an Event of Default under Sections 9.01(a), (f) or (g) has occurred and is continuing, one or more Ineligible Institutions, in each case, in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged and that any such participant shall not be entitled to receive any greater payment or benefit hereunder than such Lender would have been entitled to receive with respect to the participation sold to such participant unless the sale of such participation is made with the Administrative Borrower's prior written consent; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrowers, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Loans, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or any Loan Party (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be entitled to the benefits of Section 2.08, subject to the obligations and limitations set forth thereunder; provided that the Administrative Borrower shall be notified of such participation and such participant shall agree, for the benefit of the Borrowers, to comply with Section 2.08(d) of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it was a Lender.

(j) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to, or other indebtedness issued by, such Lender pursuant to a securitization transaction (including any structured warehouse credit facility, collateralized loan obligation transaction or similar facility or transaction, and including any further securitization of the indebtedness or equity issued under such a transaction) (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect a Securitization, including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or any Securitization.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party may request in writing that parties delivering an executed counterpart of this Agreement by electronic mail also deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADMINISTRATIVE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01 AND TO THE SECRETARY OF STATE OF THE STATE OF NEW YORK, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. THE LOAN PARTIES AGREE THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY, EACH AGENT AND THE LENDERS HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT

REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY, EACH AGENT AND THE LENDERS HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender (other than an Affiliated Lender), in its reasonable discretion, with or without any reason.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Agent or any Lender for repayment or recovery of any amount or amounts received by such Agent or such Lender in payment or on account of any of the Obligations, such Agent or such Lender shall give prompt notice of such claim to each other Agent and Lender and the Administrative Borrower, and if such Agent or such Lender repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Agent or such Lender or any of its property, or (ii) any good faith

settlement or compromise of any such claim effected by such Agent or such Lender with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Agent or such Lender hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Agent or such Lender.

Section 12.15 Indemnification.

(a) General Indemnity. In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Agent and each Lender and all of their respective Related Parties (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable and documentedout-of-pocket costs and expenses (including, without limitation, reasonable and documented out-of-pocket costs and expenses of (i) one outside counsel and one local counsel to the Agents and the Related Parties in each relevant jurisdiction and (ii) one outside counsel and one local counsel to the other Indemnitees (taken as a whole) in each relevant jurisdiction) incurred by such Indemnitees, whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document or of any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrowers under this Agreement or the other Loan Documents, including, without limitation, the management of any such Loans, (iii) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter (x) caused by the gross negligence or willful misconduct of such Indemnitee as determined by a finalnon-appealable judgment of a court of competent jurisdiction, or (y) arising from disputes solely among the Agents, the Lenders (other than the Affiliated Lenders) and their respective participants(other than disputes involving claims by or against the Administrative Agent or the Collateral Agent, in each case, in their respective capacities as such) that do not involve an act or omission by any Loan Party or any Subsidiary or Affiliate thereof or (z) other than in the case of the Agents and their Related Parties, that has resulted from an intentional breach of such Indemnitee's obligations under this Agreement as determined by a final non-appealable judgment of a court of competent jurisdiction. This Section 12.15(a) shall not apply with respect to Taxes other than any Taxes that represent losses, damages, etc. arising from any non-Tax claim.

(b) Environmental Indemnity. Without limiting Section 12.15(a) hereof, each Loan Party agrees to, jointly and severally, defend, indemnify, and hold harmless the Indemnitees against any and all Environmental Liabilities and Costs and all other claims, demands, penalties, fines, liability (including strict liability), losses, damages, costs and expenses (including, reasonable and documented out-of-pocket fees and expenses of one outside counsel and one local counsel to the Agents and their Related Parties in each relevant jurisdiction, one outside counsel and one local counsel to the other Indemnitees (taken as a whole)in each relevant jurisdiction, consultant fees and laboratory fees), arising out of (i) any Releases or threatened Releases (x) at any property presently or formerly owned or operated by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest, or (y) of any Hazardous Materials generated and disposed of by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; (ii) any violations of Environmental Laws by or relating to any Loan Party; (iii) any Environmental Action relating to any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; (iv) any personal injury (including wrongful death) or property damage (real or personal) arising out of exposure to Hazardous Materials used, handled, generated, transported or disposed by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; and (v) any breach of any warranty or representation regarding environmental matters made by the Loan Parties in Section 6.01(r) or the breach of any covenant made by the Loan Parties in Section 7.01(j) (all of the foregoing, collectively, "Environmental Indemnified Matters"). Notwithstanding the foregoing, the Loan Parties shall not have any obligation to any Indemnitee under this subsection (b) regarding any potential environmental matter covered hereunder which is caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(c) To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters and Environmental Indemnified Matters incurred by the Indemnitees. The indemnities set forth in this Section 12.15 shall survive the repayment of the Obligations, termination of the Loan Documents and discharge of any Liens granted under the Loan Documents.

Section 12.16 Administrative Borrower. Each Borrower hereby irrevocably appoints Xponential Fitness LLC as the borrowing agent and attorney-in-fact for the Borrowers (the "Administrative Borrower") which appointment shall remain in full force and effect unless and until the Agents shall have received prior written notice signed by all of the Borrowers that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes the Administrative Borrower (i) to provide to the Agents and receive from the Agents all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and (ii) to take such action as the Administrative Borrower deems appropriate on its behalf to obtain Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Collateral of the Borrowers in a combined fashion, as more fully set forth herein, is done solely as an accommodation to the Borrowers in order to utilize the collective borrowing powers of the Borrowers in the most efficient and economical manner and at their request, and that neither the Agents nor the Lenders shall incur liability to the Borrowers as a result hereof. Each of the Borrowers expects to derive benefit, directly or indirectly, from the handling of the Collateral in a combined fashion since the successful operation of each Borrower

is dependent on the continued successful performance of the integrated group. To induce the Agents and the Lenders to do so, and in consideration thereof, each of the Borrowers hereby jointly and severally agrees to indemnify the Indemnitees and hold the Indemnitees harmless against any and all liability, expense, loss or claim of damage or injury, made against such Indemnitee by any of the Borrowers or by any third party whosoever, arising from or incurred by reason of (a) the handling of Collateral of the Borrowers as herein provided, (b) the Agents and the Lenders relying on any instructions of the Administrative Borrower, or (c) any other action taken by any Agent or any Lender hereunder or under the other Loan Documents.

Section 12.17 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section 2.06 hereof, including, without limitation, the fees set forth in the Agent Fee Letter and the Applicable Prepayment Premium, if any, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.18 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Agent and each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.19 Interest. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender, as applicable, to the Borrowers); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Agent or such Lender, as applicable, as of the date of such

acceleration or prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrowers). All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (x) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.19 and (y) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.19.

For purposes of this Section 12.19, the term "applicable law" shall mean that law in effect from time to time and applicable to the loan transaction between the Borrowers, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.20 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and each of its Related Parties) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable banks or commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure by any Agent or any Lender of any such information (i) to its Affiliates, its Related Parties or the Related Parties of any Person described in clause (ii) or (iii) below) (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.20 or is subject to other customary confidentiality obligations); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization so long as

such assignee or participant (or prospective assignee or participant) or party to a Securitization agrees, in writing, to be bound by or is otherwise subject to customary confidentiality obligations (including, without limitation, confidentiality provisions similar in substance to this Section 12.20); (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority having jurisdiction over such Person; (v) (x) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency or (y) otherwise to the extent consisting of general portfolio information that does not identify Loan Parties; provided, unless specifically prohibited by applicable law or court order, each Agent and each Lender shall make reasonable efforts to notify the Borrower of any request by any Governmental Authority or representative thereof; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, in each case, solely to the extent necessary in connection therewith; or (viii) with the consent of the Administrative Borrower.

Section 12.21 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required by any Requirement of Law (in which event, such Loan Party or such Affiliate will consult with such Agent or such Lender before issuing such press release or other public disclosure; provided, that any failure of such Loan party or such Affiliate to consult with such Agent or such Lender shall not result in an Event of Default hereunder). Notwithstanding the foregoing or anything contained herein to the contrary, the Parent or any parent company of the Parent may include a summary of this Agreement or any other Loan Document in, and file copies thereof as exhibits to, any registration statement that it submits or files under the Securities Act of 1933, as amended, or filings it makes or furnishes under the Exchange Act. Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrowers, to advertise the closing of the transactions contemplated by this Agreement, and to make reasonably appropriate announcements of the financial arrangements entered into among the parties hereto, as such Agent or such Lender shall deem reasonably appropriate, including, without limitation, announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem reasonably appropriate.

Section 12.22 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.23 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act and each Agent hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Borrowers, which information includes the name and address of each such entity and other information that will allow such

Lender or Agent to identify the entities composing the Borrowers in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

Section 12.24 Keepwell. Each Loan Party, if it is a Qualified ECP Loan Party, then jointly and severally, together with each other Qualified ECP Loan Party, hereby absolutely unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Non-Qualifying Party to honor all of such Non-Qualifying Party's obligations under this Agreement or any other Loan Document in respect of Swap Obligations (provided, however, that each Qualified ECP Loan Party shall only be liable under this Section 12.24 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 12.24, or otherwise under this Agreement or any other Loan Document, voidable under applicable law, including applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Loan Party under this Section 12.24 shall remain in full force and effect until payment in full of the Obligations and termination of this Agreement and the other Loan Documents. Each Qualified ECP Loan Party intends that this Section 12.24 constitute, and this Section 12.24 shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of each other Borrower and Guarantor for all purposes of Section 1a(18(A)(v)(II) of the CEA.

Section 12.25 Released Loan Party. Notwithstanding anything herein to the contrary, a Loan Party (the 'Released Loan Party") shall be automatically released from its obligations under this Agreement in the event that all or any portion of the Equity Interests of the Released Loan Party shall be sold, transferred or otherwise disposed pursuant to clauses (i) and (j) of the definition of "Permitted Disposition," and the parties hereby acknowledge and agree that each reference to a "Loan Party" or the "Loan Parties" in this Agreement shall not include such Released Loan Party.

Section 12.26 Electronic Signatures. This Agreement, any other Loan Document and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement or any other Loan Document (each, for purposes of this Section 12.26, a "Specified Communication"), including Specified Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Loan Parties agrees that any Electronic Signature on or associated with any Specified Communication shall be valid and binding each of the Loan Parties to the same extent as a manual, original signature, and that any Specified Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of each of the Loan Parties enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Specified Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Specified Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent, the Collateral Agent and each of the Lenders of a manually signed paper Specified Communication which has

been converted into electronic form (such as scanned into PDF format), or an electronically signed Specified Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent, the Collateral Agent and each of the Lenders may, at its option, create one or more copies of any Specified Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of the such Person's business, and destroy the original paper document. All Specified Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, neither the Administrative Agent nor the Collateral Agent is under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent or Collateral Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent or Collateral Agent has agreed to accept such Electronic Signature, the Administrative Agent, the Collateral Agent and each of the Lenders shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party without further verification and (b) upon the request of the Administrative Agent, the Collateral Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWERS:

XPONENTIAL FITNESS LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

GUARANTORS:

XPONENTIAL INTERMEDIATE HOLDINGS, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

CLUB PILATES FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

CYCLEBAR HOLDCO, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

CYCLEBAR FRANCHISING, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

CYCLEBAR WORLDWIDE INC.

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

STRETCH LAB FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

ROW HOUSE FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

YOGA SIX FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

AKT FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

PB FRANCHISING, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

STRIDE FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

XPONENTIAL FITNESS BRANDS INTERNATIONAL, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

RUMBLE FRANCHISE, LLC

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

COLLATERAL AGENT AND ADMINISTRATIVEAGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent

By: /s/ Joseph B. Feil
Name: Joseph B. Feil
Title: Vice President

MSD XPO PARTNERS, LLC,
as Lender,

By: /s/ Kenneth Gerold
Name: Kenneth Gerold
Title: Authorized Signatory

MSD PCOF Partners XXXIX, LLC,
as Lender,

By: /s/ Kenneth Gerold
Name: Kenneth Gerold
Title: Authorized Signatory

DELALV CAYMAN C-2, LTD.,
as Lender,

By:

By: /s/ Marianna Fassinotti
Name: Marianna Fassinotti
Title: Authorized Signatory

[Signature Pages to Financing Agreement]

SCHEDULES

Schedule 1.01(A)	Lenders' Commitments
Schedule 1.01(B)	Earnouts
Schedule 6.01(e)	Capitalization; Subsidiaries
Schedule 6.01(f)	Litigation; Commercial Tort Claims
Schedule 6.01(i)	ERISA
Schedule 6.01(l)	Nature of Business
Schedule 6.01(o)	Real Property and Facilities
Schedule 6.01(q)	Franchise Matters
Schedule 6.01(r)	Environmental Matters
Schedule 6.01(s)	Insurance
Schedule 6.01(v)	Bank Accounts
Schedule 6.01(w)	Intellectual Property
Schedule 6.01(x)	Material Contracts
Schedule 6.01(dd)	Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN
Schedule 6.01(ee)	Collateral Locations
Schedule 7.01(s)	Post-Closing Obligations
Schedule 7.02(a)	Existing Liens
Schedule 7.02(b)	Existing Indebtedness
Schedule 7.02(c)	Capitalized Lease Obligations
Schedule 7.02(e)	Existing Investments
Schedule 7.02(j)	Transactions with Affiliates
Schedule 7.02(k)	Limitations on Dividends and Other Payment Restrictions
Schedule 8.01	Cash Management Banks/Cash Management Accounts

Schedule 1.01(A)

Lenders' Commitments

Lenders	Initial Term Loan Commitment	Initial Term Loan Commitment Percentage
MSD PCOF Partners XXXIX, LLC	$68,046,808.51	32.097551%
MSD XPO Partners, LLC	$83,953,191.49	39.600562%
DELALV CAYMAN C-2, LTD.	$60,000,000.00	28.301887%
Total	**$ 212,000,000**	**100%**

Schedule 1.01(B)

Earnouts

1. Cycle Bar cash payments of $5,000,000 and $2,500,000, in each case, plus applicable interest and based upon achieving specific results by September 2022.

2. Stretch Lab Franchise, LLC phantom equity payment to the seller of 20% (share of operational or change of control distributions, subject to distribution thresholds). As a result of the September 2019 settlement, Xponential Fitness LLC will make $6,500,000 in payments to sellers. A payment of $1,000,000 was made in September 2019. Quarterly payments of $687,500 will continue through September 2021.

3. Row House Franchise, LLC phantom equity payment to the seller of 20% (share of operational or change of control distributions, subject to distribution thresholds). As of December 31, 2020, the contingent consideration was estimated at $300,000.

4. Yoga Six Franchise, LLC cash payment of $1,000,000 to be paid in $100,000 installments, monthly, in 2021 until repaid, with 10% interest on unpaid amounts.

5. AKT Franchise, LLC phantom equity payment to the seller of 20% of common equity (share of operational or change of control distributions, subject to distribution thresholds).

6. Stride Franchise, LLC performance payments to the seller of up to $1,000,000 ($250,000 of which has accrued based on remaining potential milestones to be achieved) for the opening of additional studios subject to certain milestones.

7. Club Pilates Franchise, LLC phantom equity payment to the participant pursuant to the Phantom Equity Plan Letter, dated as of September 26, 2017, as amended, supplemented or otherwise modified. Additional phantom equity letter signed January 8, 2021.

Schedule 6.01(e)

Capitalization; Subsidiaries

Issuer	Grantor/Holder	Interest to be Pledged	Certificate Nos.
Xponential Fitness LLC	Xponential Intermediate Holdings, LLC	100% of the Membership Interests	N/A
Club Pilates Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
CycleBar Holdco, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
CycleBar Franchising, LLC	CycleBar Holdco, LLC	100% of the Membership Interests	N/A
CycleBar Worldwide Inc.	CycleBar Holdco, LLC	665 Common Shares (which constitutes all of the Common Shares held outside of the treasury of the Company)	25
AKT Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
Row House Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
Stretch Lab Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
Yoga Six Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
PB Franchising, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
Stride Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
Xponential Fitness Brands International, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
Rumble Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests	N/A
CycleBar Canada Franchising, ULC	CycleBar Worldwide Inc.	65% of the Equity Interests	N/A
Row House Tustin, LLC*	Row House Franchise, LLC	0% of the Equity Interests	N/A
Yoga Six Studio, LLC*	Yoga Six Franchise, LLC	0% of the Equity Interests	N/A

AKT Studio, LLC*	AKT Franchise, LLC	0% of the Equity Interests	N/A
PB 1001, LLC*	PB Franchising, LLC	0% of the Equity Interests	N/A
YW Acquisition, LLC*	Xponential Fitness LLC	0% of the Equity Interests	N/A

* Immaterial Subsidiary

Schedule 6.01(f)

Litigation; Commercial Tort Claims

Frank B. Hine v Xponential Fitness, Inc., a Delaware Corporation. Case ID:30-2020-01176106- CU-OE-CXC. Filing Date 12/23/2020

Schedule 6.01(i)

ERISA

None.

Schedule 6.01(l)

Nature of Business

The Loan Parties consist of boutique fitness franchisors in the United States, which partner with franchisees to make specialized workouts in motivating and community-based environments broadly accessible. The Loan Parties provide franchisees extensive support to help maximize the performance of their studios.

Schedule 6.01(o)

Real Property and Facilities

Company	Location	Leasehold or Fee	Lessor or Mortgagee	Lease or Mortgage Term	Other Liens
Xponential Fitness LLC	3001 Red Hill Avenue, Building 1, Suite 103, Costa Mesa CA, 92626	Leasehold	Orange County Department of Education Facilities Corporation	Leased	None
Xponential Fitness LLC	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	Leasehold	Quintana Office Property, LLC	Leased	None
Xponential Fitness LLC	2270 Northwest Parkway #120, Marietta, GA	Leasehold	Avistone Northwest, LLC	Leased	None
Xponential Fitness LLC	3186 Pullman St., Costa Mesa, CA 92626 (5275 sf warehouse)	Leasehold	Watermark OC Church	Leased	None
Xponential Fitness LLC	3186 Pullman St., Costa Mesa, CA 92626 (3653 sf warehouse expansion)	Leasehold	Watermark OC Church	Leased	None
Xponential Fitness LLC	154 Magnolia Street, Spartanburg, SC 29306	Leasehold	Johnson Development Associates, Inc.	Leased	None

Schedule 6.01(q)

Franchise Matters

Material Franchise Agreements	Address	Telephone Number
Master Franchise Agreement, dated as of December 26, 2019, between Xponential Fitness Brands International, LLC (Franchisor) and Club Pilates Japan Co. Ltd. (Master Franchisee)	Marunouchi Kitaguohi Building 9F, 1-6-3 Marunouchi, Chiyoda-ku, Tokyo 100-0005, Japan	(+91) 03-3214-2110
Master Franchise Agreement between Xponential Fitness Brands International, LLC (Franchisor) and IdeaLink (Singapore) Pte. Ltd. (Master Franchisee)	Pte. Ltd., 15 Nassim Road #04-05, Nassim Park Residences, Singapore 258386	(+65) 9017-7902
Master Franchise Agreement between Xponential Fitness Brands International, LLC (Franchisor) and Steven Christopher Lee (Master Franchisee)	Taman Duta Dua, No. 9, Jakarta Selatan, 12310, Indonesia	(+62) 811-3115-3577
Master Franchise Agreement between Xponential Fitness Brands International, LLC (Franchisor) and First Agility Company, LLC (Master Franchisee)	Ezdihar Building, King AbdulAziz Road, Riyadh, Kingdom of Saudi Arabia	N/A
Master Franchise Agreement between Xponential Fitness Brands International, LLC (Franchisor) and INOS 19-057 (n/k/a LFG – XPO GmbH) (Master Franchisee)	Hanauer Landstr. 148a, 60314 Frankfurt am Main, Germany	(+49) 0-69-4080-160-00
Area Development Agreement between PB Franchising, LLC (Franchisor) and PB Metro LLC (Developer)	200 Clarendon St, FL 26th, Boston, MA 02116	N/A
Master Franchise Agreement between Xponential Fitness Brands International, LLC (Franchisor) and Pilatex Pty LTD (Master Franchisee)	16 Shady Grove Tanawha Queensland 4556 Australia	(+61) 499-297-7370
Area Development Agreement between Xponential Fitness Brands International, LLC (Franchisor) and Woodcore S.A.S. (Developer)	Avenida Nuñez de Cáceres, Esquina Calle Primera San Geronimo Santo Domingo, Dominican Republic	N/A

Material Franchise Agreements	Address	Telephone Number
Master Franchise Agreement between Xponential Fitness Brands International, LLC (Franchisor) and Spin X Operations Pty. Ltd. (Master Franchisee)	Unit 3, 110 Jersey Street Jolimont Western Australia 6014	(+61) 400-242-090
Master Franchise Agreement between Xponential Fitness Brnds International, LLC (Franchisor) and Stretch X Operations Pty Ltd (Master Franchisee)	Unit 3, 110 Jersey Street Jolimont Western Australia 6014	(+61) 400-242-090
Master Franchise Agreement between Xponential Fitness Brnds International, LLC (Franchisor) and Ibero Group, Sociedad Limitada (Master Franchisee)	Carrer D'Alacant 3, Bajos lo Castelldefels, 08860 Barcelona, Spain	(+34) 666-719-470

Schedule 6.01(r)

Environmental Matters

None.

Schedule 6.01(s)

Insurance

Insuring Company	Insured	Policy Number	Policy Type
Philadelphia Indemnity Insurance Company and Property and Casualty Insurance Company of Hartford	Xponential Fitness, LLC	PHPK1720384-004	Commercial General Liability
Philadelphia Indemnity Insurance Company	Xponential Fitness, LLC	PHPK2200732	Automobile Liability and Property Insurance
Philadelphia Indemnity Insurance Company and Property and Casualty Insurance Company of Hartford	Xponential Fitness, LLC	PHUB744483	Umbrella Liability
Philadelphia Indemnity Insurance Company and Property and Casualty Insurance Company of Hartford	Xponential Fitness, LLC	59 WE AC40C8	Workers Compensation and Employers' Liability

Schedule 6.01(v)

Bank Accounts

Company	Bank or Broker	Address	Account No.	Account Type
Club Pilates Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100, Newport Beach, CA 92660	591001167	Operating
Club Pilates Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591001906	Marketing Fund
Club Pilates Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004662	Payroll
Club Pilates Franchise, LLC	Pacific Western Bank	130 South State College, Brea, CA 92821	0195121593	Operating
CycleBar Franchising LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002791	Operating
CycleBar Franchising LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002805	Payroll
CycleBar Franchising LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002813	Marketing Fund
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003194	Operating
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003968	Operating
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003798	Operating
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003208	Payroll

AKT Marketing Fund	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591005336	Marketing Fund
Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002732	Operating
Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002988	Marketing Fund
Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002740	Payroll
Stretch Lab Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002589	Operating
Stretch Lab Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002996	Marketing Fund
Stretch Lab Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002597	Payroll
Xponential Fitness LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002503	Operating
Xponential Fitness LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002511	Payroll
Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003801	Operating
Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003828	Payroll

Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004344	Marketing Fund
Stride Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002112	Operating
Stride Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004239	Marketing Fund
Stride Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004247	Payroll
Xponential Fitness Brands International, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004409	Operating
PB Franchising, LLC	First National Bank	First National Bank, 4040 E. State Street, Hermitage, PA 16148	52313263	Operating
PB Franchising, LLC	First National Bank	First National Bank, 4040 E. State Street, Hermitage, PA 16148	52313301	Operating
Rumble Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591005960	Operating
Xponential Fitness LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591102281	Reserve

Schedule 6.01(w)

Intellectual Property

A. Patents: None.

B. U.S. Trademarks

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registratio
XPONENTIAL FITNESS LLC	XPONENTIAL FITNESS	88133429	5756269	9/26/2018	Pending
XPONENTIAL FITNESS LLC	XPASS	88776188	NA	1/28/2020	Pending
XPONENTIAL FITNESS LLC	GO	88723171	NA	12/11/2019	Pending
CLUB PILATES FRANCHISE, LLC	IT COMES FROM THE CORE	88615195	NA	9/12/2019	Pending
CLUB PILATES FRANCHISE, LLC	GO	88710343	NA	11/29/2019	Pending
CLUB PILATES FRANCHISE, LLC	*IT COMES FROM CLUB PILATES*	88615193	NA	9/12/2019	Pending
CLUB PILATES FRANCHISE, LLC	*EVERYBODY NEEDS PILATES*	88194253	5780902	11/14/2018	6/18/2019
CLUB PILATES FRANCHISE, LLC		87008560	5090777	4/20/2016	11/29/2016
CLUB PILATES FRANCHISE, LLC	CLUB PILATES	85504045	4255517	12/27/2011	12/4/2012

CLUB PILATES FRANCHISE, LLC	CLUB PILATES 	85831838	4406173	1/24/2013	9/24/2013
CLUB PILATES FRANCHISE, LLC		85504071	4190273	12/27/2011	8/14/2012
CLUB PILATES FRANCHISE, LLC	CLUB PILATES	87008677	5320156	4/21/2016	10/31/2017
CLUB PILATES FRANCHISE, LLC	 CLUB PILATES	87008581	5320155	4/20/2016	10/31/2017
CLUB PILATES FRANCHISE, LLC	DO PILATES. DO LIFE.	87008564	5337927	4/20/2016	11/21/2017
CLUB PILATES FRANCHISE, LLC	DO PILATES. DO LIFE.	87006969	5337925	4/20/2016	11/21/2017
CLUB PILATES FRANCHISE,	CLUB PILATES	87015270	5304311	4/26/2016	10/10/2017
CLUB PILATES FRANCHISE, LLC	DO PILATES. DO LIFE.	87010187	5337929	4/22/2016	11/21/2017
CLUB PILATES FRANCHISE, LLC	CLUB PILATES	87960573	5701542	6/13/2018	3/19/2019
CLUB PILATES FRANCHISE, LLC	CLUB PILATES ON DEMAND	87960579	5674452	6/13/2018	2/12/2019
CLUB PILATES FRANCHISE, LLC		87960583	5674453	6/13/2018	2/12/2019
CYCLEBAR FRANCHISING, LLC	CLIP INTO YOUR POWER	90266825	NA	10/20/2020	Pending
CYCLEBAR FRANCHISING, LLC	CLIP INTO YOUR PURPOSE	90266822	NA	10/20/2020	Pending

CYCLEBAR FRANCHISING, LLC	CLIP INTO YOUR STRENGTH	90266814	NA	10/20/2020	Pending
CYCLEBAR FRANCHISING, LLC	CLIP INTO POSSIBILITY	90255323	NA	10/14/2020	Pending
CYCLEBAR FRANCHISING, LLC	UNITED BY THE BEAT, FUELED BY THE RIDE	88466996	NA	6/10/2019	Pending
CYCLEBAR FRANCHISING, LLC		88710348	NA	11/29/2019	Pending
CYCLEBAR FRANCHISING, LLC		88079082	NA	8/15/2018	Pending
CYCLEBAR FRANCHISING, LLC		88078138	NA	8/14/2018	Pending
CYCLEBAR FRANCHISING, LLC		88078098	NA	8/14/2018	Pending
CYCLEBAR FRANCHISING, LLC		88078011	NA	8/14/2018	Pending
CYCLEBAR FRANCHISING, LLC		88012318	NA	6/23/2018	Pending
CYCLEBAR FRANCHISING, LLC	CYCLEBAR	88133435	5733930	9/26/2018	4/23/2019
CYCLEBAR FRANCHISING, LLC	CYCLEGIVES	88116285	NA	9/13/2018	Pending
CYCLEBAR FRANCHISING, LLC	LIVSTYL	87627157	NA	9/28/2017	Pending

CYCLEBAR FRANCHISING, LLC	FUEHL	87627148	NA	9/28/2017	Pending
CYCLEBAR FRANCHISING, LLC	CYCLEBAR	86410523	4738832	9/30/2014	5/19/2015
CYCLEBAR FRANCHISING, LLC	CYCLEBAR	86447157	4739161	11/6/2014	5/19/2015
CYCLEBAR FRANCHISING, LLC		86413102	4743218	10/2/2014	5/26/2015
CYCLEBAR FRANCHISING, LLC		86446326	4743707	11/6/2014	5/26/2015
CYCLEBAR FRANCHISING, LLC	CYCLESTAR	86446854	4830243	11/6/2014	10/13/2015
CYCLEBAR FRANCHISING, LLC	CYCLEBEATS	86446489	5070905	11/6/2014	11/1/2016
CYCLEBAR FRANCHISING, LLC	CYCLEGIVING	87009797	5090880	4/21/2016	11/29/2016
CYCLEBAR FRANCHISING, LLC	#CYCLEBAR	86809187	5111052	11/4/2015	12/27/2016
CYCLEBAR FRANCHISING, LLC	CYCLESTATS	86446741	4709859	11/6/2014	3/24/2015
CYCLEBAR FRANCHISING, LLC	CYCLETHEATRE	86446949	4709860	11/6/2014	3/24/2015
Row House Franchise, LLC		88710384	NA	11/29/2019	Pending
Row House Franchise, LLC	ROWVEMBER	88437952	NA	5/20/2019	Pending
Row House Franchise, LLC	RESOLVE 2 ROW	88437945	NA	5/20/2019	Pending
Row House Franchise, LLC		88723445	NA	12/11/2019	Pending

Row House Franchise, LLC	ROW HOUSE	88133432	5745125	9/26/2018	5/7/2019
Row House Franchise, LLC	THOSE WHO KNOW ROW	86683877	4939334	7/6/2015	4/19/2016
Row House Franchise, LLC	ROW HOUSE	85934189	4540112	10/15/2013	5/27/2014
Row House Franchise, LLC		88710384	NA	11/29/2019	Pending
Stretch Lab Franchise, LLC		88710370	NA	11/29/2019	Pending
Stretch Lab Franchise, LLC		88723829	6085769	12/11/2019	6/7/2020
Stretch Lab Franchise, LLC	FLEXOLOGIST	88133430	NA	9/26/2018	Pending
Stretch Lab Franchise, LLC	FLEXOLOGIST	87028974	5312544	5/8/2016	10/17/2017
Stretch Lab Franchise, LLC	STRETCH LAB	86660848	5177075	6/12/2015	4/4/2017
AKT Franchise, LLC		88710378	NA	11/29/2019	Pending
AKT Franchise, LLC		88723503	6085767	12/11/2019	6/23/2020
AKT Franchise, LLC	AKT	88133442	5739639	9/26/2018	4/30/2019
AKT Franchise, LLC	AKT	86213677	4973633	03/06/2014	06/07/2016
AKT Franchise, LLC	AKT INMOTION	86056839	4583113	09/05/2013	08/12/2014
AKT Franchise, LLC	Happy Hour	87822554	NA	03/06/2018	Pending
AKT Franchise, LLC	Cardiography	87822602	NA	03/06/2018	Pending

AKT Franchise, LLC	Sweat Dream	87822458	NA	03/06/2018	Pending
Yoga Six Franchise, LLC	GET YOUR SIX ON	90322193	NA	11/16/2020	Pending
Yoga Six Franchise, LLC	CALM MIND. STRONG VIBE.	90322187	NA	11/16/2020	Pending
Yoga Six Franchise, LLC		90322183	NA	11/16/2020	Pending
Yoga Six Franchise, LLC	YOGASIX	90322166	NA	11/16/2020	Pending
Yoga Six Franchise, LLC		88710361	NA	11/29/2019	Pending
Yoga Six Franchise, LLC		88723864	6095489	12/11/2019	7/21/2020
Yoga Six Franchise, LLC		85641094	4320101	06/01/2012	04/16/2013
Yoga Six Franchise, LLC		85641117	4320102	06/01/2012	04/16/2013
Yoga Six Franchise, LLC	YOGA SIX	86694345	4901700	07/15/2015	02/16/2016
Yoga Six Franchise, LLC	STRENGTHEN YOUR SELF	86693733	5110674	07/15/2015	12/27/2016
Yoga Six Franchise, LLC		86693951	5205451	07/15/2015	07/19/2016

PB Franchising, LLC	PURE EMPOWER	87978124	5613749	6/19/2017	11/20/2018
PB Franchising, LLC	PURE EMPOWER	87495383	NA	6/19/2017	Pending
PB Franchising, LLC	PURE BARRE ON DEMAND	87606570	NA	9/13/2017	Pending
PB Franchising, LLC	PURE FOUNDATIONS	87495392	NA	6/19/2017	Pending
PB Franchising, LLC	PURE REFORM	87613131	NA	9/18/2017	Pending
PB Franchising, LLC	THIS IS OUR TIME.	87606577	NA	9/13/2017	Pending
PB Franchising, LLC	PURE FOUNDATIONS	87495405	5462386	6/19/2017	5/8/2018
PB Franchising, LLC	SMALL MOVEMENTS. BIG CHANGE.	87606581	NA	9/13/2017	Pending
PB Franchising, LLC	PURE FOUNDATIONS	87495411	5379539	6/19/2017	1/16/2018
PB Franchising, LLC		86305123	4671314	6/10/2014	1/13/2015
PB Franchising, LLC	BREAKING DOWN THE BARRE	85923833	4451376	5/6/2013	12/17/2013
PB Franchising, LLC	lift • tone • burn	85873922	4608054	3/12/2013	9/23/2014
PB Franchising, LLC	PURE BARRE	85861416	4431632	2/27/2013	11/12/2013
PB Franchising, LLC		85861310	4431630	2/27/2013	11/12/2013
PB Franchising, LLC	PURE BARRE	77458033	3553370	4/25/2008	12/30/2008
PB Franchising, LLC		86305123	4671314	6/10/2014	01/13/2015

PB Franchising, LLC	BREAKING DOWN THE BARRE	85923833	4451376	5/6/2013	12/17/2013
PB Franchising, LLC	lift • tone • burn	85873922	4608054	3/12/2013	9/23/2014
PB Franchising,	PURE BARRE	85861416	4431632	2/27/2013	11/12/2013
PB Franchising, LLC		85861310	4431630	2/27/2013	11/12/2013
Stride Franchise, LLC	STRIDE CERTIFIED RUN COACHES	88537287	NA	7/25/2019	Pending
Stride Franchise, LLC		88710337	NA	11/29/2019	Pending
Stride Franchise, LLC		88723462	6085766	12/11/2019	6/23/2020
Stride Franchise, LLC	STRIDE	88118183	5733165	9/14/2018	4/23/2019
Stride Franchise, LLC	RUNNING GETS YOU THERE	88537293	5977970	7/25/2019	2/4/2020
Rumble Franchise, LLC	RUMBLE	86923222	5148086	2/29/2016	2/21/2017
Rumble Franchise, LLC	RMBL	87027956	5188260	5/6/2016	4/18/2017
Rumble Franchise, LLC	RMBL	86924692	5229039	3/1/2016	6/20/2017
Rumble Franchise, LLC	LIFESTYLE BOXING	87066912	5206310	6/10/2016	5/16/2017
Rumble Franchise, LLC	RUMBLE LIFESTYLE BOXING	87066918	5197263	6/10/2016	5/2/2017
Rumble Franchise, LLC		87136842	5219933	8/12/2016	6/6/2017
Rumble Franchise, LLC		87136883	5189658	8/12/2016	4/25/2017

Rumble Franchise, LLC		87279443	5294597	12/23/2016	9/26/2017
Rumble Franchise, LLC		87279457	5264943	12/23/2016	8/15/2017
Rumble Franchise, LLC		87279476	5264945	12/23/2016	8/15/2017
Rumble Franchise, LLC		87510929	5835306	6/29/2017	8/13/2019
Rumble Franchise, LLC		87650197	NA	10/18/2017	Pending
Rumble Franchise, LLC	ENERGY. RECOVERY. FOCUS.	87979240	5651705	1/8/2018	1/8/2019
Rumble Franchise, LLC		88039051	NA	7/16/2018	Pending
Rumble Franchise, LLC		88090842	NA	8/23/2018	Pending
Rumble Franchise, LLC	RUMBLE LIFESTYLE TREADING	88090844	NA	8/23/2018	Pending
Rumble Franchise, LLC	AT-HOME 360	88090846	NA	8/23/2018	Pending
Rumble Franchise, LLC	RUMBLE AT- HOME 360	88090850	NA	8/23/2018	Pending

Rumble Franchise, LLC		88092062	NA	8/24/2018	Pending
Rumble Franchise, LLC		88092074	NA	8/24/2018	Pending
Rumble Franchise, LLC		87394277	6301569	3/31/2017	3/23/2021
Rumble Franchise, LLC		87981264	5835957	6/7/2017	8/13/2019

Copyrights: AKT Franchise, LLC's website, photographs, DVDs, videos, and marketing materials (all unregistered).

Grantor	Title	Reg. No.	Date	Country
PB Franchising, LLC	P4 teaching training manual.	TX0007918310	2014	United States
PB Franchising, LLC	Pure barre 16th Street: 1.	PA0001834541	2010	United States
PB Franchising, LLC	Pure Barre 16th Street: 1 / by Pure Barre Franchising, LLC.	PA0001398418	2013	United States
PB Franchising, LLC	Pure Barre 16th Street: 1 / by Pure Barre Franchising, LLC.	PA0001398413	2013	United States
PB Franchising, LLC	Pure barre 16th Street: 2.	PA0001834542	2010	United States
PB Franchising, LLC	Pure barre Flatirons: 1.	PA0001834546	2011	United States
PB Franchising, LLC	Pure Barre Flatirons: 1 / by Pure Barre Franchising, LLC.	PA0001398419	2013	United States
PB Franchising, LLC	Pure barre Flatirons: 2.	PA0001834545	2011	United States
PB Franchising, LLC	Pure Barre Flatirons: 2 / by Pure Barre Franchising, LLC.	PA0001398420	2013	United States
PB Franchising, LLC	Pure barre Lowry Lofts: 1.	PA0001834518	2010	United States
PB Franchising, LLC	Pure Barre Lowry Lofts: 1 / by Pure Barre Franchising, LLC.	PA0001398415	2013	United States
PB Franchising, LLC	Pure barre Lowry Lofts: 2.	PA0001834520	2010	United States
PB Franchising, LLC	Pure Barre Lowry Lofts: 2 / by Pure Barre Franchising, LLC.	PA0001398414	2013	United States

PB Franchising, LLC	Pure barre Mile High: 1.	PA0001834535	2011	United States
PB Franchising, LLC	Pure Barre Mile High: 1 / by Pure Barre Franchising, LLC.	PA0001398421	2013	United States
PB Franchising, LLC	Pure barre Mile High: 2.	PA0001905317	2011	United States
PB Franchising, LLC	Pure Barre Mile High: 2 / by Pure Barre Franchising, LLC.	PA0001398425	2013	United States
PB Franchising, LLC	Pure barre P1 teacher training manual.	TX0007679563	2009	United States
PB Franchising, LLC	Pure barre P2 teacher training manual.	TX0007679562	2009	United States
PB Franchising, LLC	Pure barre P3 teacher training manual.	TX0007675833	2011	United States
PB Franchising, LLC	Pure barre Pershing Square: 1.	PA0001834496	2009	United States
PB Franchising, LLC	Pure Barre Pershing Square: 1 / by Pure Barre Franchising, LLC.	PA0001398416	2013	United States
PB Franchising, LLC	Pure barre Pershing Square: 2.	PA0001834499	2009	United States
PB Franchising, LLC	Pure Barre Pershing Square: 2 / by Pure Barre Franchising, LLC.	PA0001398424	2013	United States
PB Franchising, LLC	Pure barre Prenatal: 1.	PA0001834538	2012	United States
PB Franchising, LLC	Pure Barre Prenatal: 1 / by Pure Barre Franchising, LLC.	PA0001398417	2013	United States
PB Franchising, LLC	Pure barre Prenatal: 2.	PA0001834537	2012	United States
PB Franchising, LLC	Pure Barre Prenatal: 2 / by Pure Barre Franchising, LLC.	PA0001398423	2013	United States
PB Franchising, LLC	Pure barre STUDIO SERIES: 1 and 2.	PA0001901757	2013	United States
PB Franchising, LLC	Pure barre STUDIO SERIES: 3 pure barre STUDIO SERIES: 4.	PA0001958129	2014	United States
PB Franchising, LLC	PURE RESULTS—FEATURE FOCUS: SEAT PURE RESULTS—FEATURE FOCUS: ABS.	PA0001955062	2015	United States
PB Franchising, LLC	Pure Barre Studio Series 1 and 2 / by Pure Barre Franchising, LLC	PA0001398422	2014	United States
Club Pilates Franchise, LLC	Ancillary Guide Teacher Training Manual: Functional Standing Movement TRX & Trigger Point	TXu002177962	2019	United States
Club Pilates Franchise, LLC	Special Populations: Teacher Training Manual and 5 Other Unpublished Works.	TXu002182495	2019	United States

Schedule 6.01(x)

Material Contracts

Contract/Agreement	Parties Thereto	Subject Matter	Amendments
Master Services Agreement, dated December 28, 2018	Xponential Fitness LLC Cushman & Wakefield U.S., Inc.	Remodel project management services	N/A
Services Agreement, dated March 1, 2018	PB Product, LLC Next Level Resources Partners, LLC	Order fulfillment and other warehousing services	N/A
Services agreement letter, dated April 9, 2019	Xponential Fitness LLC (collectively with its subsidiaries and affiliates) ICR Capital, LLC	Marketing Services and Capital Markets Advisory Services	N/A
Master Vendor Agreement, dated December 31, 2019	Xponential Fitness LLC (collectively with other Xponential brands) ClubReady, LLC	Software, payment, and other technology products and services	N/A
Office Lease, dated as of November 16, 2017	Xponential Fitness LLC ("Tenant") Quintana Office Property LLC ("Landlord")	Approximately 26,273 rentable (22,309 usable) square feet, consisting of Suites 100 and 150 in Building B, located at 17877 Von Karman, Irvine, CA	First Amendment to Lease, dated as of December 13, 2018: Expansion of 10,006 rentable (8,225 usable) square feet (i.e., a total of 36,279 rentable (30,534 usable) square feet)
Sublease, dated June 1, 2019	Club Pilates Franchise, LLC ("Sublessee") Watermark OC Church ("Sublessor")	Warehouse and storage of apparel and other items associated with Club Pilates Franchise, LLC or other related entities at 3186 Pullman Street, Costa Mesa, CA, 92626	N/A

Letter agreement, dated December 30, 2019	Xponential Fitness, Club Pilates Franchise, LLC, CycleBar Franchising, LLC, PB Franchising, LLC ("Xponential Parties") Clubessential Holdings, LLC, ClubReady, LLC ("Clubessential Parties")	Settlement to resolve system and hardware claims	N/A

Schedule 6.01(dd)

Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; ChiefExecutive Office; FEIN

Company Name	State of Organization	Federal Employer I.D.	Organizational I.D.	Chief Executive Office	Chief Place of Business
Xponential Intermediate Holdings, LLC	Delaware	84-4848036	7859951	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Xponential Fitness LLC	Delaware	82-2858491	6508612	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Club Pilates Franchise, LLC	Delaware	47-3380223	5706045	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
CycleBar Holdco, LLC	Delaware	82-2735288	6527735	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
CycleBar Franchising, LLC	Ohio	46-5766610	2283131	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
CycleBar Worldwide Inc.	Ohio	47-5253532	2414068	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
AKT Franchise, LLC	Delaware	35-2620635	6784863	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Row House Franchise, LLC	Delaware	82-3600175	6645634	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614

Stretch Lab Franchise, LLC	Delaware	82-2895286	6566497	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Yoga Six Franchise, LLC	Delaware	83-1275944	6964504	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
PB Franchising, LLC	Delaware	46-1047606	5215896	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Stride Franchise, LLC	Delaware	82-2858652	7191052	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Xponential Fitness Brands International, LLC	Delaware	83-2482527	7124440	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
Rumble Franchise, LLC	Delaware	86-1712658	4864459	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614	17877 Von Karman Avenue, Suite 100, Irvine, CA 92614

Schedule 6.01(ee)

Collateral Locations

1. 17877 Von Karman Avenue, Suite 100, Irvine, CA 92614
2. 3186 Pullman Street, Costa Mesa, CA, 92626

Schedule 7.01(s)

Post-Closing Obligations

1. Within 60 days after the Effective Date (or such later date as may be permitted by the Agents (acting at the direction of the Required Lenders)), the Agents shall have received shifting Account Control Agreements, each in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders, with respect to the Cash Management Accounts (other than Excluded Accounts) existing on the Effective Date.

2. Within 60 days after the Effective Date (or such later date as may be permitted by the Agents (acting at the direction of the Required Lenders)), the Loan Parties shall have used commercially reasonable efforts to deliver Landlord Waivers to the Agents, each in form and substance reasonably satisfactory to the Required Lenders, with respect to (a) the leased property of the Loan Parties located at 17877 Von Karman Avenue, Irvine, CA 92614 and (b) any other leased property of the Loan Parties in which any Collateral with a book value in excess of $500,000 is located

3. Within 90 days of the Effective Date (or such later date as may be permitted by the Agents (acting at the direction of the Required Lenders)), the Agents shall have received a Mortgage and the other applicable Real Property Deliverables with respect to any real property (located in the United States) owned by the Loan Parties with a value in excess of $500,000.

4. Within 10 days after the Effective Date (or such later date as may be permitted by the Agents in their sole discretion), the Agents shall have received either (i) the certificate representing the shares of CycleBar Worldwide Inc. as in existence on the Effective Date, accompanied by a duly executed instrument of transfer or assignment or undated stock power executed in blank or (ii) a lost stock certificate affidavit with respect to the shares of CycleBar Worldwide Inc. and a replacement certificate representing the shares of CycleBar Worldwide Inc., accompanied by a duly executed instrument of transfer or assignment or undated stock power executed in blank.

5. Within 10 Business Days of the Effective Date (or such later date as may be permitted by the Agents (acting at the direction of the Required Lenders)), the assignment to Rumble Franchise, LLC of all United States trademarks set forth opposite Rumble Franchise, LLC's name in Schedule 6.01(w) shall have been filed with the United States Patent and Trademark Office.

Schedule 7.02(a)

Existing Liens

1. Federal Tax Lien, filed in Orange County, Santa Ana, CA 92702. File No. 2021000178379 against AKT Franchise, LLC.
2. Federal Tax Lien, filed in Orange County, Santa Ana, CA 92702. File No. 2021000178382 against Stretch Lab Franchise, LLC.

Schedule 7.02(b)

Existing Indebtedness

1. General Agreement of Indemnity, dated as of June 29, 2019, by H&W Franchise Holdings LLC, Xponential Fitness LLC, St. Gregory Holdco, LLC and Anthony Geisler, as indemnitors, in favor of XL Specialty Insurance Company and XL Reinsurance America Inc., as surety in connection with any bonds executed or procured for on behalf of any of the indemnitors.

WORKAMER\99999\116342\38534295.v1-4/16/21

Schedule 7.02(c)

Capitalized Lease Obligations

1. Forklift in warehouse at 3186 Pullman Street, Costa Mesa, CA, 92626.
2. Printers at 17877 Von Karman Avenue, Suite 100, Irvine, CA 92614.
3. Equipment at 17711 Chenal Pkwy Ste I111, Little Rock, AR 72223.
4. Equipment at 130 Salisbury Blvd Unit 1, Salisbury, MD 21801.
5. Equipment at 56 N 3rd St., Brooklyn, NY 11249.
6. Equipment at 20 Hatton Place, Hilton Head Island, SC 29926.

WORKAMER\99999\116342\38534295.v1-4/16/21

Schedule 7.02(e)

Existing Investments

1. Schedule 6.01(e) is incorporated herein by reference.

2. Secured Promissory Note dated December 8, 2017 in the principal amount of

   $1,500,000 between Row House Franchise, LLC as lender and Row House Holdings, Inc., EVF RH Staffing, Inc., EVF Row House Inc., and Row House CC, LLC as borrowers.

3. Secured Promissory Note dated May 10, 2019 in the principal amount of $150,000 between Xponential Fitness LLC as lender and Richard Feinberg as borrower.

4. Secured Promissory Note dated August 6, 2019 in the principal amount of $500,000 between Xponential Fitness LLC as lender and Ryan Junk and Lindsay Junk as borrowers.

WORKAMER\99999\116342\38534295.v1-4/16/21

Schedule 7.02(j)

Transactions with Affiliates

None.

WORKAMER\99999\116342\38534295.v1-4/16/21

Schedule 7.02(k)

Limitations on Dividends and Other Payment Restrictions

None.

WORKAMER\99999\116342\38534295.v1-4/16/21

Schedule 8.01

Cash Management Banks/Cash Management Accounts

WORKAMER\99999\116342\38534295.v1-4/16/21

Company	Bank or Broker	Address	Account No.	Account Type
Club Pilates Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100, Newport Beach, CA 92660	591001167	Operating
Club Pilates Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591001906	Marketing Fund
Club Pilates Franchise, LLC	Pacific Western Bank	130 South State College, Brea, CA 92821	0195121593	Operating
CycleBar Franchising LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002791	Operating
CycleBar Franchising LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002813	Marketing Fund
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003194	Operating
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003968	Operating
AKT Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003798	Operating
AKT Marketing Fund	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591005336	Marketing Fund
Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002732	Operating
Row House Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002988	Marketing Fund

Stretch Lab Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002589	Operating
Stretch Lab Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002996	Marketing Fund
Xponential Fitness LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002503	Operating
Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591003801	Operating
Yoga Six Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004344	Marketing Fund
Stride Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591002112	Operating
Stride Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004239	Marketing Fund
Xponential Fitness Brands International, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591004409	Operating
PB Franchising, LLC	First National Bank	First National Bank, 4040 E. State Street, Hermitage, PA 16148	52313263	Operating
PB Franchising, LLC	First National Bank	First National Bank, 4040 E. State Street, Hermitage, PA 16148	52313301	Operating
Rumble Franchise, LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591005960	Operating
Xponential Fitness LLC	Citizens Business Bank	1401 Dove Street, Suite 100 Newport Beach, CA 92660	591102281	Reserve

EXHIBIT A

FORM OF JOINDER AGREEMENT

THIS JOINDER AGREEMENT, dated as of (this "Agreement"), to that certain Financing Agreement dated as of April 19, 2021 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Financing Agreement") by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Wilmington Trust, National Association ("Wilmington"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and Wilmington, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), is being entered into by and among the Loan Parties, the Agents and [NAME OF ADDITIONAL [BORROWER] [GUARANTOR]], a (the "Additional [Borrower][Guarantor]").

WHEREAS, the Parent, each Borrower [(other than the Additional Borrower)], the Guarantors [(other than the Additional Guarantor)], the Lenders and the Agents have entered into the Financing Agreement, pursuant to which the Lenders have agreed to make loans to the Borrowers (each a "Loan" and collectively the "Loans") in an aggregate principal amount not to exceed the Total Commitment (as defined under the Financing Agreement);

WHEREAS, the Borrowers' obligation to repay the Loans and all other Obligations are guaranteed, jointly and severally, by the Guarantors;

WHEREAS, pursuant to Section 7.01(b)(i)(A) of the Financing Agreement, the Additional [Borrower][Guarantor] is required to become a [Borrower][Guarantor] by, among other things, executing and delivering this Agreement to the Collateral Agent; and

WHEREAS, the Additional [Borrower][Guarantor] has determined that the execution, delivery and performance of this Agreement directly benefit, and are within the corporate purposes and in the best interests of, the Additional [Borrower][Guarantor].

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Reference is hereby made to the Financing Agreement for a statement of the terms thereof. All terms used in this Agreement which are defined therein and not otherwise defined herein shall have the same meanings herein as set forth therein.

SECTION 2. Joinder of Additional [Borrower][Guarantor].

(a) Pursuant to Section 7.01(b)(i)(A) of the Financing Agreement, by its execution of this Agreement, the Additional [Borrower][Guarantor] hereby (i) confirms that the representations and warranties contained in Article VI of the Financing Agreement are true and correct in all material respects as to the Additional [Borrower][Guarantor] as of the effective date of this Agreement, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such earlier date), and (ii) agrees that, from and after the effective date of this Agreement, the Additional [Borrower][Guarantor] shall be a party to the Financing Agreement and shall be bound, as a [Borrower][Guarantor], by all the provisions thereof and shall comply with and be subject to all of the terms, conditions, covenants, agreements and obligations set forth therein and applicable to the [Borrowers][Guarantors], [including, without limitation, the guaranty of the Obligations made by the Guarantors, jointly and severally with the other Loan Parties, in favor of the Agents and the Lenders pursuant to Article XI of the Financing Agreement]. The Additional [Borrower][Guarantor] hereby agrees that from and after the effective date of this Agreement each reference to a ["Borrower"]["Guarantor"] or a "Loan Party" and each reference to the ["Borrowers"]["Guarantors"] or the "Loan Parties" in the Financing Agreement shall include the Additional [Borrower][Guarantor].

(b) Attached hereto are supplements to each Schedule to the Financing Agreement revised to include all information required to be provided therein with respect to, and only with respect to, the Additional [Borrower][Guarantor]. The Schedules to the Financing Agreement shall, without further action, be amended to include the information contained in each such supplement.

SECTION 3. Effectiveness. This Agreement shall become effective upon its execution by the Additional [Borrower][Guarantor], each Borrower, each Guarantor and each Agent and receipt by the Agents of the following, in each case in form and substance reasonably satisfactory to the Agents:

(i) original counterparts to this Agreement, duly executed by each Borrower, each Guarantor, the Additional [Borrower][Guarantor] and the Agents, together with the Schedules referred to in Section 2(b) hereof;

(ii) a Supplement to the Security Agreement, substantially in the form ofExhibit C to the Security Agreement (the "Security Agreement Supplement"), duly executed by the Additional [Borrower][Guarantor], and any instruments of assignment or other documents required to be delivered to the Agents pursuant to the terms thereof;

(iii) a Pledge Amendment to the Security Agreement to which the parent company of the Additional [Borrower][Guarantor] is a party, in substantially the form of Exhibit A thereto, duly executed by such parent company and providing for 100% of the issued and outstanding Equity Interests of the Additional [Borrower][Guarantor] to the extent required to be pledged to the Collateral Agent pursuant to the terms thereof;

(iv) (A) certificates, if any, representing 100% of the issued and outstanding Equity Interests of the Additional [Borrower][Guarantor] and each Subsidiary of the Additional [Borrower][Guarantor] (other than (1) the Equity Interests of any Immaterial Subsidiary or (2) more than 65% of the voting Equity Interests of any Foreign Subsidiary) and (B) all original promissory notes of such Additional [Borrower][Guarantor], if any, in each case to the extent required to be delivered under the Loan Documents, in each case, accompanied by instruments of assignment and transfer in such form as the Collateral Agent may reasonably request;

(v) to the extent required under the Financing Agreement (A) a Mortgage, in form and substance reasonably satisfactory to the Collateral Agent (the "Additional Mortgage"), duly executed by the Additional [Borrower][Guarantor], with respect to the real property owned by the Additional [Borrower][Guarantor], (B) a Title Insurance Policy covering such real property, (C) a current ALTA survey thereof and a surveyor's certificate, each in form and substance reasonably satisfactory to the Collateral Agent, together with such other agreements, instruments and documents as the Collateral Agent may reasonably require under Section 7.01(o) of the Financing Agreement or otherwise;

(vi) evidence reasonably satisfactory to the Collateral Agent of the filing of appropriate financing statements on FormUCC-1 duly filed in such office or offices as may be necessary to perfect the security interests purported to be created by the Security Agreement Supplement and any Mortgage; and

(vii) if requested pursuant to Section 7.01(b), a written opinion of counsel to the Loan Parties as to such matters as the Agents may reasonably request.

SECTION 4. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be mailed (by certified mail, postage prepaid and return receipt requested), telecopied (including electronic mail) or delivered by hand, Federal Express or other reputable overnight courier, if to the Additional [Borrower][Guarantor], to it at its address set forth below its signature to this Agreement, and if to any Borrower, any Guarantor, any Lender or any Agent, to it at its address specified in the Financing Agreement or Joinder Agreement (as applicable); or as to any such Person at such other address as shall be designated by such Person in a written notice to such other Person complying as to delivery with the terms of this Section 4. All such notices and other communications shall be effective in accordance with Section 12.01 of the Financing Agreement.

SECTION 5. General Provisions. (a) Each Additional [Borrower][Guarantor], hereby confirms that each representation and warranty made by it under the Loan Documents is true and correct in all material respects as of the date hereof, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such

earlier date), and that no Default or Event of Default has occurred or is continuing under the Financing Agreement. Each Additional [Borrower] [Guarantor], hereby represents and warrants that as of the date hereof there are no material claims or offsets against or defenses or counterclaims to their respective obligations under the Financing Agreement or any other Loan Document.

(b) Except as supplemented hereby, the Financing Agreement and each other Loan Document shall continue to be, and shall remain, in full force and effect. This Agreement shall not be deemed (i) to be a waiver of, or consent to, or a modification or amendment of, any other term or condition of the Financing Agreement or any other Loan Document or (ii) to prejudice any right or rights which the Agents or the Lenders may now have or may have in the future under or in connection with the Financing Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time.

(c) The Additional [Borrower][Guarantor] hereby expressly (i) authorizes the Collateral Agent to file appropriate financing statements or continuation statements, and amendments thereto, (including without limitation, any such financing statements that indicate the Collateral as "all assets" or words of similar import) in such office or offices as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the Liens to be created by the Security Agreement Supplement and each of the other Loan Documents and

(ii) ratifies such authorization to the extent that the Collateral Agent has filed any such financing or continuation statements or amendments thereto with written notice thereof to the Parent and the Borrowers, prior to the date hereof. A photocopy or other reproduction of the Security Agreement Supplement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) To the extent required under Section 12.04 of the Financing Agreement, each Borrower hereby agrees to pay or reimburse the Agents and the Lenders for all of their reasonable and documented out-of-pocket costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement, including, without limitation, the reasonable and documented out-of-pocket fees and disbursements of (x) one outside counsel and one local counsel in each relevant jurisdiction for the Agents and (y) one outside counsel and one local counsel in each relevant jurisdiction for the Lenders (taken as a whole), in the manner and to the extent set forth in the Financing Agreement.

(e) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(f) Section headings in this Agreement are included herein for the convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(g) In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of the terms and conditions contained in Section 12.09, Section 12.10 and Section 12.11 of the Financing Agreement, *mutatis mutandis*.

(h) This Agreement, together with the Financing Agreement and the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and thereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWERS:

XPONENTIAL FITNESS LLC

By: _____
Name:
Title:

GUARANTORS:

XPONENTIAL INTERMEDIATE HOLDINGS, LLC

By: _____
Name:
Title:

CLUB PILATES FRANCHISE, LLC

By: _____
Name:
Title:

CYCLEBAR HOLDCO, LLC

By: _____
Name:
Title:

STRETCH LAB FRANCHISE, LLC

By: _____
Name:
Title:

ROW HOUSE FRANCHISE, LLC

By: _____
Name:
Title:

YOGA SIX FRANCHISE, LLC

By: _____
Name:
Title:

AKT FRANCHISE, LLC

By: _____
Name:
Title:

PB FRANCHISING, LLC

By: _____
Name:
Title:

STRIDE FRANCHISE, LLC

By: _____
Name:
Title:

XPONENTIAL FITNESS BRANDS INTERNATIONAL, LLC

By: _____
Name:
Title:

CYCLEBAR WORLDWIDE INC.

By: _____
Name:
Title:

CYCLEBAR FRANCHISING, LLC

By: _____
Name:
Title:

RUMBLE FRANCHISE, LLC

By: _____
Name:
Title:

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
Name:
Title:

ADDITIONAL [BORROWER][GUARANTOR]:

[_____]

By: _____
Name:
Title:

Address:

_____

_____

_____

[Signature Page to Joinder Agreement]

Supplemental Schedules

[See attached]

EXHIBIT B

FORM OF NOTICE OF BORROWING

XPONENTIAL FITNESS LLC

Date:_____

Wilmington Trust, National Association, as Administrative Agent 1100 North Market Street
Wilmington, DE 19890 Attention: Joseph Feil
Email: jfeil@wilmingtontrust.com

Ladies and Gentlemen:

The undersigned, Xponential Fitness LLC, a Delaware limited liability company (the "Administrative Borrower"), refers to the Financing Agreement, dated as of April 19, 2021 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Financing Agreement"), by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), the Administrative Borrower each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with the Administrative Borrower and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Wilmington Trust, National Association ("Wilmington"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and Wilmington, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), and hereby gives you notice pursuant to Section 2.02 of the Financing Agreement that the undersigned hereby requests a Loan under the Financing Agreement (the "Proposed Loan"), and in connection therewith sets forth below the information relating to such Proposed Loan as required by Section 2.02 of the Financing Agreement. All capitalized terms used but not defined herein have the same meanings herein as set forth in the Financing Agreement.

The aggregate principal amount of the Proposed Loan is $_____.

The Proposed Loan is a [Reference Rate Loan] [LIBOR Rate Loan, with an initial Interest Period of_____month[s]].[1]

The borrowing date of the Proposed Loan is_____, 20_.[2]

The proceeds of the Proposed Loan should be made available to the undersigned by wire transferring such proceeds in accordance with the payment instructions set forth on Annex I hereto.

[*Remainder of Page Intentionally Left Blank*]

1 Interest Period must be one, two, or three months.
2 This date must be a Business Day, and, with respect to the Initial Term Loan, must be the Effective Date.

The undersigned hereby certifies, as of the date the Proposed Loan is made, that (i) the representations and warranties contained in ARTICLE VI of the Financing Agreement and in each other Loan Document delivered to any Agent or any Lender pursuant thereto on or prior to the date of the Proposed Loan are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), (ii) no Event of Default has occurred and is continuing or will result from the making of the Proposed Loan, and (iii) the applicable conditions set forth in [Section 5.01][3] [Section 5.02][4] of the Financing Agreement have been satisfied as of the date of the Proposed Loan.

Very truly yours,

XPONENTIAL FITNESS LLC, as Administrative Borrower

By: _____

Name:
Title:

3 For borrowings on the Effective Date only.
4 For borrowings after the Effective Date only.

ANNEX I

Payment Instructions/Use of Proceeds

The Administrative Agent is hereby directed by the Administrative Borrower, on its behalf and on behalf of the other Borrowers, to make the following transfers of funds on behalf of and at the direction of the Administrative Borrower:

1. $_____, representing a portion of the proceeds of the Loans, to_____, in accordance with the following wire instructions:
   Name of Bank:

   ABA No:
   Account Name:
   Attention:
   Account No:
   Ref:

EXHIBIT C

FORM OF LIBOR NOTICE

_____, ____

Wilmington Trust, National Association, as Administrative Agent
1100 North Market Street
Wilmington, DE 19890
Attention: Joseph Feil

Ladies and Gentlemen:

Reference is hereby made to the Financing Agreement, dated as of April 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Wilmington Trust, National Association ("Wilmington"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and Wilmington, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Capitalized terms defined in the Financing Agreement and not otherwise defined herein are used herein as defined in the Financing Agreement.

This LIBOR Notice represents the request of the Administrative Borrower to [convert] [continue] a portion of the Term Loan in the amount of $_____as a LIBOR Rate Loan (the "New LIBOR Rate Loan").

The portion of the Term Loan being so [continued] [converted] is [currently a [Reference Rate Loan] [a LIBOR Rate Loan with an Interest Period of [1, 2, or 3] month[s] expiring on_____].

The New LIBOR Rate Loan will have an Interest Period of [1, 2, or 3] month(s) commencing on_____.

This LIBOR Notice further confirms the Borrowers' acceptance of the Administrative Agent's determination of the LIBOR Rate, which has been determined by the Administrative Agent in accordance with the terms of the Financing Agreement.

[*Remainder of page intentionally left blank.*]

The Administrative Borrower hereby certifies, on its behalf and on behalf of the other Borrowers, that no Event of Default has occurred and is continuing or will result from the [conversion] [continuation] of the New LIBOR Rate Loan or will occur or be continuing on the date of the New LIBOR Rate Loan.

Very truly yours,

XPONENTIAL FITNESS LLC, as Administrative Borrower

By: _____
Name:
Title:

EXHIBIT D

FORM OF ASSIGNMENT AND ACCEPTANCE AGREEMENT

This **ASSIGNMENT AND ACCEPTANCE AGREEMENT** ("Assignment Agreement") is entered into as of_____, 20__ between ("Assignor") and ("Assignee"). Reference is made to the agreement described in Item 2 of Annex I annexed hereto (as amended, restated, modified or otherwise supplemented from time to time, the "Financing Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Financing Agreement.

1. In accordance with the terms and conditions of Section 12.07 of the Financing Agreement, the Assignor hereby irrevocably sells, transfers, conveys and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents as of the Effective Date (as defined below) with respect to the Obligations owing to the Assignor, and the Assignor's portion of the Loans as specified on Annex I.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) confirms that it has received copies of the Financing Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, the Assignor, or any Lender, based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (c) confirms that it complies with the (i) definition of "Eligible Transferee" as defined in the Financing Agreement and (ii) criteria set forth in Section 12.07

of the Financing Agreement necessary to acquire the interests being assigned and to become a Lender; (d) appoints and authorizes each of the Administrative Agent and the Collateral Agent to take such action as the Administrative Agent or the Collateral Agent (as the case may be) on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent or the Collateral Agent (as the case may be) by the terms thereof, together with such powers as are reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a [Lender][an Affiliated Lender][5]; and (f) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Financing Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty.

4. Following the execution of this Assignment Agreement by the Assignor and the Assignee, it will be delivered by the Assignor to the Administrative Agent for recording by the Administrative Agent. The effective date of this Assignment Agreement (the "Effective Date") shall be the latest of (a) the date of the execution hereof by the Assignor and the Assignee, (b) the date this Assignment Agreement has been accepted by the Administrative Agent and recorded in the Register, (c) the date this Assignment Agreement has been accepted by the Administrative Borrower (to the extent required by the terms of the Financing Agreement), (d) the date of receipt by the Administrative Agent of a processing and recordation fee in the amount of $5,000 (provided that the Administrative Agent, in its sole discretion, may elect to waive or reduce such processing and recordation fee), and (e) the settlement date specified on Annex I.[6]

5. As of the Effective Date (a) the Assignee shall be a party to the Financing Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Financing Agreement and the other Loan Documents.

6. Upon recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent shall make all payments under the Financing Agreement and the other Loan Documents in respect of the interest assigned

5 To be inserted if the Assignee is an Affiliated Lender.
6 NTD: Clause (f) is not tracked by the Agent and cannot dictate the timing.

hereby (including, without limitation, all payments of principal, interest and commitment fees (if applicable) with respect thereto) to the Assignee. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Financing Agreement and the other Loan Documents for periods prior to the Effective Date directly between themselves on the Effective Date.

7. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

8. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS ASSIGNMENT AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

9. This Assignment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[*Remainder of page left intentionally blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

[ASSIGNOR]

By: _____
Name:
Title:
Date:

[ASSIGNEE]

By: _____
Name:
Title:
Date:

[Signature Page to Assignment and Acceptance Agreement]

ACCEPTED AND CONSENTED TO this_____ day
of_____, 20____

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent and Administrative Agent

By: _____
Name:
Title:

[XPONENTIAL FITNESS LLC, as Administrative Borrower][7]

By: _____
Name:
Title:

7 If required under Section 12.07 of the Financing Agreement.

ANNEX FOR ASSIGNMENT AND ACCEPTANCE ANNEX I

1. Borrowers: Xponential Fitness LLC, a Delaware limited liability company, as Administrative Borrower, each Subsidiary (as defined in the Financing Agreement) of Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent") listed as a "Borrower" on the signature pages to the Financing Agreement and each other Person that executes a joinder agreement and becomes a Borrower thereunder.

2. Name and Date of Financing Agreement: Financing Agreement, dated as of April 19, 2021, by and among the Parent, Xponential Fitness, LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Wilmington Trust, National Association ("Wilmington"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and Wilmington, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

3. Amount of Commitments and Loans assigned: _____

4. Purchase Price: _____

5. Effective Date: _____

6. Notice and Payment Instructions, etc. _____

Assignee:

_____
_____
_____
Attn: _____
Fax No.:_____

Bank Name:
ABA Number:

Assignor:

_____
_____
_____
Attn: _____
Fax No.:_____

Bank Name:
ABA Number:

Assignee:

Account Name:
Account Number:
Sub-Account Name:
Sub-Account Number:
Reference:
Attn:

Assignor:

Account Name:
Account Number:
Sub-Account Name:
Sub-Account Number:
Reference:
Attn:

EXHIBIT E

FORM OF COMPLIANCE CERTIFICATE

XPONENTIAL INTERMEDIATE HOLDINGS, LLC
17877 Von Karman Avenue, Suite 100
Irvine, CA 92614

Wilmington Trust, National Association, as Administrative Agent
1100 North Market Street
Wilmington, DE 19890 Attention: Joseph Feil
Email: jfeil@wilmingtontrust.com

Re: Compliance Certificate dated_____, 20

Ladies and Gentlemen:

Reference is made to that certain Financing Agreement, dated as of April 19, 2021 (such agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Financing Agreement"), by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Wilmington Trust, National Association ("Wilmington"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and Wilmington, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Capitalized terms used in this Compliance Certificate have the respective meanings set forth in the Financing Agreement unless specifically defined herein.

Pursuant to the terms of the Financing Agreement, the undersigned Authorized Officer of the Parent hereby certifies that:

1. [The financial statements of the Parent and its Subsidiaries are furnished in Schedule 1 hereto pursuant to Section 7.01(a)(i) of the Financing Agreement.][8] [The financial statements of the Parent and its Subsidiaries are furnished in Schedule 1 hereto pursuant to Section 7.01(a)(ii) of the Financing Agreement.][9]

2. [The financial statements of the Parent and its Subsidiaries furnished in Schedule 1 hereto pursuant to Section 7.01(a) of the Financing Agreement fairly present, in all material respects, the financial position of the Parent and its Subsidiaries in each case, as of the end of the period covered by such financial statements and the results of operations, retained earnings and cash flows of the Parent and its Subsidiaries, in each case, for such period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments.][10]

3. The undersigned Authorized Officer has reviewed the provisions of the Financing Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of the Parent and its Subsidiaries during the period covered by the financial statements delivered pursuant to Section 7.01(a) with a view to determining whether the Parent and its Subsidiaries were in compliance with all of the provisions of the Financing Agreement and such Loan Documents at the times such compliance is required thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default[, except as listed on Schedule 2 hereto (such Schedule describes the nature and period of existence thereof and the action which the Parent and/or its Subsidiaries propose to take or have taken with respect thereto)].

4. [The Parent and its Subsidiaries are in compliance with the financial covenants contained in Section 7.03 of the Financing Agreement as demonstrated on Schedule 3 hereto.][11]

5. [Set forth on Schedule 4 hereto is the calculation of the Excess Cash Flow in accordance with the terms of Section 2.05(c)(iv) of the Financing Agreement.][12]

---

8 To be included in the Compliance Certificate delivered with financial statements required by Section 7.01(a)(i) of the Financing Agreement.

9 To be included in the Compliance Certificate delivered with financial statements required by Section 7.01(a)(ii) of the Financing Agreement.

10 To be included in the Compliance Certificate delivered with financial statements required by Section 7.01(a)(i) of the Financing Agreement.

11 To be included in the Compliance Certificate delivered with financial statements of the Parent and its Subsidiaries required by Section 7.01(a)(i) of the Financing Agreement.

12 To be included in the Compliance Certificate delivered with financial statements required by Section 7.01(a)(ii) of the Financing Agreement.

IN WITNESS WHEREOF, this Compliance Certificate is executed by the undersigned as of the date first written above.

XPONENTIAL INTERMEDIATE HOLDINGS, LLC

Name: _____

Title: _____

[Signature Page to Compliance Certificate]

SCHEDULE 1

Financial Statements

[See Attached]

SCHEDULE 2

Default or Event of Default

[See Attached]

SCHEDULE 3
Financial Covenant

[Total Leverage Ratio.

The Total Leverage Ratio of the Parent and its Subsidiaries (on a consolidated basis), for the period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries (on a consolidated basis) for which the last quarter ends_, is_:1.00, which **[is/is not]** greater than or equal to the ratio set forth in Section 7.03(a) of the Financing Agreement for the corresponding period; provided, that CARES Act Indebtedness shall be disregarded for all purposes of calculating the Total Leverage Ratio pursuant to this Schedule 3; provided, further that any portion of such CARES Act Indebtedness that is not forgiven pursuant to, and in accordance with the CARES Act, (x) shall not be so disregarded and (y) shall be deemed to have been incurred as of the date of the funding of such CARES Act Indebtedness, in each case, for the purposes of calculating the Total Leverage Ratio pursuant to this Schedule 3.][13]

Minimum Liquidity.

Qualified Cash has [**been**/**not been**] equal to or greater than [$7,500,000][14][$10,000,000][15] at all times during the quarter ending [_____], 2021 and as of the quarter ending [_____], 2021, Qualified Cash is equal to $_____.

[Minimum EBITDA.

The Consolidated EBITDA of the Parent and its Subsidiaries (on a consolidated basis), for the fiscal quarter of the Parent and its Subsidiaries (on a consolidated basis) ending_____,_____is $_____, which **[is/is not]** less than or equal to the threshold set forth in Section 7.03(c) of the Financing Agreement for the corresponding fiscal quarter.][16]

13 To be included in Compliance Certificates delivered for fiscal quarters ending on or after December 31, 2021.

14 To be included for all quarters prior to March 31, 2022.

15 To be included for the quarter ending March 31, 2022 and each quarter thereafter.

16 To be included in Compliance Certificates delivered for fiscal quarters ending on or prior to December 31, 2021.

SCHEDULE 4

Excess Cash Flow

[See Attached]

EXHIBIT F

FORM OF FRANCHISE REPORT

XPONENTIAL INTERMEDIATE HOLDINGS, LLC
17877 Von Karman Avenue, Suite 100
Irvine, CA 92614

Wilmington Trust, National Association, as Administrative Agent
1100 North Market Street
Wilmington, DE 19890 Attention: Joseph Feil
Email: jfeil@wilmingtontrust.com

Re: Franchise Report dated_____, 20____(the "Franchise Report") in respect of the calendar month ended_____, 20____(the "Calendar Month")

Ladies and Gentlemen:

Reference is made to that certain Financing Agreement, dated as of April 19, 2021 (such agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Financing Agreement"), by and among Xponential Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Xponential Fitness LLC, a Delaware limited liability company ("XF"), each Subsidiary (as defined therein) of Parent listed as a "Borrower" on the signature pages thereto (together with XF and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each other Subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Wilmington Trust, National Association ("Wilmington"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and Wilmington, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Capitalized terms used in this Franchise Report have the respective meanings set forth in the Financing Agreement unless specifically defined herein.

The Parent hereby furnishes the following information in respect of the Calendar Month pursuant to Section 7.01(a)(v) of the Financing Agreement:

1. The amount of same store sales per Franchised Location[1] for the Calendar Month **$[_____]**

2. The number of Franchised Locations opened and Franchise Agreements[2] executed for the Calendar Month **$[_____]**

3. The aggregate Franchise Collections[3] of the Parent and its Subsidiaries for the Calendar Month [(showing on separate lines each major category of such Franchise Collections)][4] **$[_____]**

   a. [ ] **$[_____]**

4. Delinquent Franchise Collections in excess of 5% of all Franchise Collections (individually) more than 90 days past due as of the last day of the Calendar Month **$[_____]**

---

1 "Franchised Location" means a health and wellness facility owned and operated by a Loan Party or a Franchisee.

2 "Franchise Agreements" means any franchise agreements whether now existing or hereafter entered into by the Parent or any of its Subsidiaries and related to the franchising of the business of operating a Franchised Location, and all other agreements with any Franchisee, subfranchisee or similar Person to which any Loan Party is a party, in each case, related to the franchising of the business of operating a Franchised Location, all as amended or modified from time to time.

3 "Franchise Collections" mean those collections of the Parent and its Subsidiaries derived from any Accounts Receivable, however evidenced, constituting payment obligations, revenue, profits, income, royalties, finder's fees, and deferred sales fees payable to an obligor pursuant to the terms of any Franchise Agreements.

4 Xponential to provide separate lines for each major category of such Franchise Collections.

EXHIBIT G -1

FORM OF

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Financing Agreement dated as of April 19, 2021 (as amended, supplemented or otherwise modified from time to time, the "Financing Agreement"), among Xponential Fitness LLC, and each lender and other party from time to time party thereto.

Pursuant to the provisions of Section 2.08 of the Financing Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of itsnon-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Financing Agreement and used herein shall have the meanings given to them in the Financing Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____, 2021

EXHIBIT G-2

FORM OF

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Financing Agreement dated as of April 19, 2021 (as amended, supplemented or otherwise modified from time to time, the "Financing Agreement"), among Xponential Fitness LLC, and each lender and other party from time to time party thereto.

Pursuant to the provisions of Section 2.08 of the Financing Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code. The undersigned has furnished its participating Lender with a certificate of its non-

U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Financing Agreement and used herein shall have the meanings given to them in the Financing Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 2021

EXHIBIT G-3

FORM OF

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Financing Agreement dated as of April 19, 2021 (as amended, supplemented or otherwise modified from time to time, the "Financing Agreement"), among Xponential Fitness LLC, and each lender and other party from time to time party thereto.

Pursuant to the provisions of Section 2.08 of the Financing Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) it and/or its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W- 8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Financing Agreement and used herein shall have the meanings given to them in the Financing Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 2021

EXHIBIT G-4

FORM OF

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Financing Agreement dated as of April 19, 2021 (as amended, supplemented or otherwise modified from time to time, the "Financing Agreement"), among Xponential Fitness LLC, and each lender and other party from time to time party thereto.

Pursuant to the provisions of Section 2.08 of the Financing Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it and/or its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Financing Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Financing Agreement and used herein shall have the meanings given to them in the Financing Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____, 2021

Privileged and Confidential

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (this "Agreement") is entered into as of September 29, 2017 by and among H&W Franchise Holdings LLC, a Delaware limited liability company ("H&W" and together with any subsidiaries, the "Companies"), and TPG Growth III Management, LLC (the "Manager").

WHEREAS, TPG Growth III Fitness, L.P., a Delaware limited partnership (the "CP Buyer"), has acquired certain of the membership units of the Companies pursuant to that certain Unit Purchase Agreement (the "CP Purchase Agreement"), dated as of May 2, 2017, by and among the CP Buyer, Club Pilates Franchise, LLC ("CP"), the holders of all the membership units of CP and Anthony Geisler (such acquisition, the "CP Transaction");

WHEREAS, H&W has acquired certain of the membership units of the Companies pursuant to (i) that certain Unit Purchase and Contribution Agreement (the "STG Purchase Agreement"), dated as of the date hereof, by and among H&W, Montgomery Ventures Investments II, LLC, St. Gregory Holdco, LLC, Jeffrey D. Herr, the Jeffrey D. Herr Irrevocable Family Trust Agreement Dated May 27, 2016, James M. Jagers, the James M. Jagers Irrevocable Family Trust Agreement Dated May 27, 2016, Todd M. Kirby, the Todd M. Kirby Irrevocable Family Trust Agreement Dated May 27, 2016, Joseph H. Roda II, and the Joseph H. Roda II Irrevocable Family Trust Agreement Dated May 27, 2016 (collectively referred to herein as the "STG Principals") and (ii) that certain Unit Purchase Agreement (the "CB Purchase Agreement" and together with the CP Purchase Agreement and the STG Purchase Agreement, the "Purchase Agreements"), dated as of the date hereof, by and among H&W, Montgomery Venture Investments, LLC, CycleBar Holdco, LLC and the STG Principals (such acquisitions, the "STG Transaction" and together with the CP Transaction, the "Transactions");

WHEREAS, the Companies wish to retain the Manager to provide certain management, advisory, consulting, strategic planning, and/or specialized (operational or otherwise) services to the Companies, and the Manager is willing to provide such services on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Services. The Manager hereby agrees that, during the term of this Agreement set forth in Section 4 below (the "Term"), it will provide to the Companies, to the extent mutually agreed by the Companies and the Manager, by and through itself and/or the Manager's successors, assigns, affiliates, officers, employees and/or representatives and third parties (including, without limitation, third party consulting firms, law firms, public relations firms and firms providing similar or related services) (collectively hereinafter referred to as the "Manager Designees"), as the Manager in its sole discretion may designate from time to time, management, advisory, consulting, strategic planning and/or specialized (operational or otherwise) services (the "Services") in relation to the affairs of the Companies. The Services may include, without limitation:

(a) advice in connection with the negotiation and consummation of agreements, contracts, documents and instruments necessary to provide the Companies with financing on terms and conditions satisfactory to the Companies;

(b) consulting and strategic advice in connection with acquisition, disposition and change of control transactions involving any of the Companies or any of their direct or indirect subsidiaries or any of their respective successors;

(c) financial, managerial and day to day and specialized operational advice in connection with the Companies' operations, including, without limitation, advice with respect to the development and implementation of strategies for improving the operating, marketing and financial performance of the Companies or their respective subsidiaries;

(d) financial and strategic planning analysis and advice, consulting services, regulatory and legal support, leveraged procurement and other cross-portfolio services, public relations services, human resources and recruitment services and other similar or related services; and

(e) such other services as the Manager and the Companies may from time to time agree.

The parties agree that the fees contemplated hereunder are intended to represent retainer fees to afford the Companies with access to the above-described services. Accordingly, the Manager and/or its Manager Designees will devote such time and efforts to the performance of the services contemplated hereby as the Manager deems reasonably necessary or appropriate (taking into consideration requests made by the Companies to the Managers or its Manager Designees); provided that, for the avoidance of doubt, for any given weekly, monthly, annual or other period, there shall be no minimum number of hours required to be devoted by the Manager or any Manager Designee (as to any particular service or type of service or as to all services provided in the aggregate). The Companies acknowledge that each of the Manager's and any Manager Designees' services are not exclusive to the Companies or their respective subsidiaries and that the Manager and any Manager Designee may render similar services to other persons and entities. The Manager and the Companies understand that the Companies or their respective subsidiaries may at times engage one or more investment bankers or other advisers to provide services in addition to, but not in lieu of, services provided by the Manager and/or the Manager Designees under this Agreement. In providing services to the Companies or their respective subsidiaries, the Manager and any Manager Designees will act as independent contractors, and it is expressly understood and agreed that this Agreement is not intended to create, and does not create, any partnership, agency, joint venture or similar relationship and that no party hereto has the right or ability to contract for or on behalf of any other party or to effect any transaction for the account of any other party hereto.

2. Payment of Fees. As compensation for the Services provided by the Manager and the Manager Designees under this Agreement:

(a) On the date hereof, the Companies, jointly and severally, will pay to the Manager (or its Manager Designee(s)) an initial fee (the Initial Fee") equal to $1,000,000, to be paid at the closing of the STG Transaction. In addition to the Initial Fee, on the date hereof, the Companies will pay to the Manager (or its Manager Designee(s)), an amount equal to all reasonable out-of pocket expenses incurred by or on behalf of the Manager and its affiliates in connection with the provision of the Services to the Companies pursuant to this Agreement through the date hereof (all such fees and expenses, in the aggregate, the "Covered Costs").

(b) During the Term, the Companies, jointly and severally, will pay to the Manager (or its Manager Designee(s)) an aggregate annual retainer fee (the "Annual Fee") equal to $750,000. The Annual Fee will be paid on a quarterly basis in advance, on each March 31, June 30, September 30 and December 31 (or if any such date is not a day where banks in New York, New York are able to be open for business, on the next day where such banks are able to be open for business).

(c) Each payment made pursuant to this Section 2 will be paid by wire transfer of immediately available funds to the account(s) specified by the Manager from time to time. On or before the date of each payment made pursuant to this Section 2, the Manager shall send an invoice to H&W indicating the amount due under this Section 2 and any Reimbursable Expenses pursuant to Section 5. Solely for purposes of this Section 2(c), the Manager may provide notice to H&W using electronic mail.

(d) Notwithstanding anything herein to the contrary, Manager (and each Manager Designee) acknowledges and agrees that (i) no amount shall be paid or payable hereunder to the extent prohibited by the terms or provisions of, or resulting in a default under any guarantee, financing or security agreement or indenture entered into by any of the Companies or any of their respective subsidiaries and in effect on such date in respect of indebtedness for borrowed money or debt security, including without limitation that certain Credit Agreement (the "Credit Agreement") dated as of the date hereof among H&W Franchise Intermediate Holdings LLC, the financial institutions party thereto as lenders (the "Lenders") and Monroe Capital Management Advisors, LLC, as administrative agent (the "Administrative Agent") (collectively, the "Financing Documents") and (ii) the failure by the Companies to make any payment under this Agreement by reason of any provision of a Financing Document shall not constitute a breach of or a default under this Agreement.

3. Deferral. Any fee (or portion thereof) that would have been payable to the Manager or any Manager Designee pursuant to Section 2(a) or (b) above but is prohibited from being paid under Section 2(d) will accrue upon the immediately succeeding period in which such amounts could, consistent with the Financing Documents, be paid, and will be paid in such succeeding period (in addition to such other amounts that would otherwise be payable at such time) in the manner set forth in Section 2(c). The parties hereto shall not amend either (i) Section 2(d) or 3 without the prior written consent of the Administrative Agent) or (ii) any other section hereof that in any way could reasonably be expected to materially adversely affect the interests of the Administrative Agent or Lenders without the prior written consent of the Administrative Agent. In the event any payment is received by Manager (or any Manager Designee) pursuant to the terms hereof, which is in violation of the Credit Agreement or other

Financing Documents, Manager (or such Manager Designee) shall turn over any such payment to the Companies. Administrative Agent and the Lenders are intended to be third party beneficiaries of, and Administrative Agent, on behalf of itself and the Lenders shall be entitled to enforce, the provisions of Section 2(d) and this Section 3. Notwithstanding anything herein to the contrary, all rights and benefits of Administrative Agent and the Lenders hereunder, including, without limitation, the subordination provisions set forth in this Section 3, shall terminate upon the Payment in Full of all Obligations (as such terms are defined in the Credit Agreement) and termination of any commitments to extend credit under the Credit Agreement, provided, however, that if at any time any payment of the Obligations is rescinded or must otherwise be returned by Administrative Agent or any Lender in connection with any insolvency, bankruptcy, receivership, custodianship, liquidation, reorganization, assignment for the benefit of creditors, secured or unsecured creditor enforcement, proposal, compromise, arrangement, realization, or proceeding for the liquidation, dissolution or other winding up of any of the Companies or any of their respective properties, the rights and benefits of Administrative Agent and Lenders, as applicable, hereunder shall automatically be reinstated.

4. Term. This Agreement will continue in full force and effect until the earliest of (i) December 31, 2027, (ii) such time as affiliates of the Manager cease to directly or indirectly hold at least ten percent (10%) of the equity securities of H&W, (iii) written termination by the Manager, (iv) the consummation by any of the Companies, one or more of their subsidiaries or any of their direct or indirect successors of an initial public offering of equity securities or equity interests in the Companies or their successors (an "IPO") and (v) the consummation of a Sale (as defined below). For the avoidance of doubt, termination of this Agreement will not relieve a party hereto from liability for any breach of this Agreement on or prior to such termination. In the event of a termination of this Agreement, the Companies will pay the Manager (or its Manager Designees) (y) all unpaid Initial Fees (pursuant to Section 2(a) above), unpaid Covered Costs incurred through the date of such termination (pursuant to Section 2(a) above), accrued but unpaid Annual Fees (pursuant to Section 2(b) above), unpaid Deferred Fees accrued through the date of such termination (pursuant to Section 3 above) and Reimbursable Expense (pursuant to Section 5(a) below) due with respect to periods prior to the date of termination. All of Section 4 through Section 14 will survive termination of this Agreement with respect to matters arising before or after such termination (whether in respect of or relating to services rendered during or after the Term). Each payment made pursuant to this Section 4 will be paid by wire transfer of immediately available funds to such account(s) as the Manager may specify to the Companies in writing prior to such payment. For the purposes of this Agreement, "Sale" means a transfer or issuance of equity securities of H&W (including, without limitation, by way of a merger, consolidation, amalgamation, share exchange or other form of similar business combination), in a single or series of related transactions, resulting in a person or persons, or entity or entities, other than the existing members owning, directly or indirectly, a majority of the voting power of H&W upon the consummation of such transfer or issuance or the sale of all or substantially all of the assets of H&W.

5. Expenses; Indemnification.

(a) Expenses. The Companies, jointly and severally, will pay to the Manager (or its Manager Designee(s)) on demand all Reimbursable Expenses (as defined below) whether incurred prior to or following the date of this Agreement. As used herein, "Reimbursable Expenses" means, without duplication, (i) all reasonable out-of-pocket expenses incurred by the Manager, Manager Designees or any of their affiliates from and after the date hereof in connection with the provision of the Services pursuant to this Agreement (including, without limitation, all travel-related expenses and professional fees), and (ii) all reasonable out-of-pocket legal expenses incurred by the Manager, its affiliates or the Manager Designees in connection with (x) the negotiation and execution of the STG Purchase Agreement and the CB Purchase Agreement and (y) the enforcement of rights or taking of actions under this Agreement; provided, however, that such expenses will not be Reimbursable Expenses to the extent previously paid by the Companies as Covered Costs in accordance with Section 2.

(b) Indemnity and Liability. The Companies, jointly and severally, will indemnify, exonerate and hold the Manager, the Manager Designees and each of their respective partners, shareholders, members, affiliates, associated investment funds, directors, officers, fiduciaries, managers, controlling persons, employees and agents and each of the partners, shareholders, members, affiliates, associated investment funds, directors, officers, fiduciaries, managers, controlling persons, employees and agents of each of the foregoing (collectively, the "Indemnitees"), each of whom is an intended third-party beneficiary of this Agreement, free and harmless from and against any and all actions, causes of action, suits, claims, liabilities, losses, damages and costs and out-of-pocket expenses in connection therewith (including, without limitation, attorneys' fees and expenses) incurred by the Indemnitees or any of them before or after the date of this Agreement (collectively, the "Indemnified Liabilities") arising out of any action, cause of action, suit, arbitration, investigation or claim (whether between the relevant Indemnitee and any of the Companies or involving a third party claim against the relevant Indemnitee), or in any way arising out of or directly or indirectly relating to this Agreement or the Services provided hereunder; provided that the foregoing indemnification rights will not be available to the extent that any such Indemnified Liabilities arose on account of such Indemnitee's fraud, gross negligence or willful misconduct; and provided, further, that if and to the extent that the foregoing undertaking may be unavailable or unenforceable for any reason, each of the Companies hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. For purposes of this Section 5(b), none of the circumstances described in the limitations contained in the two provisos in the immediately preceding sentence will be deemed to apply absent a final non-appealable judgment of a court of competent jurisdiction to such effect, in which case to the extent any such limitation is so determined to apply to any Indemnitee as to any previously advanced indemnity payments made by the Companies, then such payments will be promptly repaid by such Indemnitee to the Companies without interest. The rights of any Indemnitee to indemnification hereunder will be in addition to any other rights any such person or entity may have under any other agreement or instrument referenced above or any other agreement or instrument to which such Indemnitee is or becomes a party or is or otherwise becomes a beneficiary or under law or regulation; provided that (i) the Companies hereby agree that they are the indemnitors of first resort under this Agreement and under any other applicable indemnification agreement (i.e., their obligations to Indemnitees under this Agreement or any other agreement or undertaking to provide advancement and/or indemnification to such Indemnitees are primary and any obligation of the Manager (or any affiliate thereof other than

H&W) to provide advancement or indemnification for the Indemnified Liabilities incurred by Indemnitees are secondary) and (ii) if the Manager (or any affiliate thereof) pays or causes to be paid, for any reason, any amounts otherwise indemnifiable hereunder or under any other indemnification agreement (whether pursuant to contract, by-laws or charter) with any Indemnitee, then (x) the Manager (or such affiliate, as the case may be) will be fully subrogated to all rights of such Indemnitee with respect to such payment and (y) the Companies will fully indemnify, reimburse and hold harmless the Manager (or such other affiliate) for all such payments actually made by the Manager (or such other affiliate) and irrevocably waive, relinquish and release the Manager for contribution, subrogation or any other recovery of any kind in respect of any advancement of expenses or indemnification hereunder.

6. Disclaimer and Limitation of Liability; Opportunities.

(a) Disclaimer; Standard of Care. Neither the Manager nor any of its Manager Designees makes any representations or warranties, express or implied, in respect of the services to be provided by the Manager or the Manager Designees hereunder.

(b) Freedom to Pursue Opportunities. In recognition that the Manager, the Manager Designees and the Indemnitees have access to information about the Companies that will enhance such persons' knowledge and understanding of the industries in which the Companies operate, and currently have and will in the future have or will consider acquiring, investments in numerous companies with respect to which the Manager, the Manager Designees or the Indemnitees may serve as an advisor, a director or in some other capacity, and in recognition that the Manager, each Manager Designee and the Indemnitees have myriad duties to various investors and partners, and in anticipation that the Companies, on the one hand, and the Manager and each Manager Designee (or one or more of the Indemnitees), on the other hand, may engage in the same or similar activities or lines of business and have an interest in the same areas of corporate opportunities, and in recognition of the benefits to be derived by the Companies hereunder and in recognition of the difficulties which may confront any advisor who desires and endeavors fully to satisfy such advisor's duties in determining the full scope of such duties in any particular situation, the provisions of this Section 6(b) are set forth to regulate, define and guide the conduct of certain affairs of the Companies as they may involve the Manager, the Manager Designees or the Indemnitees, and, except as the Manager or a Manager Designee may otherwise agree in writing after the date hereof:

(i) the Manager or such Manager Designee and their respective Indemnitees will have the right: (A) to directly or indirectly engage in any business (including, without limitation, any business activities or lines of business that are the same as or similar to those pursued by, or competitive with, the Companies and their subsidiaries), (B) to directly or indirectly do business with any client or customer of the Companies and their subsidiaries, (C) to take any other action that the Manager or such Manager Designee believes in good faith is necessary to or appropriate to fulfill its obligations as described in the first sentence of this Section 6 (b) to third parties and (D) not to communicate or present potential transactions, matters or business opportunities to the Companies or any of their subsidiaries, and to pursue, directly or indirectly, any such opportunity for itself, and to direct any such opportunity to another person or entity;

(ii) the Manager, such Manager Designee and their respective Indemnitees will have no duty (contractual or otherwise) to communicate or present any corporate opportunities to the Companies or any of their affiliates or to refrain from any actions specified in Section 6(b)(i), and the Companies, on their own behalf and on behalf of their affiliates, hereby renounce and waive any right to require the Manager, such Manager Designee or any of their respective Indemnitees to act in a manner inconsistent with the provisions of this Section 6(b);

(iii) except as provided in Section 6(a), or in any of the agreements entered into in connection with the Transactions, none of the Manager, the Manager Designees nor any of their respective Indemnitees will be liable to the Companies or any of their affiliates for breach of any duty (contractual or otherwise) by reason of any activities or omissions of the types referred to in this Section 6(b) or of any such person's or entity's participation therein; and

(iv) there is no restriction on the Manager, Manager Designee or any Indemnitee using such knowledge and understanding in making investment, voting, monitoring, governance or other decisions relating to other entities or securities.

(c) Limitation of Liability. Except in the event of fraud, gross negligence or willful misconduct, in no event will the Manager, its Manager Designees or any of its related Indemnitees be liable to the Companies or any of their affiliates for any indirect, special, incidental or consequential damages, including, without limitation, lost profits or savings, whether or not such damages are foreseeable, or for any third party claims (whether based in contract, tort or otherwise), relating to, in connection with or arising out of this Agreement, before or after termination of this Agreement, including, without limitation, the services to be provided by the Manager or the Manager Designees hereunder, or in excess of the fees received by the Manager or Manager Designee hereunder.

7. Assignment, etc. Except as provided below, and without limiting the Manager's rights to have payments owed to it under this Agreement to be paid to its Manager Designees or other affiliates, none of the parties hereto will have the right to assign this Agreement without the prior written consent of each of the other parties. Notwithstanding the foregoing, (a) the Manager may assign all or part of its rights and obligations hereunder to any of its respective affiliates that provides services similar to those called for by this Agreement and (b) the provisions hereof for the benefit of Indemnitees will inure to the benefit of such Indemnitees and their successors and assigns as third-party beneficiaries hereof.

8. Amendments and Waivers. No amendment or waiver of any term, provision or condition of this Agreement will be effective unless in writing and executed by the Companies and the Manager; provided, that the Manager may waive any portion of any fee to which it is entitled pursuant to this Agreement. No waiver on any one occasion will extend to or effect or be construed as a waiver of any right or remedy on any future occasion. No course of dealing of any person or entity nor any delay or omission in exercising any right or remedy will constitute an amendment of this Agreement or a waiver of any right or remedy of any party hereto.

9. Governing Law; Jurisdiction. THIS AGREEMENT AND ALL MATTERS ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. ANY ACTION OR PROCEEDING AGAINST ANY OF THE PARTIES HERETO RELATING IN ANY WAY TO THIS AGREEMENT MUST BE BROUGHT AND ENFORCED EXCLUSIVELY IN THE COURTS OF THE STATE OF DELAWARE OR (TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS THEREFOR) IN ANY FEDERAL COURT LOCATED IN THE STATE OF DELAWARE SITTING IN WILMINGTON COUNTY, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING.

10. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

11. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior communication, contracts or agreements, whether oral or written, including, for the avoidance of doubt, that certain Management Services Agreement, dated May 2, 2017, by and among Club Pilates Franchise, LLC (a subsidiary of H&W) and the Manager (the "Prior Agreement"). Notwithstanding the foregoing, this Agreement shall not limit any obligations of Club Pilates Franchise, LLC or any rights or remedies of the Manager due under the Prior Agreement.

12. Notice. All notices, demands, and communications required or permitted under this Agreement will be in writing and will be effective if served upon another party and such other party's copied persons as specified below to the address set forth for it below (or to such other address as such party will have specified by notice to each other party delivered in accordance with this Section 12) if (i) delivered personally, (ii) sent and received by facsimile or (iii) sent by certified or registered mail or by Federal Express, UPS or any other comparably reputable overnight courier service, postage prepaid, to the appropriate address as follows:

If to the Companies, to:

H&W Franchise Holdings LLC
c/o TPG Growth
301 Commerce Street
Suite 3300
Fort Worth, TX 76102
Attn: Office of General Counsel

If to the Manager, to:

TPG Growth III Management, LLC
301 Commerce Street
Suite 3300
Fort Worth, TX 76102
Attention: General Counsel
Facsimile: (817) 871-4010

with a copy (which will not constitute notice) to:

Morrison Cohen LLP
909 Third Avenue
New York, NY 10022
Attention: David A. Scherl, Esq.
Steven M. Cooperman, Esq.
Facsimile: (212) 735-8708

Unless otherwise specified herein, such notices or other communications will be deemed effective, (a) on the date received, if personally delivered or sent by facsimile during normal business hours, (b) on the business day after being received if sent by facsimile other than during normal business hours, (c) one business day after being sent by Federal Express, DHL or UPS or other comparably reputable delivery service and (d) five business days after being sent by registered or certified mail. Each of the parties hereto will be entitled to specify a different address by giving notice as aforesaid to each of the other parties hereto.

13. Severability. If in any proceedings a court will refuse to enforce any provision of this Agreement, then such unenforceable provision will be deemed eliminated from this Agreement for the purpose of such proceedings to the extent necessary to permit the remaining provisions to be enforced. To the full extent that provisions of any applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms, and in the event that any provision hereof will be found to be invalid or unenforceable, such provision will be construed by limiting it so as to be valid and enforceable to the maximum extent consistent with and possible under applicable law.

14. Counterparts. This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which together will constitute one and the same agreement.

[*remainder of page intentionally left blank – signature page follows]*

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first above written.

H&W FRANCHISE HOLDINGS LLC

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Co-Chief Executive Officer

TPG GROWTH III MANAGEMENT, LLC

By: /s/ Michael LaGatta
Name: Michael LaGatta
Title: Vice President

{Signature Page to Management Services Agreement}

Exhibit 10.10

ASSIGNMENT, ASSUMPTION, WAIVER AND RELEASE AGREEMENT

This ASSIGNMENT, ASSUMPTION, WAIVER AND RELEASE AGREEMENT (this "Agreement"), dated as of June 28, 2018, is entered into by and among TPG Growth III Management, LLC, a Delaware limited liability company ("TPG"), H&W Franchise Holdings LLC, a Delaware limited liability company (the "Company," and together with any direct and indirect subsidiaries, the "Companies"), and H&W Investco LP, a Delaware limited partnership ("Assignee," and together with TPG and the Companies, the "Parties"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Management Agreement referred to below.

WHEREAS, the TPG and the Companies have previously entered into that certain Management Services Agreement,dated as of September 29, 2017 (together with all exhibits thereto, as the same may have been amended, the "Management Agreement");

WHEREAS, certain affiliates of TPG shall sell all of their direct and indirect equity interests in the Companies to certain affiliates of Assignee pursuant to the terms of that certain Securities Purchase Agreement dated as of the date hereof between such affiliates of TPG and such affiliates of the Assignee (the "Purchase Agreement"); and

WHEREAS, in connection with the closing of the transactions contemplated by the Purchase Agreement, the Partieswish to pay certain fees and expenses to TPG thereunder, waive certain provisions of the Management Agreement, provide the releases set forth herein and assign TPG's rights, title and interest under the Management Agreement to the Assignee, pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Partiesagree as follows:

1. Payment of Fees. Upon the closing of the transactions contemplated by the Purchase Agreement, the Company shall pay to TPG the aggregate amount of $935,935.30 (the "Closing Payment") consisting of (a) $520,879.00 in respect of accrued and unpaid Annual Fees and (b) $415,056.30 in respect of Reimbursable Expenses. TPG (on behalf of itself, any Manager Designee or their respective affiliates) acknowledges that the payment of the Closing Payment constitutes payment in full and satisfaction by the Companies of all of their obligations to TPG under the Management Agreement as of the date hereof.

2. Waiver. Notwithstanding the provisions of Section 4(v) of the Management Agreement to the contrary, the Parties agree that: (i) the closing of the transactions contemplated by the Purchase Agreement shall not constitute a Sale within the meaning of Section 4(v) of the Management Agreement; (ii) each party shall waive its rights pursuant to Section 4(v) of the Management Agreement, which call for the termination of the Management Agreement upon the consummation of the transactions contemplated by the Purchase Agreement; and (iii) the Management Agreement (including Section 4(v) thereof) shall of the survive the closing of the Transaction and continue in full force and effect following such closing.

3. Release. TPG, on the one hand, and the Companies, on the other hand, on behalf of itself or themselves and its or their present and former affiliates and direct and indirect equityholders and its and their directors, managers, officers, employees, other representatives, and the successors and assigns of the foregoing (collectively, the "Releasors"), hereby releases, waives and forever discharges the Companies on the one hand, or TPG on the other hand, as applicable, and its or their present and former affiliates and direct and indirect equityholders and its and their directors, managers, officers, other representatives, and the successors and assigns of the foregoing (collectively, the "Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity, which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever arising out of or relating to the Management Agreement or the transactions contemplated thereby or services performed thereunder. The Releasees are expressly made third-party beneficiaries of this Section 3.

4. Assignment and Assumption. Effective upon the closing of the transactions contemplated by the Purchase Agreement (including the making of the Closing Payment pursuant to Section 1 hereof), and in reliance on the releases provided pursuant toSection 3 hereof, TPG hereby irrevocably transfers, assigns and delivers to Assignee all of TPG's rights, title and interest under the Management Agreement and Assignee hereby accepts such assignment and assumes and agrees to be responsible for performance and discharge of TPG's obligations under the Management Agreement.

5. Governing Law; Jurisdiction. THIS AGREEMENT AND ALL MATTERS ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. ANY ACTION OR PROCEEDING AGAINST ANY OF THE PARTIES HERETO RELATING IN ANY WAY TO THIS AGREEMENT MUST BE BROUGHT AND ENFORCED EXCLUSIVELY IN THE COURTS OF THE STATE OF DELAWARE OR (TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS THEREFOR) IN ANY FEDERAL COURT LOCATED IN THE STATE OF DELAWARE SITTING IN WILMINGTON COUNTY, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING.

5. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY

6. Further Assurances. Upon the terms and subject to the conditions contained herein, the Parties agree (i) to use commercially reasonable efforts to take, or cause to be taken,
all actions and to do, or cause to be done, all things necessary, proper or advisable to effect, consummate, make effective, confirm or evidence transactions contemplated by this Agreement and (ii) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated by this Agreement.

7. Counterparts. This instrument may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

of each Phantom Unit then held by such Participant equal to the excess, if any, of the Per Unit Change of Control Price over the Base Amount of each such Phantom Unit, plus (ii) within 30 days following the Change of Control, the Tax Gross Up Payment (collectively, clause (i) plus clause (ii), the "***Aggregate Amount***"). Any payments made by the Company in respect of any Phantom Units in accordance with this Section 5.03 shall be paid to Participants in the same proportion of cash or securities or other property received by the Company or its Unit holders, as applicable, in connection with such Change of Control; *provided,* that, in the event any portion of the Per Unit Change of Control Price is paid to the Company or its Unit holders at a date later than the date that is 30 days following the Change of Control (e.g., any escrowed amounts or earnouts), a corresponding pro rata portion of the Aggregate Amount shall be paid to the applicable Participant within 30 days of receipt of such portion of the Per Unit Change of Control Price by the Company or its Unit holders, as applicable (provided that unless otherwise permitted by section 409A of the Code, no portion of the Aggregate Amount shall be payable after the fifth anniversary of the Change of Control). In the event any portion of the Per Unit Change of Control Price is subject to a purchase price adjustment, indemnification obligation or other contingency, the Aggregate Amount shall be treated in a substantially similar manner as payments to Unit holders in respect of Units. Prior to the occurrence of a Change of Control, no payments or distributions shall be made in respect of any Phantom Units except as may be provided by Section 5.06. For the avoidance of doubt, if profits interests no longer receive favorable tax treatment under the Code, then no Tax Gross Up Payment will be paid to any Participant.

Section 5.04 *Cancelation of Phantom Units.* Immediately following the final payment to a Participant under Section 5.03, the Phantom Unit pursuant to which such payment was made shall automatically be canceled without any further payment therefor.

Section 5.05 *Termination of Engagement.* Notwithstanding anything to the contrary in this Plan or any Award Letter, if a Participant's engagement is terminated by the Company for Cause, or by the Participant for any reason, or if a Participant breaches any restrictive covenant between the Company or its Affiliates and such Participant, all Phantom Units held by such Participant shall be immediately forfeited without payment therefor.

Section 5.06 Repurchase Right.

(a) *Generally.* In the event of the termination of a Participant's engagement with the Company for any reason, any vested Phantom Units held by the Participant will be subject to purchase by the Company pursuant to this Section 5.06 (the "***Purchase Right***").

(b) *Notice.* The Company may elect to purchase all or any portion of the vested Phantom Units bydelivering written notice (the "Purchase Notice") to the Participant within 180 days after the termination of the Participant's active engagement with the Company. The Purchase Notice will set forth the number of vested Phantom Units to be acquired from the Participant, the aggregate consideration to be paid for such vested Phantom Units and the time and place for the closing of the transaction. The purchase price for the vested Phantom Units

shall be equal to their Fair Market Value as of the Participant's termination as determined in the reasonable judgment of the Member; *provided*, that upon the termination of the Participant's active engagement with the Company or any if its Affiliates for Cause or Good Reason, the purchase price for such vested Phantom Units shall be equal to the lower of cost and Fair Market Value (the "***Purchase Price***"). The number of vested Phantom Units to be purchased by the Company shall first be satisfied to the extent possible from the vested Phantom Units held by the Participant at the time of delivery of the Purchase Notice.

(c) *Closing.* The closing of the purchase of vested Phantom Units pursuant to the Purchase Right shalltake place on the date designated by the Company in the Purchase Notice, which date shall not be more than 30 days nor less than five days after the delivery of the Purchase Notice. The Company shall pay for the vested Phantom Units to be purchased by it pursuant to the Purchase Right by (x) cash payable by delivery of a check; (y) by a wire transfer of funds or (z) by a promissory note that is payable in three equal annual installments (which accelerates upon a Change of Control) and accrues interest at the then applicable short-term applicable federal rate (compounded annually), in each case, in the amount of the aggregate Purchase Price of the vested Phantom Units being purchased by the Company. The purchasers of vested Phantom Units hereunder will be entitled to receive customary representations and warranties from the sellers regarding such sale.

(d) *Attorney-In-Fact*. Upon the delivery of the cash payment described herein by the Company (or itsdesignee), the Participant shall take all actions necessary, and execute all related documents specified by the Company as being reasonably necessary to consummate the sale of the vested Phantom Units to the Company (or its designee), and the Participant shall appoint the Company's Secretary as the Participant's true and lawful attorney-in-fact to exercise and deliver all such instruments, documents and writings, and to take all such actions as shall be required to consummate the sale of the vested Phantom Units to the Company (or its designee) as contemplated in this Section 5.06. Such power is a special Power of Attorney coupled with an interest, is irrevocable, and shall run with the vested Phantom Units to any subsequent owners thereof.

(e) *Other Matters.* All repurchases of vested Phantom Units pursuant to this Section 5.06 shall besubject to all applicable restrictions under law and the Company's and its Subsidiaries' financing agreements. If any such restrictions prohibit the closing described in Section 5.06(c) above, the Company shall promptly give written notice to the Participant of such restriction. The Company's rights under this Section 5.06 shall be preserved and time periods governing such rights or obligations shall be tolled for the duration of such restriction, and the Company may make such purchases as soon as (and to the extent that) it is permitted to do so by law and such financing agreements; *provided*, that when payment eventually takes place as contemplated by this Section 5.06(e), the Purchase Price shall be the Fair Market Value of the vested Phantom Units as of the date the Company consummates such purchases.

Section 5.07 *Limitation on Benefits*. Notwithstanding anything to the contrary contained in the Plan, to the extent that any of the payments and benefits provided under the Plan or any other agreement, or arrangement between the Company and its Subsidiaries and a Participant (collectively, the "***Payments***") would constitute a "parachute payment" within the meaning of section 280G of the Code, the amount of such Payments shall be reduced to the amount that would result in no portion of the Payments being subject to the excise tax imposed pursuant to section 4999 of the Code. If any Payments that would be reduced or eliminated, as the case may be, pursuant to the immediately preceding sentence, but would not be reduced if the stockholder approval requirements of section 280G(b)(5) of the Code are satisfied, the Company shall use its reasonable best efforts to cause such payments to be submitted for such approval prior to the transaction giving rise to such payments.

Article VI
Effective Date, Amendment and Termination

The Plan shall be effective upon adoption by the Board of Managers of the Company, or such later date as the Member shall specify, and shall automatically expire on the tenth anniversary thereof (except as to outstanding Phantom Units), unless sooner terminated pursuant to this Article VI. The Member may at any time terminate or suspend the Plan, and from time to time may amend or modify the Plan and, except as expressly set forth in an Award Letter, any Phantom Units and Award Letter. Unit holder approval of any such termination, suspension, amendment or modification shall be obtained to the extent mandated by applicable law, or if otherwise deemed appropriate by the Member.

Article VII
General Provisions

Section 7.01 *Beneficiary Designation*. Each Participant may from time to time name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under the Plan is to be paid or by whom any right under the Plan is to be exercised in case of his death. Each designation will revoke all prior designations by the same Participant, shall be in a form prescribed by the Committee and will be effective only when filed by the Participant in writing with the Committee during the Participant's lifetime. In the absence of any such designation, benefits outstanding that remain unpaid at the Participant's death shall be paid to the Participant's surviving spouse, if any, or otherwise to his estate.

Section 7.02 *Nontransferability of Phantom Units.* No Phantom Unit may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

Section 7.03 *Tax Withholding.* All payments and benefits provided under the Plan and any Award Letter shall be subject to any and all applicable taxes, as required by applicable Federal, state, local and foreign law and regulations.

Section 7.04 *Requirements of Law.* Phantom Units shall be subject to all applicable laws, rules and regulations, and to such approvals as may be appropriate or required, as determined by the Committee. Notwithstanding any other provision of the Plan, no Phantom Units shall be granted, and no payments in respect of any Phantom Unit shall be made, if such grant or payment would result in a violation of applicable law. Neither the Company nor any of its Affiliates nor any of their respective managers, directors or officers shall have any obligation or liability to a Participant with respect to any Phantom Units for any failure to comply with the requirements of any applicable law, rules or regulations, including, but not limited to, any failure to comply with the requirements of section 409A of the Code.

Section 7.05 *No Guarantee of Service or Participation.* Nothing in the Plan shall interfere with or limit in any way the right of the Company or any Affiliate thereof to terminate any Participant's services at any time and for any reason, nor confer upon any Participant any right to continue in the service of the Company or any Affiliate thereof. In addition, if any Participant's services to the Company or any of its Affiliates shall be terminated for any reason, such Participant shall not be eligible for any compensation or remuneration with respect to such termination (except as otherwise expressly provided in this Plan or any applicable Award Letter) to compensate such Participant for the loss of any rights under the Plan. No member, officer or key employee of, or consultant to, the Company or any Subsidiary shall have a right to be selected as a Participant or, having been so selected, to receive any Phantom Units. The Committee may establish different terms and conditions for different Participants receiving Phantom Units and for the same Participant for each grant of Phantom Units such Participant may receive, whether or not granted at different times. The grant of any Phantom Units to any member, officer or key employee of, or consultant to, the Company or any Subsidiary shall neither entitle such Person to, nor disqualify that Person from, the grant of any other Phantom Units. The Committee's selection of a member, officer or key employee of, or consultant to, the Company or any Subsidiary as a Participant shall neither entitle such Person to, nor disqualify such Person from, participation in any other incentive plan of the Company or any of its Affiliates.

Section 7.06 *No Limitation on Compensation.* Nothing in the Plan shall be construed to limit the right of the Company or any of its Affiliates to establish other plans or to pay compensation to its employees in cash or property.

Section 7.07 *No Right to Particular Assets.* Nothing contained in the Plan and no action taken pursuant to the Plan shall create or be construed to create a trust of any kind or any fiduciary relationship between the Company and any Affiliate thereof, on the one hand, and any Participant or executor, administrator or other personal representative or designated beneficiary of such Participant, on the other hand, or any other Persons. Any reserves that may be established by the Company or any Affiliate thereof in connection with the Plan shall continue to be held as part of the general funds of the Company or such Affiliate, and no individual or entity other than the Company or such Affiliate shall have any interest in such funds until paid to a Participant. To the extent that any Participant or his executor, administrator or other personal representative, as the case may be, acquires a right to receive any payment from the Company or any Affiliate thereof pursuant to the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company or such Affiliate.

Section 7.08 *No Impact on Benefits.* Phantom Units shall not be treated as compensation for purposes of calculating a Participant's rights under any employee benefit plan.

Section 7.09 *No Rights as a Unit Holder.* No Participant shall have any rights as a Unit holder of the Company (including, but not limited to, voting rights or the right to receive distributions) with respect to any Phantom Units.

Section 7.10 *Freedom of Action.* Subject to Article VI, nothing in the Plan or any Award Letter shall be construed as limiting or preventing the Company or any of its Affiliates from taking any action with respect to the operation or conduct of its business that it deems appropriate or in its best interest, and no Participant, beneficiary or other person shall have any claim against the Company as a result of any such action.

Section 7.11 *Governing Law*. The Plan and the Phantom Units shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the choice of law principles thereof.

Section 7.12 *Severability*. In the event that any one or more of the provisions of the Plan or any Award Letter shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not be affected thereby.

Section 7.13 *Exculpation*. Neither the Member nor any member of the Committee nor any other officer or employee of the Company or any Subsidiary acting on behalf of the Company or any Subsidiary with respect to the Plan shall be directly or indirectly responsible or otherwise liable by reason of any action or default as a Member, member of the Committee, or other officer or employee of the Company or any Subsidiary acting on behalf of the Company or any Subsidiary with respect to this Plan, or by reason of the exercise of or failure to exercise any power or discretion as such person, except for any action, default, exercise or failure to exercise resulting from such person's gross negligence, breach of fiduciary duty or willful misconduct. Neither the Member nor any member of the Committee shall be liable in any way for the acts or defaults of the Member or any other member of the Committee, as the case may be, or any of their respective advisors, agents or representatives.

Section 7.14 *Indemnification*. The Member and each individual who is or shall have been a member of the Committee shall be indemnified and held harmless by the Company to the fullest extent permitted by the LLC Agreement against and from any loss, cost liability or expense (including any related attorney's fees and advances thereof) that may be imposed upon or reasonably incurred by it or him in connection with, based upon or arising or resulting from any claim, action, suit or proceeding to which it or he may be made a party or in which it or he may be involved by reason of any action taken or failure to act under or in connection with the Plan or any Award Letter and against and from any and all amounts paid by him in settlement thereof, with the Company's approval, or paid by it or him in satisfaction of any judgment in any such action, suit or proceeding against it or him; *provided*, that the Member or such individual shall give the Company an opportunity, at its own expense, to handle and defend the same before it or he undertakes to handle and defend it on it's or his own behalf. The foregoing right of indemnification shall not be exclusive and shall be independent of any other rights of indemnification to which the Member or such individuals may be entitled under the Company's certificate of formation, by contract, as a matter of law or otherwise.

Section 7.15 *Notices*. Each Participant shall be responsible for furnishing the Company with the current and proper address for the mailing of notices and delivery of agreements, if applicable. Any notices required or permitted to be given shall be deemed given if directed to the addressee at such address and mailed by regular United States mail, first-class and prepaid or by overnight courier. If any item mailed to such address is returned as undeliverable to the addressee, mailing will be suspended until the intended recipient furnishes the proper address (but such suspension shall not toll any specified time periods).

Section 7.16 *Incapacity*. Any benefit payable to or for the benefit of a minor, an incompetent person or other person incapable of receiving such benefit shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Member, the Committee, the Company and its Affiliates, and the other parties with respect thereto.

Section 7.17 *Rights Cumulative; Waiver*. The rights and remedies of Participants and the Company under this Plan shall be cumulative and not exclusive of any rights or remedies which either would otherwise have hereunder or at law or in equity or by statute, and no failure or delay by either party in exercising any right or remedy shall impair any such right or remedy or operate as a waiver of such right or remedy, nor shall any single or partial exercise of any power or right preclude such party's other or further exercise or the exercise of any other power or right. The waiver by any Participant or by the Member, the Committee or the Company of any provision of the Plan shall not operate or be construed as a waiver of any preceding or succeeding breach, and no failure by any such party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise the same any subsequent time or times hereunder

Section 7.18 *Headings and Captions*. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan and shall not be employed in the construction of the Plan.

Exhibit 10.11

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made and entered into and effective this 30th day of June, 2018 (the "Effective Date") by and between H&W Investco Management, LLC (the "Company") and Anthony Geisler ("Consultant").

WHEREAS, the Company was assigned from TPG Growth III Management, LLC ("TPG"), all of its right, title and interest in that certain Management Services Agreement (the "Management Agreement"), dated September 29, 2017, between TPG and H&W Franchise Holdings, LLC ("H&W Franchise").

WHEREAS, Company desires to retain Consultant's services in connection with the Management Agreement and Consultant desires to perform such services pursuant to the terms and conditions hereof.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, Consultant and the Company hereby agree as follows:

Section 1. Consulting Appointment; Term; Services and Compensation

1.1 Retention. Subject to the terms and conditions hereof, the Company hereby retains, effective as of the Closing, Consultant, and Consultant hereby agrees to act, as a consultant to the Company in accordance with the terms hereof.

1.2 Term. Consultant shall render consulting services hereunder to the Company, as determined in Consultant's sole discretion, commencing on the Effective Date and continuing during the Term (as such term is defined in the Management Agreement), or during the term of any successor Agreement entered into with the Company or any of its affiliates or related parties. For avoidance of doubt, the term hereunder will continue in the event the Management Agreement is amended or replaced with an agreement between H&W Franchise and the Company or any of their respective affiliates or related parties. Consultant may terminate this Agreement upon ten (10) days prior written notice.

1.3 Compensation. In consideration of the consulting services to be performed by Consultant under this Agreement, the Company shall pay Consultant a consulting fee payable at the rate of $400,000 per year. Such fee shall be payable at any time the Company receives payment of the Annual Fee under the Management Agreement and shall be payable proportionately based upon the percentage such consulting fee is to the entire Annual Fee (i.e. $400,000/ $750,000 or 53.333%). Consultant acknowledges and agrees that Consultant shall be solely responsible for any and all costs, withholdings, taxes, social security, health care, insurance policies, or other similar expenses related to or required in conjunction with Consultant's providing of the Services.

1.4 Indemnification. The Consultant shall be a beneficiary of any rights to indemnification or similar rights provided the Company under the Management Agreement.

Section 2. Miscellaneous

2.1 Entire Agreement; Modification. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the matters set forth herein and supersedes all prior and contemporaneous oral or written negotiations, undertakings, discussions, understandings and agreements between such parties with respect thereto. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Company and Consultant.

2.2 General Provisions.

(a) Severability. Whenever possible each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or term of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision or term shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement; provided, that if a court having competent jurisdiction shall find that any covenant or other provision contained in this Agreement is unreasonable, arbitrary or against public policy, such court shall have the power to reduce the maximum period, scope or geographic area of such covenant, and such covenant shall be enforceable in such reduced form.

(b) Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(c) Waiver. No failure on the part of the Company to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of the Company in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. The Company shall not be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of the Company, as applicable, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

(d) Assignment. Except as otherwise expressly provided herein, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Consultant shall have the right to assign all or part of this Agreement to any family member, trust or affiliate of Consultant.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of digital imaging and electronic mail or a facsimile machine, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first written above.

H&W INVESTCO MANAGEMENT, LLC

By: /s/ Mark Grabowski
Name: Mark Grabowski
Title:

CONSULTANT:

/s/ ANTHONY GEISLER
ANTHONY GEISLER

[Signature Page to Consulting Agreement]

Exhibit 10.15

FORM OF REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "**Agreement**") is made and entered into as of [DATE] among Xponential Fitness, Inc., a Delaware corporation (the "**Company**"), and the persons identified on Schedule A hereto (collectively, the "**Investors**" and, each individually, an "**Investor**").

WHEREAS, the Company and Preferred Investors are parties to a Securities Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), pursuant to which the Investors are purchasing [_____] shares of Preferred Stock (as defined below) of the Company; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement and pursuant to the terms of the Purchase Agreement, the parties hereto desire to enter into this Agreement in order to grant certain registration rights to the Investors as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties hereto agree as follows:

1. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"**Affiliate**" of a Person means any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Alternative IPO Entities**" has the meaning set forth in Section 11.

"**Board**" means the Board of Directors (or any successor governing body) of the Company.

"**Business Day**" means any day other than a Saturday, Sunday or day on which banking institutions in New York, New York are authorized or obligated by law or executive order to close.

"**Commission**" means the Securities and Exchange Commission or any other federal agency administering the Securities Act and the Exchange Act at the time.

"**Common Stock**" means the Common Stock of the Company and any other shares issued or issuable with respect thereto (whether by way of an equity distribution or share split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other corporate reorganization or other similar event with respect to the Common Stock).

"**Company**" has the meaning set forth in the preamble and includes the Company's successors by merger, acquisition, reorganization or otherwise.

"**Controlling Person**" has the meaning set forth in Section 5(g).

"**Demand Registration**" has the meaning set forth in Section 2(b).

"**DTCDRS**" has the meaning set forth in Section 5(r).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Existing Investors**" means those Investors included under the "Existing Investors" heading on Schedule A.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"**Inspectors**" has the meaning set forth in Section 5(h).

"**Investors**" has the meaning set forth in the preamble.

"**IPO**" means an initial underwritten public offering of the Common Stock pursuant to an effective Registration Statement filed under the Securities Act.

"**Lock-Up Agreement**" means any agreement entered into by a holder of Common Stock that provides for restrictions on the transfer of Registrable Securities held by such Investor.

"**Long-Form Registration**" has the meaning set forth in Section 2(a).

"**MSD**" means any Affiliate of MSD Partners, L.P., or MSD Capital, L.P. who is or becomes party to this Agreement and each of their respective designees and Affiliates, so long as such Persons continue to hold Registrable Securities.

"**Permitted Party**" means any Person that is an Affiliate of Mark Grabowski or Anthony Geisler.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"**Piggyback Registration**" has the meaning set forth in Section 3(a).

"**Piggyback Registration Statement**" has the meaning set forth in Section 3(a).

"**Piggyback Shelf Registration Statement**" has the meaning set forth in Section 3(a).

"**Piggyback Shelf Takedown**" has the meaning set forth in Section 3(a).

"**Potential Participant**" has the meaning set forth in Section 2(f).

"**Preferred Investors**" means those Investors included under the "Preferred Investors" heading on Schedule A.

"**Preferred Stock**" means the Preferred Stock issued or issuable to the Preferred Investors pursuant to the Purchase Agreement.

"**Prospectus**" means the prospectus or prospectuses included in any Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance on Rule 430A under the Securities Act or any successor rule thereto), as amended or supplemented by any prospectus supplement, including any Shelf Supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

"**Purchase Agreement**" has the meaning set forth in the recitals.

"**Records**" has the meaning set forth in Section 5(h).

"**Registrable Securities**" means (a) any Common Stock beneficially owned by the Investors and any Common Stock issuable upon conversion of the Preferred Stock, and (b) any Common Stock issued or issuable with respect to any securities described in subsection (a) above by way of a share distribution or share split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event with respect to the Common Stock (it being understood that, for purposes of this Agreement, a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (x) the Commission has declared a Registration Statement covering such securities effective and such securities have been disposed of pursuant to such effective Registration Statement, or (y) such securities are sold under circumstances in which all of the applicable conditions of Rule 144 under the Securities Act are met.

"**Registration Date**" means the date on which the Company becomes subject to Section 13(a) or Section 15(d) of the Exchange Act.

"**Registration Statement**" means any registration statement of the Company, including the Prospectus, amendments and supplements (including Shelf Supplements) to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference in such registration statement.

"**Rule 144**" means Rule 144 under the Securities Act or any successor rule thereto.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Selling Expenses**" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities.

"**Shelf Registration**" has the meaning set forth in Section 2(c).

"**Shelf Registration Statement**" has the meaning set forth in Section 2(c).

"Shelf Supplement" has the meaning set forth in Section 2(e).

"**Shelf Takedown**" has the meaning set forth in Section 2(e).

"**Short-Form Registration**" has the meaning set forth in Section 2(b).

"**Underwritten Block Trade**" has the meaning set forth in Section 2(f).

2. Demand Registration.

(a) At any time after the earlier of 181 days after the IPO, (i) holders of at least 20% of the Registrable Securities then outstanding or (ii) MSD or any Permitted Party may request registration under the Securities Act of all or any portion of their Registrable Securities pursuant to a Registration Statement on Form S-1 or any successor form thereto (each, a "**Long-Form Registration**"). Each request for a Long-Form Registration shall specify the number of Registrable Securities requested to be included in the Long-Form Registration. Upon receipt of any such request, the Company shall promptly (but in no event later than 15 Business Days following receipt thereof) deliver notice of such request to all other holders of Registrable Securities who shall then have 10 Business Days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a Registration Statement on Form S-1 or any successor form thereto covering all of the Registrable Securities that the holders thereof have requested to be included in such Long-Form Registration within 15 Business Days after the date on which the initial request is given and shall use its reasonable efforts to cause such Registration Statement to be declared effective by the Commission as soon as practicable thereafter. The Company shall not be required to effect a Long-Form Registration more than three (3) times for the holders of Registrable Securities as a group; provided, that a Registration Statement shall not count as a Long-Form Registration requested under this Section 2(a) unless and until it has become effective and the holders requesting such registration are able to register and sell at least 75% of the Registrable Securities requested to be included in such registration.

(b) After an IPO, the Company shall use its reasonable efforts to qualify and remain qualified to register the offer and sale of securities under the Securities Act pursuant to a Registration Statement on Form S-3 or any successor form thereto. At such time as the Company shall have qualified for the use of a Registration Statement on Form S-3 or any successor form thereto, the holders of Registrable Securities shall have the right to request an unlimited number of registrations under the Securities Act of all or any portion of their Registrable Securities pursuant to a Registration Statement on Form S-3 or any similar short-form Registration Statement (each, a "**Short-Form Registration**" and, together with each Long-Form Registration and Shelf Registration (as defined below), a "**Demand Registration**"). Each request for a Short-Form Registration shall specify the number of Registrable Securities requested to be included in the

Short-Form Registration. Upon receipt of any such request (other than a request by MSD or a Permitted Party that is not an underwritten offering), the Company shall promptly (but in no event later than 15 Business Days following receipt thereof) deliver notice of such request to all other holders of Registrable Securities who shall then have 15 Business Days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a Registration Statement on Form S-3 or any successor form thereto covering all of the Registrable Securities that the holders thereof have requested to be included in such Short-Form Registration within 15 Business Days after the date on which the initial request is given and shall use its reasonable efforts to cause such Registration Statement to be declared effective by the Commission as soon as practicable thereafter.

(c) As soon as practicable following such time as the Company shall have qualified for the use of a Registration Statement on FormS-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto, the Company shall file a Registration Statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (or, in the event that the Company does not become qualified for the use of a Registration Statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto within one (1) year following the consummation of an IPO, a Registration Statement on Form S-1) (a "**Shelf Registration Statement**") for registration under the Securities Act of all or any portion of the Registrable Securities held by the holders thereof for an offering on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "**Shelf Registration**") and shall use its commercially reasonable efforts to cause the same to be declared effective by the Commission as promptly as practicable after such filing. Each Shelf Registration Statement shall specify the number of Registrable Securities requested to be included in the Shelf Registration. Prior to the filing of such Shelf Registration Statement, the Company shall deliver notice of such proposed registration to all holders of Registrable Securities who shall then have 15 Business Days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Shelf Registration Statement shall cover all of the Registrable Securities that the holders thereof have requested to be included in such Shelf Registration. For the avoidance of doubt, any Shelf Registration Statement shall provide for the resale of Registrable Securities from time to time by and pursuant to any method or combination of methods legally available to the holders of Registrable Securities (including an underwritten offering, a direct sale to purchasers, a sale to or through brokers, dealers or agents, block trades, derivative transactions with third parties, sales in connection with short sales and other hedging transactions); provided that, the holders of Registrable Securities shall comply with the applicable provisions of the Securities Act with respect to the distribution of Registrable Securities covered by the Shelf Registration in accordance with the intended methods of disposition. The Company shall be required to maintain the effectiveness of such Shelf Registration for as long as there are Registrable Securities registered thereunder.

(d) The Company shall not be obligated to effect any Long-Form Registration (i) within 180 days after the effective date of a previous Long-Form Registration or a previous Piggyback Registration in which holders of Registrable Securities were permitted to register the offer and sale under the Securities Act, and actually sold, all of the shares of Registrable Securities requested to be included therein and (ii) during the period any applicable restrictions are still in effect pursuant to any Lock-Up Agreement that have not been waived (or are not reasonably expected to be waived) by the underwriters party thereto.

(e) The Company may postpone for up to 90 days the filing or effectiveness of a Registration Statement for a Demand Registration or the filing of a shelf supplement for a shelf takedown (a "**Shelf Supplement**") or a supplement for the purpose of effecting an offering pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "**Shelf Takedown**") if the Board determines in its reasonable good faith judgment that such Demand Registration or Shelf Takedown would (i) materially interfere with a significant acquisition, corporate organization, financing, securities offering or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act; provided, that in such event the holders of a majority of the Registrable Securities initiating such Demand Registration or Shelf Takedown shall be entitled to withdraw such request and, if such request for a Demand Registration is withdrawn, such Demand Registration shall not count as one of the permitted Demand Registrations hereunder and the Company shall pay all registration expenses in connection with such registration. The Company may delay a Demand Registration or Shelf Takedown hereunder only once in any period of 12 consecutive months.

(f) If the holders of the Registrable Securities initially requesting a Demand Registration or Shelf Takedown elect to distribute the Registrable Securities covered by their request in an underwritten offering, they shall so advise the Company as a part of their request made pursuant to Section 2 and the Company shall include such information in its notice to the other holders of Registrable Securities. The holders of a majority of the Registrable Securities initially requesting the Demand Registration or Shelf Takedown shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering; provided, that such selection shall be subject to the consent of the Company, which consent shall not be unreasonably withheld or delayed. If the holders of the Registrable Securities initially requesting a Demand Registration or Shelf Takedown elect to distribute the Registrable Securities covered by their request in an underwritten block trade or bought deal pursuant to a Registration Statement on Form S-3 (each, an "**Underwritten Block Trade**"), then notwithstanding the time periods set forth in thisSection 2, the requesting holders may notify the Company of the Underwritten Block Trade not less than two (2) Business Days prior to the day such offering is first anticipated to commence. The Company will promptly notify the other holders of Registrable Securities of such Underwritten Block trade and such notified holders (each, a "**Potential Participant**") may elect whether or not to participate no later than the next Business Day (i.e. one (1) Business Day prior to the day such offering is to commence) (unless a longer period is agreed to the requesting holders of Registrable Securities initiating the Underwritten Block Trade), and the Company will as expeditiously as possible use its commercially reasonable efforts to facilitate such Underwritten Block Trade (which may close as early as two (2) Business Days after the date it commences). Notwithstanding the foregoing, the Company covenants not to provide notice of any Underwritten Block Trade to any Preferred Investor if such Preferred Investor notifies the Company in writing that it has elected not to receive any notices of any Underwritten Block Trades, which election may be revoked at any time by such Preferred Investor.

(g) The Company shall not include in any Demand Registration or Shelf Takedown any securities which are not Registrable Securities without the prior written consent of the holders of a majority of the Registrable Securities included in such Demand Registration or Shelf Takedown, which consent shall not be unreasonably withheld or delayed. If a Demand Registration or Shelf Takedown involves an underwritten offering and the managing underwriter of the requested Demand Registration or Shelf Takedown advises the Company and the holders of Registrable Securities in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in the Demand Registration or Shelf Takedown, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such underwritten offering and/or the number of shares of Common Stock proposed to be included in such Demand Registration or Shelf Takedown would adversely affect the price per share of Common Stock proposed to be sold in such underwritten offering, the Company shall include in such Demand Registration or Shelf Takedown (i) first, the number of shares of Common Stock that the holders of Registrable Securities propose to sell, and (ii) second, the number of shares of Common Stock proposed to be included therein by any other Persons (including shares of Common Stock to be sold for the account of the Company and/or other holders of Common Stock) allocated among such Persons in such manner as they may agree. If the managing underwriter determines that less than all of the Registrable Securities proposed to be sold can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated pro rata among the respective holders thereof on the basis of the number of Registrable Securities owned by each such holder.

3. Piggyback Registration.

(a) Whenever the Company proposes to register the offer and sale of any of its Common Stock under the Securities Act (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more stockholders of the Company and the form of Registration Statement (a "**Piggyback Registration Statement**") to be used may be used for any registration of Registrable Securities (a "**Piggyback Registration**"), the Company shall give prompt written notice (in any event no later than 10 Business Days prior to the filing of such Registration Statement) to the holders of Registrable Securities of its intention to effect such a registration and, subject to Section 3(b) and Section 3(c), shall include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion from the holders of Registrable Securities within 10 Business Days after the Company's notice has been given to each such holder; provided, that the Company covenants not to provide such notice to any Preferred Investor if such Preferred Investor notifies the Company in writing that it has elected not to receive any notices of any Piggyback Registrations, which election may be revoked at any time by such Preferred Investor. The Company may postpone or withdraw the filing or the effectiveness of a Piggyback Registration at any time in its sole discretion. A Piggyback Registration shall not be considered a Demand Registration for purposes of Section 2. If any Piggyback Registration Statement pursuant to which holders of Registrable Securities have

registered the offer and sale of Registrable Securities is a Registration Statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "**Piggyback Shelf Registration Statement**"), such holder(s) shall have the right, but not the obligation, to be notified of and to participate in any offering under such Piggyback Shelf Registration Statement (a "**Piggyback Shelf Takedown**").

(b) If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company and the managing underwriter advises the Company and the holders of Registrable Securities (if any holders of Registrable Securities have elected to include Registrable Securities in such Piggyback Registration or Piggyback Shelf Takedown) in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in such registration or takedown, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration or takedown would adversely affect the price per share of Common Stock to be sold in such offering, the Company shall include in such registration or takedown (i) first, the number of shares of Common Stock that the Company proposes to sell; (ii) second, the number of shares of Common Stock requested to be included therein by holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of Registrable Securities owned by each such holder or in such manner as they may otherwise agree; and (iii) third, the number of shares of Common Stock requested to be included therein by holders of Common Stock other than holders of Registrable Securities, allocated among such holders in such manner as they may agree.

(c) If a Piggyback Registration or Piggyback Shelf Takedown is initiated as an underwritten offering on behalf of a holder of Common Stock other than Registrable Securities, and the managing underwriter advises the Company in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in such registration or takedown, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration or takedown would adversely affect the price per share of Common Stock to be sold in such offering, the Company shall include in such registration or takedown (i) first, the number of shares of Common Stock requested to be included therein by the holder(s) requesting such registration or takedown and by the holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of shares of Common Stock other than the Registrable Securities (on a fully diluted, as converted basis) and the number of Registrable Securities, as applicable, owned by all such holders or in such manner as they may otherwise agree; and (ii) second, the number of shares of Common Stock requested to be included therein by other holders of Common Stock, allocated among such holders in such manner as they may agree.

(d) If any Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company, the Company shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering.

4. Lock-Up Agreement. Each holder of Registrable Securities agrees that in connection with any registered offering of the Common Stock or other equity securities of the Company that constitutes an IPO, and upon the request of the managing underwriter in such offering, such holder shall not, without the prior written consent of such managing underwriter, during the 15 Business Days prior to the effective date of such registration and until the date specified by such managing underwriter (such period not to exceed 180 days following the pricing in the case of any registration under the Securities Act), (a) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any Common Stock or any securities convertible into, exercisable for or exchangeable for Common Stock (whether such shares or any such securities are then owned by the holder or are thereafter acquired), or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing provisions of this Section 4 shall not apply to sales of Registrable Securities to be included in such offering pursuant to Section 2(a), Section 2(b), Section 2(c), Section 2(d), or Section 3(a), and shall be applicable to the holders of Registrable Securities only if all executive officer and directors of the Company and all stockholders of the Company's outstanding shares of Common Stock are subject to the same restrictions. Notwithstanding the foregoing, following any Demand Registration or Piggyback Registration involving an underwritten public offering, the Company shall cause each of its directors and executive officers to enter into customary lock-up agreements with the managing underwriter of such underwritten offering, pursuant to which such holders shall not, without the prior written consent of the managing underwriter, during the 15 Business Days prior to the effective date of such registration and until the date specified by such managing underwriter (such period not to exceed 90 days following the closing of such offering), (i) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any Common Stock or any securities convertible into, exercisable for or exchangeable for Common Stock (whether such shares or any such securities are then owned by the holder or are thereafter acquired), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. Each holder of Registrable Securities agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto; provided that, the Preferred Investors shall only be required to enter into lock-up agreements if they are participating in an underwritten Piggyback Shelf Takedown, in which case the Preferred Investors may be required to enter into lock-up agreements that are no more onerous than the lock-up agreements being entered into by other holders of the Company's outstanding shares of Common Stock in connection with such underwritten Piggyback Shelf Takedown, and only to the extent that Snapdragon Capital Partners and its Affiliates who hold Common Stock, all directors and executive officers of the Company and all holders of five percent (5%) or more of the Company's outstanding Common Stock (calculated on an as-converted basis) who participate in such underwritten Piggyback Shelf Takedown have entered into suchlock-up agreements. Notwithstanding anything to the contrary contained in this Section 4, each holder of Registrable Securities shall be released, pro rata, from any lock-up agreement entered into pursuant to this Section 4 in the event and to the extent that the managing underwriter or the Company permit any discretionary waiver or termination of the restrictions of any lock-up agreement pertaining to any executive officer, director or holder of greater than 1% of the outstanding shares of Common Stock.

5. Registration Procedures. If and whenever the holders of Registrable Securities request that the offer and sale of any Registrable Securities be registered under the Securities Act or any Registrable Securities be distributed in a Shelf Takedown pursuant to the provisions of this Agreement, the Company shall use its reasonable efforts to effect the registration of the offer and sale of such Registrable Securities under the Securities Act in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as soon as reasonably practicable and as applicable:

(a) subject to Section 2(a), Section 2(b) and Section 2(c), prepare and file with the Commission a Registration Statement covering such Registrable Securities and use its reasonable efforts to cause such Registration Statement to be declared effective;

(b) prepare and file with the Commission such amendments, post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for a period of not less than 90 days, or if earlier, until all of such Registrable Securities have been disposed of and to comply with the provisions of the Securities Act with respect to the disposition of such Registrable Securities in accordance with the intended methods of disposition set forth in such Registration Statement;

(c) within a reasonable time before filing such Registration Statement, Prospectus or amendments or supplements thereto with the Commission, furnish to one counsel selected by holders of each of a majority of such Registrable Securities and a majority of the Preferred Stock copies of such documents proposed to be filed, which documents shall be subject to the review, comment and approval of such counsel;

(d) notify each selling holder of Registrable Securities, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement, including a Shelf Supplement, to any Prospectus forming a part of such Registration Statement has been filed with the Commission;

(e) furnish to each selling holder of Registrable Securities such number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and any supplement thereto, including a Shelf Supplement (in each case including all exhibits and documents incorporated by reference therein), and such other documents as such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(f) use its reasonable efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any selling holder reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such holders to consummate the disposition in such jurisdictions of the Registrable Securities owned by such holders; provided, that the Company shall not be required to qualify generally to do business, subject itself to general taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for this Section 5(f);

(g) notify each selling holder of such Registrable Securities, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event that would cause the Prospectus included in such Registration Statement to contain an untrue statement of a material fact or omit any fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and, at the request of any such holder, the Company shall prepare a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(h) make available for inspection by any selling holder of Registrable Securities, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by any such holder or underwriter (collectively, the "**Inspectors**"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "**Records**"), and cause the Company's officers, directors and employees to supply all information reasonably requested by any such Inspector in connection with such Registration Statement;

(i) provide a transfer agent and registrar (which may be the same entity) for all such Registrable Securities not later than the effective date of such registration;

(j) use its reasonable efforts to cause such Registrable Securities to be listed on each securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed, on a national securities exchange selected by the holders of a majority of such Registrable Securities;

(k) in connection with an underwritten offering, enter into such customary agreements (including underwriting and lock-up agreements in customary form) and take all such other customary actions as the holders of such Registrable Securities or the managing underwriter of such offering reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, making appropriate officers of the Company available to participate in "road show" and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Registrable Securities));

(l) otherwise use its reasonable to comply with all applicable rules and regulations of the Commission and make available to its stockholders an earnings statement (in a form that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act or any successor rule thereto) no later than thirty (30) days after the end of the 12-month period beginning with the first day of the Company's first full fiscal quarter after the effective date of such Registration Statement, which earnings statement shall cover said 12-month period, and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 10-K, 10-Q and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act or any successor rule thereto; and

(m) furnish to each selling holder of Registrable Securities and each underwriter, if any, with (i) a written legal opinion of the Company's outside counsel, dated the closing date of the offering, in form and substance as is customarily given in opinions of the Company's counsel to underwriters in underwritten registered offerings; and (ii) on the date of the applicable Prospectus, on the effective date of any post-effective amendment to the applicable Registration Statement and at the closing of the offering, dated the respective dates of delivery thereof, a "comfort" letter signed by the Company's independent certified public accountants in form and substance as is customarily given in accountants' letters to underwriters in underwritten registered offerings;

(n) without limiting Section 5(f), use its reasonable efforts to cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the holders of such Registrable Securities to consummate the disposition of such Registrable Securities in accordance with their intended method of distribution thereof;

(o) notify the holders of Registrable Securities promptly of any request by the Commission for the amending or supplementing of such Registration Statement or Prospectus or for additional information;

(p) advise the holders of Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued;

(q) permit any holder of Registrable Securities which holder, in its sole and exclusive judgment, might be deemed to be an underwriter or a "controlling person" (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) (a "**Controlling Person**") of the Company, to participate in the preparation of such Registration Statement and to require the insertion therein of language, furnished to the Company in writing, which in the reasonable judgment of such holder and its counsel should be included;

(r) cooperate with the holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as the holders of the Registrable Securities may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Registration Statement or Rule 144; provided, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System (the "**DTCDRS**");

(s) not later than the effective date of such Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company; provided, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of the DTCDRS;

(t) take no direct or indirect action prohibited by Regulation M under the Exchange Act;provided, that, to the extent that any prohibition is applicable to the Company, the Company will take all reasonable action to make any such prohibition inapplicable;

(u) make appropriate representations and warranties in any underwriting agreement to be entered into by the Company in connection with such offering; and

(v) otherwise use its reasonable efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby.

6. Expenses. All expenses (other than Selling Expenses) incurred by the Company in complying with its obligations pursuant to this Agreement and in connection with the registration and disposition of Registrable Securities shall be paid by the Company, including, without limitation, all (i) registration and filing fees (including, without limitation, any fees relating to filings required to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are listed or quoted); (ii) underwriting expenses (other than fees, commissions or discounts); (iii) expenses of any audits incident to or required by any such registration; (iv) fees and expenses of complying with securities and "blue sky" laws (including, without limitation, fees and disbursements of counsel for the Company in connection with "blue sky" qualifications or exemptions of the Registrable Securities); (v) printing expenses; (vi) messenger, telephone and delivery expenses; (vii) fees and expenses of the Company's counsel and accountants; (viii) Financial Industry Regulatory Authority, Inc. filing fees (if any); and (ix) reasonable fees and expenses of one counsel for the holders of Registrable Securities participating in such registration as a group (selected by, in the case of a registration under Section 2(a), the holders of a majority of the Registrable Securities initially requesting such registration, and, in the case of all other registrations hereunder, the holders of a majority of the Registrable Securities included in the registration). In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties) and the expense of any annual audits. All Selling Expenses relating to the offer and sale of Registrable Securities registered under the Securities Act pursuant to this Agreement shall be borne and paid by the holders of such Registrable Securities, in proportion to the number of Registrable Securities included in such registration for each such holder.

7. Indemnification.

(a) The Company shall indemnify and hold harmless, to the fullest extent permitted by law, each holder of Registrable Securities, such holder's officers, directors, managers, members, partners, stockholders and Affiliates, each underwriter, broker or any other Person acting on behalf of such holder of Registrable Securities and each other Controlling Person, if any,

who controls any of the foregoing Persons, against all losses, claims, actions, damages, liabilities and expenses, joint or several, to which any of the foregoing Persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, actions, damages, liabilities or expenses arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; and shall reimburse such Persons for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, action, damage or liability; provided, however, that the Company shall not be liable to any such indemnified party insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendments or supplements thereto (if the same was required by applicable law to be so delivered) after the Company has furnished such holder with a sufficient number of copies of the same prior to any written confirmation of the sale of Registrable Securities. This indemnity shall be in addition to any liability the Company may otherwise have.

(b) In connection with any registration in which a holder of Registrable Securities is participating, each such holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify and hold harmless, the Company, each director of the Company, each officer of the Company who shall sign such Registration Statement, each underwriter, broker or other Person acting on behalf of the holders of Registrable Securities and each Controlling Person who controls any of the foregoing Persons against any losses, claims, actions, damages, liabilities or expenses resulting from any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is made in reliance upon and in conformity with any information regarding such holder of Registrable Securities or any of its Affiliates that was furnished in writing by such holder or its Affiliates expressly for inclusion in such Registration Statement; provided, that the obligation to indemnify shall be several, not joint and several, for each holder and shall not exceed an amount equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such holder from the sale of Registrable Securities pursuant to such Registration Statement. This indemnity shall be in addition to any liability the selling holder may otherwise have.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in this Section 7, such indemnified party shall, if a claim in respect thereof is made against an indemnifying party, give written notice to the latter of the commencement of such action. The failure of any indemnified party to notify an indemnifying party of any such action shall not (unless such failure shall have a material adverse effect on the indemnifying party) relieve the indemnifying party from any liability in respect of such action that it may have to such indemnified party hereunder. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and to assume the defense of the claims in any such action that are subject or potentially subject to indemnification hereunder, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after written notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; provided, that, if (i) any indemnified party shall have reasonably concluded that there may be one or more legal or equitable defenses available to such indemnified party which are additional to or conflict with those available to the indemnifying party, or that such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity provided hereunder, or (ii) such action seeks an injunction or equitable relief against any indemnified party or involves actual or alleged criminal activity, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party without such indemnified party's prior written consent (but, without such consent, shall have the right to participate therein with counsel of its choice) and such indemnifying party shall reimburse such indemnified party and any Controlling Person of such indemnified party for that portion of the fees and expenses of any counsel retained by the indemnified party which is reasonably related to the matters covered by the indemnity provided hereunder. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicting indemnified parties shall have a right to retain one separate counsel, chosen by the holders of a majority of the Registrable Securities included in the registration, at the expense of the indemnifying party.

(d) If the indemnification provided for hereunder is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage, liability or action referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable considerations; provided, that the maximum amount of liability in respect of such contribution shall be limited, in the case of each holder of Registrable Securities, to an amount equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, whether the violation of the Securities Act or any other similar federal or

state securities laws or rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any applicable registration, qualification or compliance was perpetrated by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No Person guilty or liable of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

8. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements; provided, that no holder of Registrable Securities included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding such holder, such holder's ownership of its Common Stock to be sold in the offering and such holder's intended method of distribution) or to undertake any indemnification obligations to the Company or the underwriters with respect thereto, except as otherwise provided in Section 7.

9. Rule 144 Compliance. With a view to making available to the holders of Registrable Securities the benefits of Rule 144 and any other rule or regulation of the Commission that may at any time permit a holder to sell securities of the Company to the public without registration, the Company shall:

(a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the Registration Date;

(b) use reasonable efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act, at any time after the Registration Date; and

(c) furnish to any holder so long as the holder owns Registrable Securities, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed or furnished by the Company as such holder may reasonably request in connection with the sale of Registrable Securities without registration.

10. Preservation of Rights. The Company shall not (a) grant any registration rights to third parties which are more favorable than or inconsistent with the rights granted hereunder, or (b) enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates or subordinates the rights expressly granted to the holders of Registrable Securities in this Agreement. The Company represents and warrants that it is not a party to, or otherwise subject to, any other agreement granting registration rights to any other Person with respect to any securities of the Company, other than pursuant to the Purchase Agreement.

11. Alternative IPO Entities. In the event that the Company elects to effect an underwritten registered offering of equity securities of any subsidiary or parent of the Company (collectively, "**Alternative IPO Entities**") rather than the equity securities of the Company, whether as a result of a reorganization of the Company or otherwise, the Investors and the Company shall cause the Alternative IPO Entity to enter into an agreement with the Investors that provides the Investors with registration rights with respect to the equity securities of the Alternative IPO Entity that are substantially the same as, and in any event no less favorable in the aggregate to, the registration rights provided to the Investors in this Agreement.

12. Termination. This Agreement shall terminate and be of no further force or effect when there shall no longer be any Registrable Securities outstanding; provided, that the provisions of Section 6 and Section 7 shall survive any such termination.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13).

If to the Company:	Xponential Fitness, Inc. Facsimile: [FAX NUMBER] E-mail: john.meloun@xponential.com Attention: John Meloun, CFO
with a copy to:	Buchalter, P.C. Facsimile: 213-630-5651 E-mail: jweitz@buchalter.com Attention: Jeremy Weitz and Davis Polk & Wardwell LLP Facsimile: [FAX NUMBER] E-mail:alan.denenberg@davispolk.com Attention: Alan F. Denenberg

If to any Investor, to such Investor's address as set forth on Schedule A hereto.

14. Entire Agreement. This Agreement, together with the Purchase Agreement and any related exhibits and schedules thereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, in the event of any conflict between the terms and provisions of this Agreement and those of the Purchase Agreement, the terms and conditions of this Agreement shall control.

15. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each Investor may assign its rights hereunder to any purchaser or transferee of Registrable Securities or Preferred Shares; provided, that such purchaser or transferee shall, as a condition to the effectiveness of such assignment, be required to execute a counterpart to this Agreement agreeing to be treated as an Investor whereupon such purchaser or transferee shall have the benefits of, and shall be subject to the restrictions contained in, this Agreement as if such purchaser or transferee was originally included in the definition of an Investor herein and had originally been a party hereto.

16. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

17. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

18. Amendment, Modification and Waiver. Except as otherwise provided herein, the provisions of this Agreement may only be amended, modified, supplemented or waived with the prior written consent of the Company, the holders of a majority of the Registrable Securities and the holders of a majority of the outstanding shares of Preferred Stock. No waiver by any party or parties shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Remedies. Each holder of Registrable Securities, in addition to being entitled to exercise all rights granted by law, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. The Company acknowledges that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and the Company hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

21. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Each of the Parties irrevocably agrees that any legal action or proceeding, arising out of or relating to this Agreement, brought by any other Party or its, his or her successors or assigns will be brought and determined in the Court of Chancery in the State of Delaware or the courts of the United States of America for the District of Delaware, and the appellate courts of either of the foregoing, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its, his or her property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the Parties further agrees that notice as provided herein will constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, any claim that (i) it, he, or she is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (ii) it or its, his or her property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), or (iii) (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

23. Further Assurances. Each of the parties to this Agreement shall, and shall cause their Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and to give effect to the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

XPONENTIAL FITNESS, INC.

By _____
Name:
Title:

[INVESTOR NAME]

By _____
Name:
Title:

Schedule A

Investors

Existing Investors

[to include the current Key Holders of H&W Franchise Holdings, LLC]

Preferred Investors

[MSD Partners, L.P.
Redwood
DE Shaw]

c/o MSD Partners, L.P.
645 Fifth Avenue, 21st Floor
New York, NY 10022
Attention: Jeremy Herz, Simon Crocker, Ken Gerold
jherz@msdpartners.com, scrocker@msdpartners.com, kgerold@msdpartners.com

[Redwood]

[DE Shaw]

Exhibit 10.16

FORM OF XPONENTIAL FITNESS, INC.
OMNIBUS INCENTIVE PLAN

Section 1. *Purpose*. The purpose of the Xponential Fitness, Inc. Omnibus Incentive Plan (as amended from time to time, the "**Plan**") is to motivate and reward employees and other individuals to perform at the highest level and contribute significantly to the success of Xponential Fitness, Inc. (the "**Company**"), thereby furthering the best interests of the Company and its shareholders.

Section 2. *Definitions*. As used in the Plan, the following terms shall have the meanings set forth below:

(a) "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Company.

(b) "**Award**" means any Option, SAR, Restricted Stock, RSU, Performance Award, Other Cash-Based Award or Other Stock-Based Award granted under the Plan.

(c) "**Award Agreement**" means any agreement, contract or other instrument or document (including in electronic form) evidencing any Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant.

(d) "**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

(e) "**Beneficiary**" means a Person entitled to receive payments or other benefits or exercise rights that are available under the Plan in the event of a Participant's death. If no such Person can be named or is named by a Participant, or if no Beneficiary designated by a Participant is eligible to receive payments or other benefits or exercise rights that are available under the Plan at a Participant's death, such Participant's Beneficiary shall be such Participant's estate.

(f) "**Board**" means the Board of Directors of the Company.

(g) "**Cause**" is as defined in the Participant's Service Agreement, if any, or if not so defined, means the Participant's: (i) failure to substantially perform duties (other than any such breach or failure due to Participant's physical or mental illness) and the continuance of such failure for more than 30 days following Participant's receipt of written notice from the Company; (ii) failure to cooperate, if reasonably requested by the Company, with any investigation or inquiry into Participant's or the Company's business practices, whether internal or external, including, but not limited to, Participant's refusal to be deposed or to provide testimony at any trial or inquiry and the continuance of such failure for more than 30 days following Participant's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (iii) engaging in fraud, willful misconduct, or dishonesty that has caused or is reasonably expected to result in material injury to the Company; (iv) material breach of any fiduciary duty owed to the Company; (v) conviction of, or entering a plea of guilty or nolo contendere to, a crime that constitutes a felony (other than a DUI or similar felony); or (vi) material breach of any of Participant's obligations under any written agreement or covenant with the Company or any of its affiliates.

(h) "**Change in Control**" means the occurrence of any one or more of the following events:

(i) any Person, other than (A) any employee plan established by the Company or any Subsidiary, (B) the Company or any of its Affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) an entity owned, directly or indirectly, by shareholders of the Company in substantially the same proportions as their ownership of the Company, acquires, in one or a series of transactions, the Beneficial Ownership, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of the total voting power of the stock of the Company; *provided* that the provisions of this subsection (i) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (iii) below;

(ii) a change in the composition of the Board such that, during any 12-month period, the individuals who, as of the beginning of such period, constitute the Board (the "**Existing Board**") cease for any reason to constitute at least 50% of the Board;*provided*, *however*, that any individual becoming a member of the Board subsequent to the beginning of such period whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the Directors immediately prior to the date of such appointment or election shall be considered as though such individual were a member of the Existing Board; *provided further*, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or Person other than the Board, shall in any event be considered to be a member of the Existing Board;

(iii) the consummation of a merger, amalgamation or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with such a transaction pursuant to applicable stock exchange requirements; *provided* that immediately following such transaction the voting securities of the Company outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such transaction or parent entity thereof) 50% or more of the total voting power of the Company's stock (or, if the Company is not the surviving entity of such merger or consolidation, 50% or

more of the total voting power and total fair market value of the stock of such surviving entity or parent entity thereof); and *provided*, *further*, that such a transaction effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of either the then-outstanding Shares or the combined voting power of the Company's then-outstanding voting securities shall not be considered a Change in Control; or

(iv) the sale or disposition by the Company of all or substantially all of the Company's assets in which any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (A) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of the Shares immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions and (B) no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any Person that is considered to effectively control the Company. In no event will a Change in Control be deemed to have occurred if any Participant is part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control. Notwithstanding the foregoing or any provision of any Award Agreement to the contrary, for any Award that provides for accelerated distribution on a Change in Control of amounts that constitute "deferred compensation" (as defined in Section 409A of the Code), if the event that constitutes such Change in Control does not also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets (in either case, as defined in Section 409A of the Code), such amount shall not be distributed on such Change in Control but instead shall vest as of such Change in Control and shall be distributed on the scheduled payment date specified in the applicable Award Agreement, except to the extent that earlier distribution would not result in the Participant who holds such Award incurring interest or additional tax under Section 409A of the Code.

(i) "**Code**" means the Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Code shall include any successor provision thereto.

(j) "**Committee**" means the compensation committee of the Board unless another committee is designated by the Board. If there is no compensation committee of the Board and the Board does not designate another committee, references herein to the "Committee" shall refer to the Board.

(k) "**Consultant**" means any individual, including an advisor, who is providing *bona fide* services to the Company or any Subsidiary or Affiliate or who has accepted an offer of service or consultancy from the Company or any Subsidiary or Affiliate; *provided* that any such person may not receive any payment or exercise any right relating to an Award until such person has commenced service with the Company or its Subsidiaries or Affiliates. For purposes of the Plan, in the case of a Consultant, references to employment shall be deemed to refer to such Consultant's service in such capacity, but in no event shall the Plan or any action taken hereunder be construed to create an employer-employee relationship between any such Consultant and the Company or of any of its Subsidiaries or Affiliates.

(l) "**Director**" means any member of the Board.

(m) "**Effective Date**" means the date on which the registration statement covering the initial public offering of the Shares is declared effective by the Securities and Exchange Commission.

(n) "**Employee**" means any individual, including any officer, employed by the Company or any Subsidiary or Affiliate or any prospective employee or officer who has accepted an offer of employment from the Company or any Subsidiary or Affiliate, with the status of employment determined based upon such factors as are deemed appropriate by the Committee in its discretion, subject to any requirements of the Code or applicable laws; *provided* that any such person may not receive any payment or exercise any right relating to an Award until such person has commenced employment or service with the Company or its Subsidiaries or Affiliates. An employee on an approved leave of absence (including maternity leave) shall be considered as still in the employment of the Company or its Subsidiaries or Affiliates for purposes of eligibility for participation in the Plan.

(o) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(p) "**Fair Market Value**" means (i) with respect to Shares, unless otherwise determined by the Committee, the closing price of a Share on the applicable date of determination (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred), on the principal stock market or exchange on which the Shares are quoted or traded, or if Shares are not so quoted or traded, the fair market value of a Share as determined by the Committee, and (ii) with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.

(q) "**Incentive Stock Option**" means an option representing the right to purchase Shares from the Company, granted pursuant to Section 6, that meets the requirements of Section 422 of the Code.

(r) "**Intrinsic Value**" with respect to an Option or SAR Award means (i) the excess, if any, of the price or implied price per Share in a Change in Control or other event *over* (ii) the exercise or hurdle price of such Award *multiplied by* (iii) the number of Shares covered by such Award.

(s) "**Non-Employee Director**" means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act ("**Regulation S-K**")), does not possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a "non-employee director" for purposes of Rule 16b-3.

(t) "**Non-Qualified Stock Option**" means an option representing the right to purchase Shares from the Company, granted pursuant to Section 6, that is not an Incentive Stock Option.

(u) "**Option**" means an Incentive Stock Option or a Non-Qualified Stock Option.

(v) "**Other Cash-Based Award**" means an Award granted pursuant to Section 11, including cash awarded as a bonus or upon the attainment of specified performance criteria or otherwise as permitted under the Plan.

(w) "**Other Stock-Based Award**" means an Award granted pursuant to Section 11 that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares or factors that may influence the value of Shares, including convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, purchase rights for Shares, dividend rights or dividend equivalent rights or Awards with value and payment contingent upon performance of the Company or business units thereof or any other factors designated by the Committee.

(x) "**Participant**" means the recipient of an Award granted under the Plan.

(y) "**Performance Award**" means an Award granted pursuant to Section 10.

(z) "**Performance Period**" means the period established by the Committee with respect to any Performance Award during which the performance goals specified by the Committee with respect to such Award are to be measured.

(aa) "**Person**" has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

(bb) "**Pre-IPO Award**" means an award granted prior to the Effective Date under the Pre-IPO Plan.

(cc) "**Pre-IPO Plan**" means the First Amended and Restated Profits Interest Plan of H&W Franchise Holdings LLC.

(dd) "**Restricted Stock**" means any Share subject to certain restrictions and forfeiture conditions, granted pursuant to Section 8.

(ee) "**RSU**" means a contractual right granted pursuant to Section 9 that is denominated in Shares. Each RSU represents a right to receive the value of one Share (or a percentage of such value) in cash, Shares or a combination thereof. Awards of RSUs may include the right to receive dividend equivalents.

(ff) "**Rule 16b-3**" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(gg) "**SAR**" means a right granted pursuant to Section 7 to receive upon exercise by the Participant or settlement, in cash, Shares or a combination thereof, the excess of (i) the Fair Market Value of one Share on the date of exercise or settlement over (ii) the exercise or hurdle price of the right on the date of grant.

(hh) "**Service Agreement**" means any employment, severance, consulting or similar agreement between the Company or any of its Affiliates and a Participant.

(ii) "**Share**" means a share of the Company's Class A common stock, $0.0001 par value.

(jj) "**Subsidiary**" means an entity of which the Company directly or indirectly holds all or a majority of the value of the outstanding equity interests of such entity or a majority of the voting power with respect to the voting securities of such entity. Whether employment by or service with a Subsidiary is included within the scope of the Plan shall be determined by the Committee.

(kk) "**Substitute Award**" means an Award granted in assumption of, or in substitution for, an outstanding award previously granted by a company or other business acquired by the Company or with which the Company combines.

(ll) "**Termination of Service**" means, in the case of a Participant who is an Employee, cessation of the employment relationship such that the Participant is no longer an employee of the Company or any Subsidiary, or, in the case of a Participant who is a Consultant or other service provider, the date the performance of services for the Company or any Subsidiary has ended; *provided*, *however*, that in the case of a Participant who is an Employee, the transfer of employment from the Company to a Subsidiary, from a Subsidiary to the Company, from one Subsidiary to another Subsidiary or, unless the Committee determines otherwise, the cessation of employee status but the continuation of the performance of services for the Company or a Subsidiary as a Director or Consultant shall not be deemed a cessation of service that would constitute a Termination of Service;

provided, *further*, that a Termination of Service shall be deemed to occur for a Participant employed by, or performing services for, a Subsidiary when such Subsidiary ceases to be a Subsidiary unless such Participant's employment or service continues with the Company or another Subsidiary. Notwithstanding the foregoing, with respect to any Award subject to Section 409A of the Code (and not exempt therefrom), a Termination of Service occurs when a Participant experiences a "separation of service" (as such term is defined under Section 409A of the Code).

Section 3. *Eligibility*.

(a) Any Employee, Non-Employee Director or Consultant shall be eligible to be selected to receive an Award under the Plan, to the extent that an offer or receipt of an Award is permitted by applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(b) Holders of equity compensation awards granted by a company that is acquired by the Company (or whose business is acquired by the Company) or with which the Company combines are eligible for grants of Substitute Awards under the Plan to the extent permitted under applicable regulations of any stock exchange on which the Company is listed.

Section 4. *Administration*.

(a) *Administration of the Plan*. The Plan shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, its shareholders, Participants and any Beneficiaries thereof. The Committee may issue rules and regulations for administration of the Plan.

(b) *Delegation of Authority*. To the extent permitted by applicable law, including under Section 157(c) of the Delaware General Corporation Law, the Committee may delegate to one or more officers of the Company some or all of its authority under the Plan, including the authority to grant Options and SARs or other Awards in the form of Share rights (except that such delegation shall not apply to any Award for a Person then covered by Section 16 of the Exchange Act), and the Committee may delegate to one or more committees of the Board (which may consist of solely one Director) some or all of its authority under the Plan, including the authority to grant all types of Awards, in accordance with applicable law.

(c) *Authority of Committee.* Subject to the terms of the Plan and applicable law, the Committee (or its delegate) shall have full discretion and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award and prescribe the form of each Award Agreement, which need not be identical for each Participant; (v) determine whether, to what extent, under what circumstances and by which methods Awards may be settled or exercised in cash, Shares, other Awards, other

property, net settlement (including broker-assisted cashless exercise), or any combination thereof, or canceled, forfeited or suspended; (vi) determine whether, to what extent and under what circumstances cash, Shares, other Awards, other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) amend terms or conditions of any outstanding Awards; (viii) correct any defect, supply any omission and reconcile any inconsistency in the Plan or any Award, in the manner and to the extent it shall deem desirable to carry the Plan into effect; (ix) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents, trustees, brokers, depositories and advisors and determine such terms of their engagement as it shall deem appropriate for the proper administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations; and (xi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations. Notwithstanding anything to the contrary contained herein, the Board may, in its sole discretion, at any time and from time to time, grant Awards or administer the Plan. In any such case, the Board shall have all of the authority and responsibility granted to the Committee herein.

(d) *Rule 16b-3 Compliance***.** To the extent an Award is intended to qualify for the exemption from Section 16(b) of the Exchange Act that is available under Rule 16b-3 of the Exchange Act, the Award will be granted by the Board or a Committee (or a subcommittee thereof) that consists solely of two or more Non-Employee Directors, as determined under Rule 16b-3(b)(3) of the Exchange Act and thereafter any action establishing or modifying the terms of the Award will be approved by the Board or a Committee (or a subcommittee) meeting such requirements to the extent necessary for such exemption to remain available.

Section 5. *Shares Available for Awards.*

(a) Subject to adjustment as provided in Section 5(c) and except for Substitute Awards, the initial number of Shares available for issuance under the Plan shall not exceed in the aggregate the sum of (i) [ ] Shares and (ii) the number of Shares issuable pursuant to Awards previously granted under the Pre-IPO Plan (taking into account any conversion of such outstanding Awards). The total number of Shares available for issuance under the Plan shall be increased on the first day of each Company fiscal year following the Effective Date in an amount equal to the least of (i) [ ] Shares, (ii) 2% of outstanding Shares on the last day of the immediately preceding fiscal year and (iii) such number of Shares as determined by the Board in its discretion. Shares underlying Substitute Awards and Shares remaining available for grant under a plan of an acquired company or of a company with which the Company combines (whether by way of amalgamation, merger, sale and purchase of shares or other securities or otherwise), appropriately adjusted to reflect the acquisition or combination transaction, shall not reduce the number of Shares remaining available for grant hereunder.

(b) If any Award is forfeited, cancelled, expires, terminates or otherwise lapses or is settled in cash, in whole or in part, without the delivery of Shares, then the Shares covered by such forfeited, expired, terminated or lapsed Award shall again be available for grant under the Plan. The following shall not become available for issuance under the Plan: (i) any Shares withheld in respect of taxes relating to any Award and (ii) any Shares tendered or withheld to pay the exercise price of Options.

(c) In the event that the Committee determines that, as a result of any dividend or other distribution (other than an ordinary dividend or distribution), recapitalization, stock split, reverse stock split, reorganization, merger, amalgamation, consolidation, separation, rights offering, split-up, spin-off, combination, or other similar corporate transaction or event affecting the Shares, or of changes in applicable laws, regulations or accounting principles, an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, subject to Section 19 and applicable law, adjust equitably so as to ensure no undue enrichment or harm (including by payment of cash), any or all of:

(i) the number and type of Shares (or other securities) which thereafter may be made the subject of Awards, including the aggregate limits specified in Section 5(a) and Section 5(f);

(ii) the number and type of Shares (or other securities) subject to outstanding Awards;

(iii) the grant, acquisition, exercise or hurdle price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; and

(iv) the terms and conditions of any outstanding Awards, including the performance criteria of any Performance Awards;

provided, *however*, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

(d) Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or Shares acquired by the Company.

(e) The aggregate value of all compensation granted or paid, as applicable, to any individual for service as aNon-Employee Director with respect to any calendar year, including Awards granted and cash fees paid by the Company to such Non-Employee Director, will not exceed (i) $650,000 in total value or (ii) in the event such Non-Employee Director is first appointed or elected to the Board, $1,000,000 in total value during the initial annual period, in each case calculating the value of any equity awards based on the grant date fair value of such equity awards for financial reporting purposes. The limitations in this Section 5(e) shall apply commencing with the first calendar year that begins following the Effective Date.

(f) Subject to adjustment as provided in Section 5(c)(i), the maximum number of Shares available for issuance with respect to Incentive Stock Options shall be [ ]. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Shares with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds $100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Nonqualified Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

Section 6. *Options*. The Committee is authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The exercise price per Share under an Option shall be determined by the Committee at the time of grant; *provided*, *however*, that, except in the case of Substitute Awards, such exercise price shall not be less than the Fair Market Value of a Share on the date of grant of such Option.

(b) The term of each Option shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such Option. The Committee shall determine the time or times at which an Option becomes vested and exercisable in whole or in part.

(c) The Committee shall determine the methods by which, and the forms in which payment of the exercise price with respect thereto may be made or deemed to have been made, including cash, Shares, other Awards, other property, net settlement (including broker-assisted cashless exercise) or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price.

(d) To the extent an Option is not previously exercised as to all of the Shares subject thereto, and, if the Fair Market Value of one Share is greater than the exercise price then in effect, then the Option shall be deemed automatically exercised immediately before its expiration.

(e) No grant of Options may be accompanied by a tandem award of dividend equivalents or provide for dividends, dividend equivalents or other distributions to be paid on such Options (except as provided under Section 5(c)).

(f) The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code. Incentive Stock Options may be granted only to employees of the Company or of a parent or subsidiary corporation (as defined in Section 424 of the Code).

Section 7. *Stock Appreciation Rights.* The Committee is authorized to grant SARs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) SARs may be granted under the Plan to Participants either alone ("freestanding") or in addition to other Awards granted under the Plan ("tandem") and may, but need not, relate to a specific Option granted under Section 6.

(b) The exercise or hurdle price per Share under a SAR shall be determined by the Committee;*provided*, *however*, that, except in the case of Substitute Awards, such exercise or hurdle price shall not be less than the Fair Market Value of a Share on the date of grant of such SAR.

(c) The term of each SAR shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such SAR. The Committee shall determine the time or times at which a SAR may be exercised or settled in whole or in part.

(d) Upon the exercise of a SAR, the Company shall pay to the Participant an amount equal to the number of Shares subject to the SAR multiplied by the excess, if any, of the Fair Market Value of one Share on the exercise date over the exercise or hurdle price of such SAR. The Company shall pay such excess in cash, in Shares valued at Fair Market Value, or any combination thereof, as determined by the Committee.

(e) To the extent a SAR is not previously exercised as to all of the Shares subject thereto, and, if the Fair Market Value of one Share is greater than the exercise price then in effect, then the SAR shall be deemed automatically exercised immediately before its expiration.

(f) No grant of SARs may be accompanied by a tandem award of dividend equivalents or provide for dividends, dividend equivalents or other distributions to be paid on such SARs (except as provided under Section 5(c)).

Section 8. *Restricted Stock.* The Committee is authorized to grant Awards of Restricted Stock to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The Award Agreement shall specify the vesting schedule.

(b) Awards of Restricted Stock shall be subject to such restrictions as the Committee may impose, which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) Subject to the restrictions set forth in the applicable Award Agreement, a Participant generally shall have the rights and privileges of a shareholder with respect to Awards of Restricted Stock, including the right to vote such Shares of Restricted Stock and the right to receive dividends.

(d) The Committee may, in its discretion, specify in the applicable Award Agreement that any or all dividends or other distributions paid on Awards of Restricted Stock prior to vesting be paid either in cash or in additional Shares (including through reinvestment in additional Shares) at the time that the underlying Award vests and/or settle and is otherwise subject to the same restrictions as the underlying Awards.

(e) Any Award of Restricted Stock may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration.

(f) The Committee may provide in an Award Agreement that an Award of Restricted Stock is conditioned upon the Participant making or refraining from making an election with respect to the Award under Section 83(b) of the Code. If a Participant makes an election pursuant to Section 83(b) of the Code with respect to an Award of Restricted Stock, such Participant shall be required to file promptly a copy of such election with the Company and the applicable Internal Revenue Service office.

Section 9. *RSUs.* The Committee is authorized to grant Awards of RSUs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The Award Agreement shall specify the vesting schedule and the delivery schedule (which may include deferred delivery later than the vesting date).

(b) Awards of RSUs shall be subject to such restrictions as the Committee may impose, which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) An RSU shall not convey to a Participant the rights and privileges of a shareholder with respect to the Shares subject to such RSU, such as the right to vote or the right to receive dividends, unless and until and to the extent a Share is issued to such Participant to settle such RSU.

(d) The Committee may, in its discretion, specify in the applicable Award Agreement that any or all dividend equivalents or other distributions paid on Awards of RSUs prior to vesting or settlement, as applicable, be paid either in cash or in additional Shares (including through reinvestment in additional Shares) at the time that the underlying Award vests and/or settle and is otherwise subject to the same restrictions as the underlying Awards.

(e) Shares delivered upon the vesting and settlement of an RSU Award may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration.

(f) The Committee may determine the form or forms (including cash, Shares, other Awards, other property or any combination thereof) in which payment of the amount owing upon settlement of any RSU Award may be made.

Section 10. *Performance Awards.* The Committee is authorized to grant Performance Awards to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) Performance Awards may be denominated as a cash amount, number of Shares or units or a combination thereof and are Awards that may be earned upon achievement or satisfaction of performance conditions specified by the Committee. In addition, the Committee may specify that any other Award shall constitute a Performance Award by conditioning the grant to a Participant or the right of a Participant to exercise the Award or have it settled, and the timing thereof, upon achievement or satisfaction of such performance conditions as may be specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions. Subject to the terms of the Plan, the performance goals to be achieved during any Performance Period, the length of any Performance Period, the amount of any Performance Award granted and the amount of any payment or transfer to be made pursuant to any Performance Award shall be determined by the Committee.

(b) Performance criteria may be measured on an absolute (*e.g.*, plan or budget) or relative basis, and may be established on a corporate-wide basis, with respect to one or more business units, divisions, Subsidiaries or business segments, or on an individual basis. If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which the Company conducts its business, or other events or circumstances render the performance objectives unsuitable, the Committee may modify the performance objectives or the related minimum acceptable level of achievement, in whole or in part, as the Committee deems appropriate and equitable such that it does not provide any undue enrichment or harm. Performance measures may vary from Performance Award to Performance Award and from Participant to Participant, and may be established on a stand-alone basis, in tandem or in the alternative. The Committee shall have the power to impose such other restrictions on Awards subject to this Section 10(b) as it may deem necessary or appropriate to ensure that such Awards satisfy all requirements of any applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(c) Settlement of Performance Awards shall be in cash, Shares, other Awards, other property, net settlement, or any combination thereof, as determined in the discretion of the Committee.

(d) A Performance Award shall not convey to a Participant the rights and privileges of a shareholder with respect to the Shares subject to such Performance Award, such as the right to vote (except as relates to Restricted Stock) or the right to receive dividends, unless and until and to the extent a Share is issued to such Participant to settle such Performance Award. The Committee, in its sole discretion, may provide that a Performance Award shall convey the right to receive dividend equivalents on the Shares subject to such Performance Award with respect to any dividends declared during the period that such Performance Award is outstanding, in which case, such dividend

equivalent rights shall accumulate and shall be paid in cash or Shares on the settlement date of the Performance Award, subject to the Participant's earning of the Shares with respect to which such dividend equivalents are paid upon achievement or satisfaction of performance conditions specified by the Committee. Shares delivered upon the vesting and settlement of a Performance Award may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration. For the avoidance of doubt, unless otherwise determined by the Committee, no dividend equivalent rights shall be provided with respect to any Shares subject to Performance Awards that are not earned or otherwise do not vest or settle pursuant to their terms.

(e) The Committee may, in its discretion, increase or reduce the amount of a settlement otherwise to be made in connection with a Performance Award.

Section 11. *Other Cash-Based Awards and Other Stock-Based Awards.* The Committee is authorized, subject to limitations under applicable law, to grant Other Cash-Based Awards (either independently or as an element of or supplement to any other Award under the Plan) and Other Stock-Based Awards. The Committee shall determine the terms and conditions of such Awards. Shares delivered pursuant to an Award in the nature of a purchase right granted under this Section 11 shall be purchased for such consideration, and paid for at such times, by such methods and in such forms, including cash, Shares, other Awards, other property, net settlement, broker-assisted cashless exercise or any combination thereof, as the Committee shall determine; *provided* that the purchase price therefor shall not be less than the Fair Market Value of such Shares on the date of grant of such right.

Section 12. *Effect of Termination of Service or a Change in Control on Awards*

(a) The Committee may provide, by rule or regulation or in any applicable Award Agreement, or may determine in any individual case, the circumstances in which, and the extent to which, an Award may be exercised, settled, vested, paid or forfeited in the event of a Participant's Termination of Service prior to the end of a Performance Period or vesting, exercise or settlement of such Award.

(b) Subject to the last sentence of Section 2(ll), the Committee may determine, in its discretion, whether, and the extent to which, (i) an Award will vest during a leave of absence, (ii) a reduction in service level (for example, from full-time to part-time employment) will cause a reduction, or other change, to an Award and (iii) a leave of absence or reduction in service will be deemed a Termination of Service.

(c) In the event of a Change in Control, the Committee may, in its sole discretion, and on such terms and conditions as it deems appropriate, take any one or more of the following actions with respect to any outstanding Award, which need not be uniform with respect to all Participants and/or Awards:

(i) continuation or assumption of such Award by the Company (if it is the surviving corporation) or by the successor or surviving entity or its parent;

(ii) substitution or replacement of such Award by the successor or surviving entity or its parent with cash, securities, rights or other property to be paid or issued, as the case may be, by the successor or surviving entity (or a parent or subsidiary thereof), with substantially the same terms and value as such Award (including any applicable performance targets or criteria with respect thereto);

(iii) acceleration of the vesting of such Award and the lapse of any restrictions thereon and, in the case of an Option or SAR Award, acceleration of the right to exercise such Award during a specified period (and the termination of such Option or SAR Award without payment of any consideration therefor to the extent such Award is not timely exercised), in each case, either (A) immediately prior to or as of the date of the Change in Control, (B) upon a Participant's involuntary Termination of Service (including upon a termination of the Participant's employment by the Company (or a successor corporation or its parent) without Cause, by a Participant for "good reason" and/or due to a Participant's death or "disability", as such terms may be defined in the applicable Award Agreement and/or a Participant's Service Agreement, as the case may be) on or within a specified period following the Change in Control or (C) upon the failure of the successor or surviving entity (or its parent) to continue or assume such Award;

(iv) in the case of a Performance Award, determination of the level of attainment of the applicable performance condition(s); and

(v) cancellation of such Award in consideration of a payment, with the form, amount and timing of such payment determined by the Committee in its sole discretion, subject to the following: (A) such payment shall be made in cash, securities, rights and/or other property; (B) the amount of such payment shall equal the value of such Award, as determined by the Committee in its sole discretion; *provided* that, in the case of an Option or SAR Award, if such value equals the Intrinsic Value of such Award, such value shall be deemed to be valid; *provided further* that, if the Intrinsic Value of an Option or SAR Award is equal to or less than zero, the Committee may, in its sole discretion, provide for the cancellation of such Award without payment of any consideration therefor (for the avoidance of doubt, in the event of a Change in Control, the Committee may, in its sole discretion, terminate any Option or SAR Awards for which the exercise or hurdle price is equal to or exceeds the per Share value of the consideration to be paid in the Change in Control transaction without payment of consideration therefor); and (C) such payment shall be made promptly following such Change in Control or on a specified date or dates following such Change in Control; *provided* that the timing of such payment shall comply with Section 409A of the Code.

Section 13. *General Provisions Applicable to Awards*.

(a) Awards shall be granted for such cash or other consideration, if any, as the Committee determines; *provided* that in no event shall Awards be issued for less than such minimal consideration as may be required by applicable law.

(b) Awards may, in the discretion of the Committee, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(c) Subject to the terms of the Plan, payments or transfers to be made by the Company upon the grant, exercise or settlement of an Award may be made in the form of cash, Shares, other Awards, other property, net settlement, or any combination thereof, as determined by the Committee in its discretion at the time of grant, and may be made in a single payment or transfer, in installments or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.

(d) Except as may be permitted by the Committee or as specifically provided in an Award Agreement, (i) no Award and no right under any Award shall be assignable, alienable, saleable or transferable by a Participant other than by will or pursuant to Section 13(e) and (ii) during a Participant's lifetime, each Award, and each right under any Award, shall be exercisable only by such Participant or, if permissible under applicable law, by such Participant's guardian or legal representative. The provisions of this Section 13(d) shall not apply to any Award that has been fully exercised or settled, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(e) A Participant may designate a Beneficiary or change a previous Beneficiary designation only at such times as prescribed by the Committee, in its sole discretion, and only by using forms and following procedures approved or accepted by the Committee for that purpose.

(f) All certificates, if any, for Shares and/or other securities delivered under the Plan pursuant to any Award or the exercise or settlement thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the Securities and Exchange Commission, any stock market or exchange upon which such Shares or other securities are then quoted, traded or listed, and any applicable securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(g) The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Committee's satisfaction, (ii) as determined by the Committee, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws, stock market or exchange rules and regulations or accounting or tax rules and regulations and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Committee deems necessary or appropriate to satisfy any applicable laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Committee determines is necessary to the lawful issuance and sale of any Shares, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

(h) Notwithstanding any provisions of this Plan to the contrary and except as provided in this Section 13(h), pursuant to Section 12 or Awards granted for services as a Non-Employee Director, Awards (other than replacement awards) shall not vest in full prior to theone-year anniversary of the applicable grant date; *provided, however*, that the following Awards shall not be subject to the foregoing minimum vesting requirement: (i) Shares delivered in lieu of fully vested cash Awards; and (ii) any additional Awards that the Committee may grant with such other vesting requirements, if any, as the Committee may establish in its sole discretion, up to five percent (5%) of the Shares available for issuance under the Plan.

(i) The Committee may impose restrictions on any Award with respect tonon-competition, non-solicitation, confidentiality and other restrictive covenants, or requirements to comply with minimum share ownership requirements, as it deems necessary or appropriate in its sole discretion, which such restrictions may be set forth in any applicable Award Agreement or otherwise.

Section 14. *Amendments and Terminations.*

(a) *Amendment or Termination of the Plan.* Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan, the Board may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time; *provided*, *however*, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareholder approval if such approval is required by applicable law or the rules of the stock market or exchange, if any, on which the Shares are principally quoted or traded or (ii) subject to Section 5(c) and Section 12, the consent of the affected Participant, if such action would materially adversely affect the rights of such Participant under any outstanding Award, except (x) to the extent any such amendment, alteration, suspension, discontinuance or termination is made to cause the Plan to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or (y) to impose any "clawback" or recoupment provisions on any Awards (including any amounts or benefits arising from such Awards) in accordance with Section 18. Notwithstanding anything to the contrary in the Plan, the Committee may amend the Plan, or create sub-plans, in such manner as may be necessary or desirable to enable the Plan to achieve its stated purposes in any jurisdiction in a tax-efficient manner and in compliance with local rules and regulations.

(b) *Dissolution or Liquidation*. Notwithstanding Section 14(c) hereof, in the event of the dissolution or liquidation of the Company, each Award shall terminate immediately prior to the consummation of such action, unless otherwise determined by the Committee.

(c) *Terms of Awards.* The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate any Award theretofore granted (including by substituting another Award of the same or a different type), prospectively or retroactively, without the consent of any relevant Participant or holder or Beneficiary of an Award; *provided*, *however*, that, subject to Section 5(c) and Section 12, no such action shall materially adversely affect the rights of any affected Participant or holder or Beneficiary under any Award theretofore granted under the Plan, except (x) to the extent any such action is made to cause the Plan or Award to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, or (y) to impose any "clawback" or recoupment provisions on any Awards (including any amounts or benefits arising from such Awards) in accordance with Section 18. The Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of events (including the events described in Section 5(c)) affecting the Company, or the financial statements of the Company, or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

(d) *No Repricing.* Except as provided in Section 5(c), the Committee may not, without shareholder approval, seek to effect anyre-pricing of any previously granted "underwater" Option, SAR or similar Award by: (i) amending or modifying the terms of the Option, SAR or similar Award to lower the exercise price; (ii) cancelling the underwater Option, SAR or similar Award and granting either (A) replacement Options, SARs or similar Awards having a lower exercise price or (B) Restricted Shares, RSUs, Performance Awards or Other Share-Based Awards in exchange; or (iii) cancelling or repurchasing the underwater Options, SARs or similar Awards for cash or other securities. An Option, SAR or similar Award will be deemed to be "underwater" at any time when the Fair Market Value of the Shares covered by such Award is less than the exercise price of the Award.

Section 15. *Miscellaneous*.

(a) No Employee, Consultant, Non-Employee Director, Participant, or other Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of employees, Participants or holders or Beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient. Any Award granted under the Plan shall be a one- time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

(b) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of, or to continue to provide services to, the Company or any Affiliate. Further, the Company or any applicable Affiliate may at any time dismiss a Participant, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement or in any other agreement binding on the parties. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in the applicable Award Agreement.

(c) As a condition to accepting an Award under the Plan, the Participant agrees to execute any additional documents or instruments necessary or desirable, as determined in the Committee's sole discretion, to carry out the purposes or intent of the Award, or facilitate compliance with securities and/or other regulatory requirements, in each case at the Committee's request.

(d) No payment pursuant to the Plan shall be taken into account in determining any benefits under any severance, pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Affiliate, except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

(e) Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other or additional compensation arrangements, including the grant of options and other stock-based awards, and such arrangements may be either generally applicable or applicable only in specific cases.

(f) The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other Awards, other property, net settlement, or any combination thereof) of applicable withholding taxes due in respect of an Award, its grant, vesting, exercise or settlement or any payment or transfer under such Award or under the Plan and to take such other action (including providing for elective payment of such amounts in cash or Shares by such Participant) as may be necessary to satisfy all obligations for the payment of such taxes and, unless otherwise determined by the Committee in its discretion, to the extent such withholding would not result in liability classification of such Award (or any portion thereof) pursuant to FASB ASC Subtopic 718-10.

(g) If any provision of the Plan or any Award Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award Agreement, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of the Plan and any such Award Agreement shall remain in full force and effect.

(h) Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(i) Any reference herein or in an Award Agreement to a "written" agreement or document will include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which the Participant has access). By accepting any Award the Participant consents to receive documents by electronic delivery and to participate in the Plan through any on-line electronic system established and maintained by the Committee's or another third party selected by the Committee. The form of delivery of any Shares (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

(j) No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(k) Awards may be granted to Participants who arenon-United States nationals or employed or providing services outside the United States, or both, on such terms and conditions different from those applicable to Awards to Participants who are employed or providing services in the United States as may, in the judgment of the Committee, be necessary or desirable to recognize differences in local law, tax policy or custom. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimize the Company's obligation with respect to tax equalization for Participants on assignments outside their home country.

Section 16. *Effective Date of the Plan.* The Plan shall be effective as of the Effective Date.

Section 17. *Term of the Plan.* No Award shall be granted under the Plan after the earliest to occur of (i) the10-year anniversary of the Effective Date; (ii) the maximum number of Shares available for issuance under the Plan have been issued; or (iii) the Board terminates the Plan in accordance with Section 14(a). However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

Section 18. *Cancellation or "Clawback" of Awards.*

(a) The Committee may specify in an Award Agreement that a Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include a Termination of Service with or without Cause (and, in the case of any Cause that is resulting from an indictment or other non-final determination, the Committee may provide for such Award to be held in escrow or abeyance until a final resolution of the matters related to such event occurs, at which time the Award shall either be reduced, cancelled or forfeited (as provided in such Award Agreement) or remain in effect, depending on the outcome), violation of material policies, breach of non-competition, non-solicitation, confidentiality or other restrictive covenants, or requirements to comply with minimum share ownership requirements, that may apply to the Participant, or other conduct by the Participant that is detrimental to the business or reputation of the Company and/or its Affiliates.

(b) The Committee shall have full authority to implement any policies and procedures necessary to comply with Section 10D of the Exchange Act and any rules promulgated thereunder and any other regulatory regimes. Notwithstanding anything to the contrary contained herein, any Awards granted under the Plan (including any amounts or benefits arising from such Awards) shall be subject to any clawback or recoupment arrangements or policies the Company has in place from time to time, and the Committee may, to the extent permitted by applicable law and stock exchange rules or by any applicable Company policy or arrangement, and shall, to the extent required, cancel or require reimbursement of any Awards granted to the Participant or any Shares issued or cash received upon vesting, exercise or settlement of any such Awards or sale of Shares underlying such Awards.

Section 19. *Section 409A of the Code.* With respect to Awards subject to Section 409A of the Code, the Plan is intended to comply with the requirements of Section 409A of the Code, and the provisions of the Plan and any Award Agreement shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code, and the Plan shall be operated accordingly. If any provision of the Plan or any term or condition of any Award would otherwise frustrate or conflict with this intent, the provision, term or condition shall be interpreted and deemed amended so as to avoid this conflict. Notwithstanding anything in the Plan to the contrary, if the Board considers a Participant to be a "specified employee" under Section 409A of the Code at the time of such Participant's "separation from service" (as defined in Section 409A of the Code), and any amount hereunder is "deferred compensation" subject to Section 409A of the Code, any distribution of such amount that otherwise would be made to such Participant with respect to an Award as a result of such "separation from service" shall not be made until the date that is six months after such "separation from service," except to the extent that earlier distribution would not result in such Participant's incurring interest or additional tax under Section 409A of the Code. If an Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), a Participant's right to such series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment, and if an Award includes "dividend equivalents" (within the meaning of Section 1.409A-3(e) of

the Treasury Regulations), a Participant's right to such dividend equivalents shall be treated separately from the right to other amounts under the Award. Notwithstanding the foregoing, the tax treatment of the benefits provided under the Plan or any Award Agreement is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by a Participant on account of non-compliance with Section 409A of the Code.

Section 20. *Successors and Assigns*. The terms of the Plan shall be binding upon and inure to the benefit of the Company and any successor entity, including any successor entity contemplated by Section 12(c).

Section 21. *Data Protection*. By participating in the Plan, the Participant hereby acknowledges the collection, use, disclosure and processing of personal information provided by the Participant to the Company or any Affiliate, trustee or third party service provider, such as name, account information, social security number, tax number and contact information, for the Company's legitimate business purposes and as necessary for all purposes relating to the operation and performance of the Plan. These include, but are not limited to:

(a) administering and maintaining Participant records;

(b) providing the services described in the Plan;

(c) providing information to future purchasers or merger partners of the Company or any Affiliate, or the business in which such Participant works; and

(d) responding to public authorities, court orders and legal investigations, as applicable.

The Company may share a Participant's personal data with (i) Affiliates, (ii) trustees of any employee benefit trust, (iii) registrars, (iv) brokers, (v) third party administrators of the Plan, (vi) third party service providers acting on the Company's behalf to provide the services described above or (vii) regulators and others, as required by law.

If necessary, the Company may transfer a Participant's personal data to any of the parties mentioned above in any country or territory that may not provide the same protection for the information as a Participant's home country. Any transfer of a Participant's personal data from the E.U. to a third country is subject to appropriate safeguards in the form of EU standard contractual clauses (according to decisions 2001/497/EC, 2004/915/EC, 2010/87/EU) or applicable derogations provided for under applicable law. Further information on those safeguards or derogations can be obtained through the contact listed below.

The Company will keep personal information for as long as necessary to operate the Plan or as necessary to comply with any legal or regulatory requirements.

A Participant has a right to (i) request access to and rectification or erasure of the personal data provided, (ii) request the restriction of the processing of his or her personal data, (iii) object to the processing of his or her personal data, (iv) receive the personal data provided to the Company and transmit such data to another party, and (v) to lodge a complaint with a supervisory authority.

Section 22. *Governing Law*. The Plan and each Award Agreement shall be governed by the laws of the State of Delaware, without application of the conflicts of law principles thereof.

Exhibit 10.17

FORM OF XPONENTIAL FITNESS, INC. EMPLOYEE STOCK PURCHASE PLAN

Section 1. *Purpose.* This Xponential Fitness, Inc. Employee Stock Purchase Plan (the "**Plan**") is intended to provide employees of the Company and its Participating Subsidiaries with an opportunity to acquire a proprietary interest in the Company through the purchase of Shares. Initially, the Plan is not intended to qualify as an "employee stock purchase plan" under Section 423 of the Code. From and after such date as the Committee, in its discretion, determines that the Plan is able to satisfy the requirements under Section 423 of the Code and that it will operate the Plan in accordance with such requirements (such date, the "**Section 423 Effective Date**"), the Plan is intended to qualify as an "employee stock purchase plan" under Section 423 of the Code and the Plan shall be interpreted in a manner that is consistent with that intent. Except as specifically provided under Section 4, and unless the Plan is amended pursuant to Section 19(i), the operative terms of the Plan as in effect on the Effective Date will remain the same on and after the Section 423 Effective Date.

Section 2. *Definitions*.

(a) "**Board**" means the Board of Directors of the Company.

(b) "**Code**" means the Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Code shall include any successor provision thereto.

(c) "**Committee**" means the Compensation Committee of the Board, unless another committee is designated by the Board. If there is no compensation committee of the Board and the Board does not designate another committee, references herein to the "Committee" shall refer to the Board.

(d) "**Company**" means Xponential Fitness, Inc., a Delaware corporation, including any successor thereto.

(e) "**Compensation**" means the base salary, wages, annual cash bonuses and commissions paid to an Eligible Employee by the Company or a Participating Subsidiary as compensation for services to the Company or Participating Subsidiary, before deduction for any salary deferral contributions made by the Eligible Employee to any tax-qualified or nonqualified deferred compensation plan.

(f) "**Corporate Transaction**" means a merger, consolidation, acquisition of property or stock, separation, reorganization or other corporate event described in Section 424 of the Code.

(g) "**Designated Broker**" means the financial services firm or other agent designated by the Company to maintain ESPP Share Accounts on behalf of Participants who have purchased Shares under the Plan.

(h) "**Effective Date**" means, once this Plan is adopted by the Board and approved by the shareholders of the Company in accordance with Section 19(k), the later of (i) the date on which the registration statement covering the initial public offering of the Shares is declared effective by the Securities and Exchange Commission and (ii) a date to be determined by the Committee.

(i) "**Eligible Employee**" means (i) on and after the Section 423 Effective Date, an Employee who is customarily employed for at least twenty (20) hours per week and more than five (5) months in any calendar year, provided that the Committee (x) may exclude from participation in the Plan or any Offering any Employees who are "highly compensated employees" or a sub-set of such "highly compensated employees" (within the meaning of Section 414(q) of the Code) or who otherwise may be excluded from participation pursuant to Treasury Regulation Section 1.423-2(e) and (y) shall exclude any Employees located outside of the United States to the extent permitted under Section 423 of the Code and (ii) prior to the Section 423 Effective Date, any Employee who is not otherwise excluded from participation in the Plan by the Committee.

(j) "**Employee**" means any person who renders services to the Company or a Participating Subsidiary as an employee pursuant to an employment relationship with such employer. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on military leave, sick leave or other leave of absence approved by the Company or a Participating Subsidiary that meets the requirements of Treasury Regulation Section 1.421-1(h)(2). Where the period of leave exceeds three (3) months, and the individual's right to reemployment is not provided by statute or contract, the employment relationship shall be deemed to have terminated on the first day immediately following such three-month period.

(k) "**Enrollment Form**" means an agreement pursuant to which an Eligible Employee may elect to enroll in the Plan, to authorize a new level of payroll deductions, or to stop payroll deductions and withdraw from an Offering.

(l) "**ESPP Share Account**" means an account into which Shares purchased with accumulated payroll deductions at the end of an Offering Period are deposited on behalf of a Participant.

(m) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(n) "**Fair Market Value**" means, as of any date, the closing price of a Share on the Trading Day immediately preceding the date of determination (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred), on the principal stock market or exchange on which Shares are quoted or traded, or if Shares are not so quoted or traded, the fair market value of a Share as determined by the Committee, which such determination shall be conclusive and binding on all persons.

(o) "**Offering Date**" means the first Trading Day of each Offering Period as designated by the Committee.

(p) "**Offering**" or "**Offering Period**" means the period described in Section 5.

(q) "**Offering Period Limit**" has the meaning set forth in Section 7.

(r) "**Participant**" means an Eligible Employee who is actively participating in the Plan.

(s) "**Participating Subsidiaries**" means the Subsidiaries that have been designated by the Committee as eligible to participate in the Plan, and such other Subsidiaries that may be designated by the Committee from time to time in its sole discretion.

(t) "**Plan**" means this Xponential Fitness Inc. Employee Stock Purchase Plan, as set forth herein, and as amended from time to time.

(u) "**Purchase Date**" means the last Trading Day of each Offering Period.

(v) "**Purchase Price**" means an amount equal to eighty-five (85%) (or such greater percentage as designated by the Committee) of the Fair Market Value of a Share on the Purchase Date; *provided* that the Purchase Price per Share will in no event be less than the par value of the Shares.

(w) "**Securities Act**" means the Securities Act of 1933, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Securities Act includes any successor provision thereto.

(x) **"Share**" means a share of the Company's Class A common stock, $0.0001 par value.

(y) "**Subsidiary**" means (i) on and after the Section 423 Effective Date, any corporation, domestic or foreign, in an unbroken chain of corporations beginning with the Company of which at the time of the granting of an option pursuant to Section 7, not less than 50% of the total combined voting power of all classes of stock are held by the Company or a Subsidiary, whether or not such corporation exists now or is hereafter organized or acquired by the Company or a Subsidiary; *provided, however*, that a limited liability company or partnership may be treated as a Subsidiary to the extent either (a) such entity is treated as a disregarded entity under Treasury Regulation Section 301.7701-3(a) by reason of the Company or any other Subsidiary that is a corporation being the sole owner of such entity or (b) such entity elects to be classified as a corporation under Treasury Regulation Section 301.7701-3(a) and such entity would otherwise qualify as a Subsidiary; or (ii) prior to the Section 423 Effective Date, in addition to the entities in clause (i), "Subsidiary" shall also include any entity that, directly or indirectly, is controlled by, controls or is under common control with the Company, and its subsidiaries, and excluding, in each case, any entity for which the Committee or the Board has excluded its employees from participation in this Plan.

(z) "**Trading Day**" means any day on which the national stock exchange upon which the Shares are listed is open for trading.

Section 3. *Administration*.

(a) Administration of Plan. The Plan shall be administered by the Committee which shall have the authority to construe and interpret the Plan, prescribe, amend and rescind rules relating to the Plan's administration and take any other actions necessary or desirable for the administration of the Plan including, without limitation, adopting sub-plans applicable to particular Participating Subsidiaries or locations, which sub-plans may be designed to be outside the scope of Section 423 of the Code. The Committee may correct any defect or supply any omission or reconcile any inconsistency or ambiguity in the Plan. The decisions of the Committee shall be final and binding on all persons. All expenses of administering the Plan shall be borne by the Company. Notwithstanding anything in the Plan to the contrary and without limiting the generality of the foregoing, the Committee shall have the authority to change the minimum amount of Compensation for payroll deductions pursuant to Section 6(a), the frequency with which a Participant may elect to change their rate of payroll deductions pursuant to Section 6(b), the dates by which a Participant is required to submit an Enrollment Form pursuant to Section 6(b) and Section 10(a), and the effective date of a Participant's withdrawal due to termination of employment or change in status pursuant to Section 11, and the withholding procedures pursuant to Section 19(n).

(b) Delegation of Authority. To the extent permitted by applicable law, including under Section 157(c) of the Delaware General Corporation Law, the Committee may delegate to (i) one or more officers of the Company some or all of its authority under the Plan and (ii) one or more committees of the Board some or all of its authority under the Plan.

Section 4. *Eligibility*. In order to participate in an Offering, an Eligible Employee must deliver a completed Enrollment Form to the Company at least five (5) business days prior to the Offering Date (unless a different time is set by the Company for all Eligible Employees with respect to such Offering) and must elect their payroll deduction rate as described in Section 6. Notwithstanding any provision of the Plan to the contrary, no Eligible Employee shall be granted an option under the Plan if (i) immediately after the grant of the option, such Eligible Employee (or any other person whose stock would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own stock of the Company or hold outstanding options to purchase stock of the Company possessing 5% or more of the total combined voting power or value of all classes of stock of the Company or any Subsidiary or (ii) such option would permit such Eligible Employee's rights to purchase stock under all employee stock purchase plans (described in Section 423 of the Code) of the Company and its Subsidiaries to accrue at a rate that exceeds $25,000 of the Fair Market Value of such stock (determined at the time the option is granted) for each calendar year in which such option is outstanding at any time, in accordance with the provisions of Section 423(b)(8) of the Code.

Section 5. *Offering Periods.* The Plan shall be implemented by a series of Offering Periods, each of which shall be six (6) months in duration, with new Offering Periods commencing on January 1 and June 1 of each year. The Committee shall have, prior to the commencement of a particular Offering Period, the authority to change the duration, frequency, start and end dates of Offering Periods (subject to a maximum Offering Period of twenty-seven (27) months).

Section 6. *Participation.*

(a) Enrollment; Payroll Deductions. An Eligible Employee may elect to participate in the Plan by properly completing an Enrollment Form, which may be electronic, and submitting it to the Company, in accordance with the enrollment procedures established by the Committee. Participation in the Plan is entirely voluntary. By submitting an Enrollment Form, the Eligible Employee authorizes payroll deductions from their paycheck in an amount equal to a percentage (of at least one percent (1%)) of their Compensation on each payday occurring during an Offering Period. Payroll deductions shall commence as soon as administratively practicable following the Offering Date and end on the latest practicable payroll date on or before the Purchase Date. The Company shall maintain records of all payroll deductions but shall have no obligation to pay interest on payroll deductions or to hold such amounts in a trust or in any segregated account. Unless expressly permitted by the Committee, a Participant may not make any separate contributions or payments to the Plan.

(b) Election Changes. During an Offering Period, a Participant may decrease (but not increase) their rate of payroll deductions applicable to such Offering Period only once. To make such a change, the Participant must submit a new Enrollment Form authorizing the new rate of payroll deductions at least fifteen (15) days before the Purchase Date. A Participant may decrease or increase their rate of payroll deductions for future Offering Periods by submitting a new Enrollment Form authorizing the new rate of payroll deductions at least fifteen days before the start of the next Offering Period.

(c) Automatic Re-enrollment. The deduction rate selected in the Enrollment Form shall remain in effect for subsequent Offering Periods unless the Participant (i) submits a new Enrollment Form authorizing a new level of payroll deductions in accordance with Section 6(b), (ii) withdraws from the Plan in accordance with Section 10, or (iii) terminates employment or otherwise becomes ineligible to participate in the Plan.

Section 7. *Grant of Option.* On each Offering Date, each Participant in the applicable Offering Period shall be granted an option to purchase, on the Purchase Date, a number of Shares determined by dividing the Participant's accumulated payroll deductions by the applicable Purchase Price; *provided*, that the maximum number of Shares that may be purchased by all Participants during an Offering Period shall be determined by the Committee in its sole discretion, provided that they are subject to the limitations set forth in Section 4 and Section 13 of the Plan) (the "**Offering Period Limit**").

Section 8. *Exercise of Option/Purchase of Shares.* A Participant's option to purchase Shares will be exercised automatically on the Purchase Date of each Offering Period. The Participant's accumulated payroll deductions will be used to purchase the maximum number of whole Shares that can be purchased with the amounts in the Participant's notional account, subject to the Offering Period Limit and the limitations set forth in Section 4 and Section 13 of the Plan. No fractional Shares may be purchased, and any contributions unused in a given Offering Period due to being less than the cost of a Share will be returned to the Participant as soon as administratively practicable after the Purchase Date, subject to earlier withdrawal by the Participant in accordance with Section 10 or termination of employment or change in employment status in accordance with Section 11. During a Participant's lifetime, the Participant's option to purchase Shares under the Plan is exercisable only by the Participant.

Section 9. *Transfer of Shares.* As soon as administratively practicable, but in no event later than thirty (30) days, after each Purchase Date, the Company will arrange for the delivery to each Participant of the Shares purchased upon exercise of the Participant's option. The Committee may permit or require that the Shares be deposited directly into an ESPP Share Account established in the name of the Participant with a Designated Broker and may require that the Shares be retained with such Designated Broker for a specified period of time. Participants will not have any voting, dividend or other rights of a shareholder with respect to the Shares subject to any option granted under the Plan until such Shares have been delivered pursuant to this Section 9.

Section 10. *Withdrawal.*

(a) Withdrawal Procedure. A Participant may withdraw from an Offering by submitting to the Company a revised Enrollment Form indicating their election to withdraw at least fifteen (15) days before the Purchase Date. The accumulated payroll deductions held on behalf of a Participant in their notional account (that have not been used to purchase Shares) shall be paid to the Participant promptly following receipt of the Participant's Enrollment Form indicating their election to withdraw and the Participant's option shall be automatically terminated. If a Participant withdraws from an Offering Period, no payroll deductions will be made during any succeeding Offering Period, unless the Participant re-enrolls in accordance with Section 6(a) of the Plan.

(b) Effect on Succeeding Offering Periods. A Participant's election to withdraw from an Offering Period will not have any effect upon the Participant's eligibility to participate in succeeding Offering Periods that commence following the completion of the Offering Period from which the Participant withdraws.

Section 11. *Termination of Employment; Change in Employment Status.* Notwithstanding Section 10, upon termination of a Participant's employment for any reason prior to the Purchase Date, including death, disability or retirement, or a change in the Participant's employment status following which the Participant is no longer an Eligible Employee, the Participant will be deemed to have withdrawn from an Offering in accordance with Section 10 and the payroll deductions in the Participant's notional account (that have not been used to purchase Shares) shall be returned to the Participant, or in the case of the Participant's death, to the person(s) entitled to such amounts by will or the laws of descent and distribution, and the Participant's option shall be automatically terminated.

Section 12. *Interest*. No interest shall accrue on or be payable with respect to the payroll deductions of a Participant in the Plan.

Section 13. *Shares Reserved for Plan*.

(a) Number of Shares. The maximum number of Shares available for issuance under the Plan shall not exceed in the aggregate [ ] Shares, subject to adjustment as provided in Section 18. The Shares may be newly issued Shares, treasury Shares or Shares acquired on the open market. The total number of Shares available for purchase under the Plan shall be increased on the first day of each Company fiscal year following the Effective Date in an amount equal to the lesser of (i) [ ] Shares and (ii) [ ]% of the aggregate number of Shares, of the Company outstanding (on a fully diluted basis) on the last day of the immediately preceding fiscal year]; *provided* that the maximum number of Shares that may be issued under the Plan in any event shall be [ ] Shares (subject to any adjustment in accordance with Section 18). If any purchase of Shares pursuant to an option under the Plan is not consummated, the Shares not purchased under such option will again become available for issuance under the Plan.

(b) Over-subscribed Offerings. If the Committee determines that, on a particular Purchase Date, the number of Shares with respect to which options are to be exercised exceeds either the number of Shares then available under the Plan or the Offering Period Limit, the Company shall make a pro rata allocation of the Shares remaining available for purchase in as uniform a manner as practicable and as the Committee determines to be equitable. No option granted under the Plan shall permit a Participant to purchase Shares which, if added together with the total number of Shares purchased by all other Participants in such Offering would exceed either the total number of Shares remaining available under the Plan or the Offering Period Limit.

Section 14. *Transferability*. No payroll deductions credited to a Participant, nor any rights with respect to the exercise of an option or any rights to receive Shares hereunder may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will or the laws of descent and distribution, or as provided in Section 17) by the Participant. Any attempt to assign, transfer, pledge or otherwise dispose of such rights or amounts shall be without effect.

Section 15. *Application of Funds.* All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose to the extent permitted by applicable law, and the Company shall not be required to segregate such payroll deductions or contributions.

Section 16. *Statements*. Participants will be provided with statements at least annually which shall set forth the contributions made by the Participant to the Plan, the Purchase Price of any Shares purchased with accumulated funds, the number of Shares purchased, and any payroll deduction amounts remaining in the Participant's notional account.

Section 17. *Designation of Beneficiary*. If permitted by the Committee, a Participant may file, on forms supplied by the Committee, a written designation of beneficiary who, in the event of the Participant's death, is to receive any Shares from the Participant's ESPP Share Account or any payroll deduction amounts remaining in the Participant's notional account.

Section 18. *Adjustments Upon Changes in Capitalization; Dissolution or Liquidation; Corporate Transactions.*

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the Company's structure affecting the Shares occurs, then in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, the Committee will, in such manner as it deems equitable, adjust the number of Shares and class of Shares that may be delivered under the Plan, the Purchase Price per Share and the number of Shares covered by each outstanding option under the Plan, and the numerical limits of Section 7 and Section 13.

(b) Dissolution or Liquidation. Unless otherwise determined by the Committee, in the event of a proposed dissolution or liquidation of the Company, any Offering Period then in progress will be shortened by setting a new Purchase Date and the Offering Period will end immediately prior to the proposed dissolution or liquidation. The new Purchase Date will be before the date of the Company's proposed dissolution or liquidation. Before the new Purchase Date, the Committee will provide each Participant with written notice, which may be electronic, of the new Purchase Date and that the Participant's option will be exercised automatically on such date, unless before such time, the Participant has withdrawn from the Offering in accordance with Section 10 (or deemed to have withdrawn in accordance with Section 11).

(c) Corporate Transaction. In the event of a Corporate Transaction, each outstanding option will be assumed or an equivalent option substituted by the successor corporation or a parent or Subsidiary of such successor corporation. If the successor corporation refuses to assume or substitute the option, the Offering Period with respect to which the option relates will be shortened by setting a new Purchase Date on which the Offering Period will end. The new Purchase Date will occur before the date of the

Corporate Transaction. Prior to the new Purchase Date, the Committee will provide each Participant with written notice, which may be electronic, of the new Purchase Date and that the Participant's option will be exercised automatically on such date, unless before such date, the Participant has withdrawn (or, pursuant to Section 11, been deemed to have withdrawn) from the Offering in accordance with Section 10. Notwithstanding the foregoing, in the event of a Corporate Transaction, the Committee may also elect to terminate all outstanding Offering Periods in accordance with Section 19(i).

Section 19. *General Provisions*.

(a) Equal Rights and Privileges. Notwithstanding any provision of the Plan to the contrary and in accordance with Section 423 of the Code, all Eligible Employees who are granted options under the Plan shall have the same rights and privileges.

(b) No Right to Continued Service. Neither the Plan nor any compensation paid hereunder will confer on any Participant the right to continue as an Employee or in any other capacity.

(c) Rights as Shareholder. A Participant will become a shareholder with respect to the Shares that are purchased pursuant to options granted under the Plan when the Shares are transferred to the Participant or, if applicable, to the Participant's ESPP Share Account. A Participant will have no rights as a shareholder with respect to Shares for which an election to participate in an Offering Period has been made until such Participant becomes a shareholder as provided herein.

(d) Successors and Assigns. The Plan shall be binding on the Company and its successors and assigns.

(e) Entire Plan. This Plan constitutes the entire plan with respect to the subject matter hereof and supersedes all prior plans with respect to the subject matter hereof.

(f) Compliance with Law. The obligations of the Company with respect to payments under the Plan are subject to compliance with all applicable laws and regulations. Shares shall not be issued with respect to an option granted under the Plan unless the exercise of such option and the issuance and delivery of the Shares pursuant thereto shall comply with all applicable provisions of law, including, without limitation, the Securities Act, the Exchange Act, and the requirements of any stock exchange upon which the Shares may then be listed.

(g) Disqualifying Dispositions. On and after the Section 423 Effective Date, each Participant shall give the Company prompt written notice of any disposition or other transfer of Shares acquired pursuant to the exercise of an option acquired under the Plan, if such disposition or transfer is made within two years after the Offering Date or within one year after the Purchase Date.

(h) Term of Plan. The Plan shall become effective on the Effective Date and, unless terminated earlier pursuant to Section 19(i), shall have a term of ten years.

(i) Amendment or Termination. The Committee may, in its sole discretion, amend, suspend or terminate the Plan at any time and for any reason. If the Plan is terminated, the Committee may elect to terminate all outstanding Offering Periods either immediately or once Shares have been purchased on the next Purchase Date or permit Offering Periods to expire in accordance with their terms (and subject to any adjustment in accordance with Section 18). If any Offering Period is terminated before its scheduled expiration, all amounts that have not been used to purchase Shares will be returned to Participants (without interest, except as otherwise required by law) as soon as administratively practicable.

(j) Applicable Law. The laws of the State of Delaware shall govern all questions concerning the construction, validity and interpretation of the Plan, without regard to such state's conflict of law rules.

(k) Shareholder Approval. The Plan shall be subject to approval by the shareholders of the Company within twelve (12) months before or after the date the Plan is adopted by the Board.

(l) Section 423 . On and after the Section 423 Effective Date, the Plan is intended to qualify as an "employee stock purchase plan" under Section 423 of the Code, and any provision of the Plan that is inconsistent with Section 423 of the Code shall be reformed to comply with Section 423 of the Code.

(m) Section 409A; Limitation of Liability. Prior to the Section 423 Effective Date, the Plan and all options are intended to be exempt from Section 409A of the Code as "short-term deferrals" within the meaning of Treasury Regulation §1.409A-1(b)(4), and on and after the Section 423 Effective Date, as "statutory stock options" within the meaning of Treasury Regulation §1.409A-1(b)(5)(ii), and the Plan and the options will be interpreted and administered accordingly. Notwithstanding anything to the contrary in the Plan, neither the Company nor the Committee, nor any person acting on behalf of the Company or the Committee, will be liable to any Participant or other person by reason of any acceleration of income, any additional tax, or any other tax or liability asserted by reason of the failure of the Plan or any option to be exempt from or satisfy the requirements of Section 409A of the Code.

(n) Withholding. To the extent required by applicable Federal, state or local law, a Participant must make arrangements satisfactory to the Company for the payment of any withholding or similar tax obligations that arise in connection with the Plan. At any time, the Company or any Subsidiary may, but will not be obligated to, withhold from a Participant's compensation the amount necessary for the Company or any Subsidiary to meet applicable withholding obligations, including any withholding required to make available to the Company or any Subsidiary any tax deductions or benefits attributable to the sale or early disposition of Shares by such Participant. In addition, the Company or any Subsidiary may, but will not be obligated to, withhold from the proceeds of the sale of

Shares or any other method of withholding that the Company or any Subsidiary deems appropriate to the extent permitted by, where applicable, Treasury Regulation Section 1.423-2(f). The Company will not be required to issue any Shares under the Plan until such obligations are satisfied.

(o) Severability. If any provision of the Plan shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the Plan shall be construed as if such invalid or unenforceable provision were omitted.

(p) Headings. The headings of sections herein are included solely for convenience and shall not affect the meaning of any of the provisions of the Plan.

(q) Participating Subsidiaries. This Plan shall constitute the Employee Stock Purchase Plan of the Company and each Participating Subsidiary. A Participating Subsidiary may withdraw from the Plan as of any Offering Date by giving written notice to the Board, which notice must be received by at least thirty (30) days prior to such Offering Date.

Employment Agreement

This Employment Agreement (this "**Agreement**") is dated as of June 17, 2021, and is made by and between Xponential Fitness, LLC, a Delaware limited liability company (the "**Company**"), and John Meloun ("**Executive**").

Witnesseth:

Whereas, the Company desires to continue to employ Executive, and Executive desires to continue to be so employed, in each case, on the terms and conditions set forth herein.

Now, Therefore, in consideration of the foregoing premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the Company and Executive hereby agree as follows:

1. Agreement to Employ; No Conflicts

Upon the terms and subject to the conditions of this Agreement, the Company hereby agrees to employ Executive, and Executive hereby accepts such employment by the Company. Executive represents and warrants that (a) Executive is entering into this Agreement voluntarily, and that Executive's employment hereunder and compliance with the terms and conditions hereof will not conflict with or result in the breach by Executive of any agreement to which Executive is a party or by which Executive may be bound; b) Executive has not violated, and in connection with Executive's employment with the Company will not violate, any non-competition, non-solicitation or other similar covenant or agreement by which Executive is or may be bound; and (c) in connection with Executive's employment by the Company, Executive will not use any confidential or proprietary information Executive may have obtained in connection with Executive's employment with any prior employer.

2. Term; Position and Responsibilities

2.1 Term. Unless Executive's employment shall sooner terminate pursuant to Section 7, the Company shall employ Executive for a term commencing on the date hereof (the "**Commencement Date**") and ending on the first anniversary thereof (the "**Initial Term**"). Effective upon the expiration of the Initial Term and of each Additional Term (as defined below), unless Executive's employment shall sooner terminate pursuant to Section 7, Executive's employment hereunder shall be deemed to be automatically extended, upon the same terms and conditions, for an additional period of one year (each, an "**Additional Term**"), in each such case, commencing upon the expiration of the Initial Term or the then current Additional Term, as the case may be, unless, at least 60 days prior to the expiration of the Initial Term or such Additional Term, as the case may be, either party hereto shall have notified the other party thereto in writing that such extension shall not take effect. The period during which Executive is employed pursuant to this Agreement shall be referred to as the "**Employment Period**".

2.2 Position and Responsibilities. During the Employment Period, Executive shall serve as the Chief Financial Officer of the Company, reporting to Chief Executive Officer of the Company and/or of a parent entity of the Company (the "**CEO**") or his or her designee. Executive may also be designated an officer title of the parent or subsidiary entities of the Company for no additional consideration. Executive shall have such duties and responsibilities as are customarily assigned to individuals serving in such position, and such other duties consistent with Executive's position as the CEO or his or her designee specifies from time to time. Executive shall devote all of Executive's skill, knowledge and business time to the conscientious performance of such duties and responsibilities, except for vacation time (as set forth in Section 6.2), absence for sickness or similar disability of himself or an immediate family member as allowed by law, and time spent performing services for any charitable, religious or community organizations, so long as such services do not materially interfere with the performance of Executive's duties hereunder.

3. Base Salary

As compensation for the services to be performed by Executive during the Employment Period, the Company shall pay Executive a base salary at an annualized rate of $300,000, payable in periodic installments on the Company's regular payroll dates. The Board of Managers of the Company or the governing board of directors of the ultimate parent of the Company (such applicable board, the "**Board**") will review Executive's base salary annually during the Employment Period (but will not decrease such base salary). The annual base salary payable to Executive under this Section 3, as the same may be increased from time to time, shall here in after be referred to as the "**Base Salary**".

4. Annual Bonus

Beginning with the 2021 calendar year, and for each subsequent calendar year of the Company that ends during the Employment Period, Executive shall be entitled to (i) an annual cash bonus opportunity of 50% of Base Salary (pro-rated for any partial calendar year) (the "**Bonus**"), paid following the close of each applicable calendar year in arrears, which shall be payable if the EBITDA performance targets set by the Board for the applicable calendar year are met. Such bonus shall be payable after completion of the audit for such calendar year, but in no event later than 90 days of the subsequent calendar year to which such Bonus relates. Notwithstanding anything to the contrary contained in this Agreement or any applicable bonus plan, program or arrangement, Executive shall be eligible to receive any such Bonus only if Executive is actively employed by the Company on the Bonus payout date.

5. Employee Benefits

During the Employment Period, Executive (and, to the extent eligible, Executive's dependents and beneficiaries) shall be entitled to participate in any defined contribution plan, any insurance program and any medical and other health benefit plan, in each case, sponsored by the Company for its executive-level employees on terms and conditions set forth in such programs and plans (as amended from time to time); provided, that if Executive elects to not participate in the Company's medical or dental plans, the Company shall continue to pay for Executive's current medical and dental plan (or any reasonable equivalent plan acceptable to Executive) in lieu of participating in any such plans; provided, however, that the Company's payment of medical and dental plan premiums will be taxable as wages to Executive if and to the extent such payments would result in the imposition of excise taxes on the Company for the failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended.

6. Expenses; Vacation

6.1 Business Travel, Lodging, etc. Upon presentation by Executive of appropriate expense statements, the Company shall reimburse Executive up to $25,000 per year for reasonable work-related expenses incurred by Executive for air-travel to/from and lodging in Orange County, California. The Company shall reimburse Executive for all other reasonable travel, lodging, meal and other reasonable expenses incurred by Executive in connection with Executive's performance of services hereunder upon submission of evidence, satisfactory to the Company, of the incurrence and purpose of each such expense, and otherwise in accordance with the Company's Board approved expense policy applicable to its employees as in effect from time to time.

6.2 Vacation. During the Employment Period, Executive shall be entitled to paid vacation in accordance with a Board approved vacation policy, as may be amended from time to time and which is incorporated herein by this reference.

7. Termination of Employment

7.1 Termination Due to Death or Disability. During the Employment Period, Executive's employment shall automatically terminate in the event of Executive's death, and may be terminated by the Company due to Executive's Disability. For purposes of this Agreement, "**Disability**" shall mean a physical or mental disability that prevents, regardless of any reasonable accommodation, the performance by Executive of Executive's duties for a continuous period of 90 days or longer, or for 180 days or more in any 12-month period.

7.2 Termination by the Company. The Company may terminate Executive's employment with the Company with or without Cause. For purposes of this Agreement, "**Cause**" shall mean the following events or conditions, as determined by the Board in its reasonable judgment: (a) any failure by Executive to substantially perform Executive's duties hereunder (other than any such breach or failure due to Executive's physical or mental illness) and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (b) any failure by Executive to cooperate, if reasonably requested by the Company, with any investigation or inquiry into Executive's or the Company's business practices, whether internal or external, including, but not limited to, Executive's refusal to be deposed or to provide testimony at any trial or inquiry and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (c) Executive's engaging in fraud, willful misconduct, or dishonesty that has caused or is reasonably expected to result in material injury to the Company or any of its affiliates; (d) any material breach by Executive of any fiduciary duty owed to the Company or any of its affiliates; (e) Executive's conviction of, or entering a plea of guilty or nolo contendere to, a crime that constitutes a felony; or (f) any material breach by Executive of any of Executive's obligations hereunder or under any other written agreement or covenant with the Company or any of its affiliates and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure. A termination for Cause shall include a reasonable determination by the Company following the termination of the Employment Period that circumstances existed during the Employment Period that would have justified a termination by the Company for Cause.

7.3 Termination by Executive. Executive may terminate Executive's employment with the Company with or without Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean a termination by Executive of Executive's employment hereunder (a) any of the following events occur without Executive's express prior written consent; (b) within 60 days after Executive learns of the occurrence of such event, Executive gives written notice to the Company describing such event and demanding cure; and (c) such event is not fully cured within 30 days after such notice is given: (i) a material diminution in Executive's Base Salary, (ii) the assignment to Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties or authority that Executive is to assume on the Commencement Date, or (iii) a material breach of this Agreement by the Company.

7.4 Notice of Termination. Any termination of Executive's employment by the Company pursuant to Section 7.1 (other than in the event of Executive's death) or Section 7.2 or by Executive pursuant to Section 7.3 shall be communicated by a personally delivered written Notice of Termination addressed to the other party to this Agreement. A "**Notice of Termination**" shall mean a notice stating that Executive's employment with the Company has been or will be terminated and the specific provisions of this Section 7 under which such termination is being effected.

7.5 Date of Termination. As used in this Agreement, the term "**Date of Termination**" shall mean (a) if Executive's employment is terminated by Executive's death, the date of Executive's death; (b) if Executive's employment is terminated by the Company pursuant to Section 7.1 due to Executive's Disability, 30 days after the date on which the Notice of Termination is given; provided, that, if Executive shall have returned to the performance of Executive's duties on a full-time basis during such 30-day period, such Notice of Termination shall be of no force or effect; (c) if Executive's employment is terminated by the Company for Cause or by Executive for Good Reason, the date any applicable cure period expires (and, if there is no applicable cure period, the date specified in the Notice of Termination): provided, that if a party is entitled to cure the nature of such termination and so cures prior to the expiration of the applicable cure period, the Notice of Termination provided to such curing party shall be of no force or effect; or (d) if Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which shall be 30 days after the date of such notice) and, if no such notice is given, 30 days after the date of termination of employment.

7.6 Payments Upon Certain Terminations.

7.6.1 Termination Without Cause or for Good Reason. If (a) the Company shall terminate Executive's employment without Cause or (b) Executive shall terminate Executive's employment for Good Reason, in each case, during the Employment Period, the Company shall pay to Executive:

(i) any accrued and unpaid Base Salary and accrued and unused vacation earned through the Date of Termination, which shall be paid on the tenth day after the Date of Termination (or if such day is not a business day, the next business day after such day); plus

(ii) as severance payments and provided that Executive executes and delivers (and does not revoke) a general release of all claims in form and substance satisfactory to the Company within 60 days following the Date of Termination, Base Salary for nine (9) months, which shall be paid in periodic installments on the Company's regular payroll dates, beginning with the next payroll date immediately following the expiration of the 60th day following the Date of Termination (which first payment shall include any payments of Base Salary that should have been made during such 60-day period but for the 60-day release consideration period).

7.6.2 Termination for Any Other Reason. If Executive's employment is terminated for any reason other than those specified in Section 7.6.1 during the Employment Period, the Company shall pay Executive on the tenth day after the Date of Termination or the expiration of the Employment Period, as the case may be (or, if such day is not a business day, the next business day after such day), accrued and unpaid Base Salary and accrued and unused vacation earned through the Date of Termination.

7.6.3 Effect of Termination on Other Plans and Programs. In the event that Executive's employment with the Company is terminated for any reason, Executive shall be entitled to receive all amounts payable and benefits accrued under any otherwise applicable plan, policy, program or practice of the Company in which Executive was a participant immediately prior to the Date of Termination in accordance with the terms thereof; provided, that, if Executive's employment is terminated without Cause or for Good Reason, Executive shall not be entitled to receive any payments or benefits under any such plan, policy, program or practice providing any severance or cash bonus compensation, and the provisions of this Section 7.6 shall supersede such provisions of any such plan, policy, program or practice.

7.7 Resignation Upon Termination. Effective as of any Date of Termination or otherwise as of the date of Executive's termination of employment with the Company, Executive shall resign, in writing, from all positions then held by Executive with the Company and its affiliates unless otherwise requested by the Company and agreed to by Executive.

7.8 Cessation of Professional Activity. Upon delivery of a Notice of Termination by either party or a notice pursuant to Section 2.1, the Company may relieve Executive of Executive's responsibilities described in Section 2.2 and require Executive to immediately cease all professional activity on behalf of the Company, without such action constituting a termination of Executive's employment by the Company without Cause or giving grounds for Executive to terminate for Good Reason.

8. Restrictive Covenants

8.1 Unauthorized Disclosure. During the Employment Period and following any termination thereof, without the prior written consent of the Company, except to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, in which event Executive shall use Executive's best efforts to consult with the Company prior to responding to any such order or subpoena, and except as required in performance of Executive's duties hereunder, Executive shall not use or disclose any confidential or proprietary trade secrets, customer lists, drawings, designs, marketing plans, management organization information (including, but not limited to, data and other information relating to members of the boards of directors of the Company, its parent or any subsidiary or affiliate thereof (the Company, its parent and their respective subsidiaries and affiliates, the "**Company Group**"), the Company Group, or to the management of the Company Group), operating policies or manuals, business plans, financial records, or other financial, commercial, business or technical information) relating to the Company Group or that the Company Group may receive belonging to customers or others who do business with the Company Group (collectively, "**Confidential Information**") to any third Person (as defined below) unless such Confidential Information has been previously disclosed to the public generally, is in the public domain, or has been rightfully received by Executive from a third party who is authorized to make such disclosure, in each case, other than by reason of Executive's breach of this Section 8.1. For purposes of this Agreement, "**Person**" shall mean any natural person, partnership, limited liability company, association, corporation, company, trust, business trust, governmental authority or other entity.

8.2 Non-Solicitation of Employees. During the period beginning on the Commencement Date and ending twelve months after the termination of Executive's employment with the Company (the "**Restriction Period**"), Executive shall not, directly or indirectly, for Executive's own account or for the account of any other Person, in any jurisdiction in which the Company Group has commenced during the Employment Period, (j) solicit for employment any natural person throughout the world who is or was employed by or otherwise engaged to perform services for the Company Group (x) at any time during the Employment Period (in the case of such prohibited activity occurring during such time) or (y) during the twelve month period preceding such prohibited activity (in the case of such prohibited activity occurring during the Restriction Period but after the date of Executive's termination of employment with the Company), other than any such solicitation on behalf of the Company Group during the Employment Period; or (ii) induce any employee of the Company Group to engage in any activity which Executive is prohibited from engaging in under any of this Section 8 or to terminate such employee's employment with the Company.

8.3 Non-Solicitation of Business Relationships. During the Employment Period, Executive shall not, directly or indirectly, for Executive's own account or for the account of any other Person, in any jurisdiction in which the Company Group has commenced or has actively made plans to commence operations, solicit, interfere with, or otherwise attempt to establish any business relationship of a nature that is competitive with the business or relationship of the Company Group with any Person throughout the world which is or was a customer, client or franchisee of the Company Group, other than any such activity on behalf of or at the request of the Company Group.

8.4 Works for Hire.

8.4.1 Generally. Executive agrees that the Company shall own all right, title and interest (including, but not limited to, patent rights, copyrights, trade secret rights and other rights throughout the world) in any inventions, works of authorship, ideas or information made or conceived or reduced to practice, in whole or in part, by Executive (either alone or with others) during the Employment Period (collectively "**Developments**"); provided, however, that the Company shall not own Developments for which no equipment, supplies, facility, trade secret information or Confidential Information of the Company was used and which were developed entirely on Executive's time, and (A) which do not relate (I) to the business of the Company Group or (II) to the actual or demonstrably anticipated research or development of the Company Group, and (B) which do not result from any work performed by Executive for the Company.

8.4.2 Disclosure; Assignment. Subject to Section 8.4.1, Executive will promptly and fully disclose to the Company, or any persons designated by it, any and all Developments made or conceived or reduced to practice or learned by Executive, either alone or jointly with others during the Employment Period. Executive hereby assigns all right, title and interest in and to any and all of these Developments to the Company. Executive shall further assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. Executive hereby irrevocably designates and appoints the Company and its agents as attorneys-in-fact to act for and on Executive's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Executive.

8.4.3 Copyright Act; Moral Rights. In addition, and not in contravention of Section 8.4.1 or Section 8.4.2, Executive acknowledges that all original works of authorship which are made by him (solely or jointly with others) within the scope of employment and which are protectable by copyright are "**works made for hire,**" as that term is defined in the United States Copyright Act (17 USC §101). To the extent allowed by law, this Section 8.4.3 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to "**moral rights**" (collectively, "**Moral Rights**"). To the extent Executive retains any such Moral Rights under applicable law, Executive hereby waives such Moral Rights and consents to any action consistent with the terms of this Agreement with respect to such Moral Rights, in each case, to the full extent of such applicable law. Executive will confirm any such waivers and consents from time to time as requested by the Company.

8.4.4 Authorized Disclosure. Section 1883(b) of Title 18 of the United States Code states "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (i) is made (ii) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (hl solely for the purposes of reporting or investigating a suspended violation of law or (iii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Accordingly, the Company and Executive have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Company and Executive also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with Section l 883(b) of Title 18 of the United States Code or create liability for disclosures of trade secrets that are expressly allowed by Section l 883(b) of Title 18 of the United States Code.

8.4.5 Section 2870 of the California Labor Code. Notwithstanding anything to the contrary contained in this Agreement, Executive may use Executive's own ideas, knowledge, and experience to develop Developments that qualify under the provisions of Section 2870 of the California Labor Code, which provisions are set forth below, and all rights to such Developments that qualify under Section 2870 and are so developed shall belong solely to Executive; provided, that such Developments are developed without the use of Company resources and outside of the scope of the services provided under this Agreement. Section 2870 of the California Labor Code reads in its entirety, as follows: "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer; (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable".

8.5 Nondisparagement. Executive agrees that Executive shall neither, directly or indirectly, engage in any conduct or make any statement (including through social media) disparaging or criticizing in any way the Company Group, or any of their personnel, nor engage in any other conduct or make any other statement that could be reasonably expected to impair the goodwill or the reputation of the Company Group, in each case, except to the extent required by law, and then only after consultation with the Company to the extent possible. The Company Group agrees that it shall instruct the directors and officers of the Company not to, directly or indirectly, engage in any conduct or make any statement (including through social media) disparaging or criticizing Executive in any way, nor engage in any other conduct or make any other statement that could be reasonably expected to impair the goodwill or the reputation of Executive, in each case, except to the extent required by law, and then only after consultation with Executive to the extent possible.

8.6 Return of Documents. In the event of the termination of Executive's employment, Executive shall deliver to the Company (a) all property of the Company Group then in Executive's possession; and (b) all documents and data of any nature and in whatever medium of the Company Group, and Executive shall not take with Executive any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information.

8.7 Confidentiality of Agreement; Governmental Agency Exception. The parties to this Agreement agree not to disclose its terms to any Person, other than their attorneys, accountants, financial advisors or, in Executive's case, members of Executive's immediate family or, in the Company's case, for any reasonable purpose that is reasonably related to its business operations: provided, that this Section 8.7 shall not be construed to prohibit any disclosure required by law or in any proceeding to enforce the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, this Agreement does not limit Executive's ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company or its affiliates. This Agreement does not limit Executive's right to receive an award for information provided to any government agencies.

9. Certain Acknowledgments; Injunctive Relief with Respect to Covenants

9.1 Certain Acknowledgements. Executive acknowledges and agrees that Executive will have a prominent role in the development of the goodwill of the Company Group, and has and will establish and develop relations and contacts with the principal business relationships of the Company Group in the United States of America and the rest of the world, all of which constitute valuable goodwill of, and could be used by Executive to compete unfairly with, the Company Group and that (a) in the course of Executive's employment with the Company, Executive will obtain confidential and proprietary information and trade secrets concerning the business and operations of the Company Group in the United States of America and the rest of the world that could be used to compete unfairly with the Company Group; (b) the covenants and restrictions contained in Section 8 are intended to protect the legitimate interests of the Company Group in their respective goodwill, trade secrets and other confidential and proprietary information; and (c) Executive desires to be bound by such covenants and restrictions.

9.2 Injunctive Relief. Executive acknowledges and agrees that the covenants, obligations and agreements of Executive contained in Section 8 relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants, obligations or agreements will cause the Company Group irreparable injury for which adequate remedies are not available at law. Therefore, Executive agrees that the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) to restrain Executive from committing any violation of such covenants, obligations or agreements. These injunctive remedies are cumulative and in addition to any other rights and remedies the Company Group may have.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Company and Executive with respect to the subject matter hereof, and supersedes all undertakings and agreements, whether oral or in writing, previously entered into by the Company and Executive with respect thereto. All prior correspondence and proposals (including, but not limited to, summaries of proposed terms) and all prior offer letters, promises, representations, understandings, arrangements and agreements relating to such subject matter (including, but not limited to, those made to or with Executive by any other person) are merged herein and superseded hereby.

11. General Provisions

11.1 Binding Effect: Assignment. This Agreement shall be binding on and inure to the benefit of the Company and its respective successors and permitted assigns. This Agreement shall also be binding on and inure to the benefit of Executive and Executive's heirs, executors, administrators and legal representatives. This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties hereto, except as provided pursuant to this Section 11.1. The Company may effect such an assignment without prior written approval of Executive (i) to any direct or indirect subsidiary of the Company or (ii) upon the transfer of all or substantially all of its business and/or assets (by whatever means).

11.2 Indemnity. Section 7.2 of the Limited Liability Company Operating Agreement of Xponential Fitness, LLC, dated September 26, 2017, as amended from time to time, is incorporated by reference herein and made a part hereof, and as so incorporated, shall remain in full force and effect in accordance with its terms.

11.3 Governing Law; Waiver of Jury Trial.

11.3.1 Governing Law; Consent to Jurisdiction. This Agreement shall be governed in all respects, including as to interpretation, substantive effect and enforceability, by the internal laws of the State of California, without regard to conflicts of laws provisions thereof that would require application to the laws of another jurisdiction other than those that mandatorily apply. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of California and the federal courts of the United States of America located in Orange County, California solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby. Each party hereby waives and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation and enforcement hereof, or in respect of any such transaction, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts. Each party hereby consents to and grants any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that the mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.6 or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

11.3.2 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Agreement, or the breach, termination or validity of this Agreement, or the transactions contemplated by this Agreement. Each party certifies and acknowledges that (a) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver; (b) each such party understands and has considered the implications of this waiver; (c) each such party makes this waiver voluntarily; and (d) each such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 11.3.2

11.4 Taxes. All amounts payable and benefits provided hereunder shall be subject to any and all applicable taxes, as required by applicable Federal, state, local and foreign laws and regulations.

11.5 Amendments; Waiver. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is approved by a Person authorized by the Company and is agreed to in writing by Executive. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

11.6 Legal Advice; Severability; Blue Pencil. Executive acknowledges that Executive has been advised to seek independent legal counsel for advice regarding the effect of the provisions of this Agreement, and has either obtained such advice of independent legal counsel, or has voluntarily and without compulsion elected to enter into and be bound by the terms of this Agreement without such advice of independent legal counsel. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. Executive and the Company agree that the covenants contained in Section 8 hereof are reasonable covenants under the circumstances, and further agree that if, in the opinion of any court of competent jurisdiction such covenants are not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants as to the court shall appear not reasonable and to enforce the remainder of these covenants as so amended.

11.7 Notices. Any notice or other communication required or permitted to be delivered under this Agreement shall be (a) in writing; (b) delivered personally, by courier service or by certified or registered mail, first class postage prepaid and return receipt requested with a copy by electronic mail; (c) deemed to have been received on the date of delivery or, if so mailed, on the third business day after the mailing thereof; and (d) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

(i) If to the Company:
Xponential Fitness, LLC
17877 Von Karman Avenue, Suite 100
Irvine, CA 92614
Attention: Chairman of the Board

with a copy (which shall not constitute notice) to:

Buchalter
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Attention: Jeremy Weitz, Esq.
Tel: (213) 891-5285
Fax: (213) 630-5651

(ii) If to Executive, to the last home address, or personal fax on file with the Company.

11.8 Survival. The Company and Executive hereby agree that certain provisions of this Agreement shall survive the expiration of the Employment Period in accordance with their terms, including, but not limited to, Sections 7.6, 8, 9, 10, and 11.

11.9 Further Assurances. Each party hereto agrees with the other party hereto that it will cooperate with such other party and will execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and will take such other actions, as such other parties may reasonably request from time to time to effectuate the provisions and purpose of this Agreement.

11.10 Section 409A. The parties intend that any amounts payable hereunder comply with or are exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**") (including under Treasury Regulation §§l.409A-l(b)(4) ("**short-term deferrals**") and (b)(9) ("**separation pay plans,**" including the exceptions under subparagraph (iii) and subparagraph (v)(D)) and other applicable provisions of Treasury Regulation§§ 1.409A-1 through A-6). For purposes of Section 409A, each of the payments that may be made under this Agreement shall be deemed to be a separate payment for purposes of Section 409A. This Agreement shall be administered, interpreted and construed in a manner that does not result in the imposition of additional taxes, penalties or interest under Section 409A. The Company and Executive agree to negotiate in good faith to make amendments to the Agreement, as the parties mutually agree are necessary or desirable to avoid the imposition of taxes, penalties or interest under Section 409A. Neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A. Notwithstanding the foregoing, the Company does not guarantee any particular tax effect, and Executive shall be solely responsible and liable for the satisfaction of all taxes, penalties and interest that may be imposed on or for the account of Executive in connection with the Agreement (including any taxes, penalties and interest under Section 409A), and neither the Company nor any of its affiliates shall have any obligation to indemnify or otherwise hold Executive (or any beneficiary) harmless from any or all of such taxes, penalties or interest. With respect to the time of payments of any amounts under the Agreement that are "**deferred compensation**" subject to Section 409A, references in the Agreement to "**termination of employment**" (and substantially similar phrases) shall mean "**separation from service**" within the meaning of Section 409A. For the avoidance of doubt, it is intended that any expense reimbursement made to Executive hereunder shall be exempt from Section 409A. Notwithstanding the foregoing, if any expense reimbursement made hereunder shall be determined to be "**deferred compensation**" within the meaning of Section 409A, then (i) the amount of the indemnification payment or expense reimbursement during one taxable year shall not affect the amount of the expense reimbursement during any other taxable year, (ii) the expense reimbursement shall be made on or before the last day of Executive's taxable year following the year in which the expense was incurred and (iii) the right to expense reimbursement hereunder shall not be subject to liquidation or exchange for another benefit.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties hereto agree to accept a signed facsimile copy or "**PDF**" of this Agreement as a fully binding original.

11.12 Headings. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has duly executed this Agreement by its authorized representative, and Executive has hereunto set Executive's hand, in each case effective as of the date first above written.

COMPANY

XPONENTIAL FITNESS, LLC

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

EXECUTIVE

By: /s/ John Meloun
Name: John Meloun
Title: Chief Financial Officer

[Signature Page to Employment Agreement]

Exhibit 10.20

Employment Agreement

This Employment Agreement (this "**Agreement**") is dated as of June 17, 2021, and is made by and between Xponential Fitness, LLC, a Delaware limited liability company (the "**Company**"), and Megan Moen ("**Executive**").

Witnesseth:

Whereas, the Company desires to continue to employ Executive, and Executive desires to continue to be so employed, in each case, on the terms and conditions set forth herein.

Now, Therefore, in consideration of the foregoing premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the Company and Executive hereby agree as follows:

1. Agreement to Employ; No Conflicts

Upon the terms and subject to the conditions of this Agreement, the Company hereby agrees to employ Executive, and Executive hereby accepts such employment by the Company. Executive represents and warrants that (a) Executive is entering into this Agreement voluntarily, and that Executive's employment hereunder and compliance with the terms and conditions hereof will not conflict with or result in the breach by Executive of any agreement to which Executive is a party or by which Executive may be bound; b) Executive has not violated, and in connection with Executive's employment with the Company will not violate, any non-competition, non-solicitation or other similar covenant or agreement by which Executive is or may be bound; and (c) in connection with Executive's employment by the Company, Executive will not use any confidential or proprietary information Executive may have obtained in connection with Executive's employment with any prior employer.

2. Term; Position and Responsibilities

2.1 Term. Unless Executive's employment shall sooner terminate pursuant to Section 7, the Company shall employ Executive for a term commencing on the date hereof (the "**Commencement Date**") and ending on the first anniversary thereof (the "**Initial Term**"). Effective upon the expiration of the Initial Term and of each Additional Term (as defined below), unless Executive's employment shall sooner terminate pursuant to Section 7, Executive's employment hereunder shall be deemed to be automatically extended, upon the same terms and conditions, for an additional period of one year (each, an "**Additional Term**"), in each such case, commencing upon the expiration of the Initial Term or the then current Additional Term, as the case may be, unless, at least 60 days prior to the expiration of the Initial Term or such Additional Term, as the case may be, either party hereto shall have notified the other party thereto in writing that such extension shall not take effect. The period during which Executive is employed pursuant to this Agreement shall be referred to as the "**Employment Period**".

2.2 Position and Responsibilities. During the Employment Period, Executive shall serve as the Executive Vice President of Finance of the Company, reporting to CFO of the Company and/or of a parent entity of the Company (the "**CFO**") or his or her designee. Executive may also be designated an officer title of the parent or subsidiary entities of the Company for no additional consideration. Executive shall have such duties and responsibilities as are customarily assigned to individuals serving in such position, and such other duties consistent with Executive's position as the CFO or his or her designee specifies from time to time. Executive shall devote all of Executive's skill, knowledge and business time to the conscientious performance of such duties and responsibilities, except for vacation time (as set forth in Section 6.2), absence for sickness or similar disability of himself or an immediate family member as allowed by law, and time spent performing services for any charitable, religious or community organizations, so long as such services do not materially interfere with the performance of Executive's duties hereunder.

3. Base Salary

As compensation for the services to be performed by Executive during the Employment Period, the Company shall pay Executive a base salary at an annualized rate of $183,000, payable in periodic installments on the Company's regular payroll dates. The Board of Managers of the Company or the governing board of directors of the ultimate parent of the Company (such applicable board, the "**Board**") will review Executive's base salary annually during the Employment Period (but will not decrease such base salary). The annual base salary payable to Executive under this Section 3, as the same may be increased from time to time, shall here in after be referred to as the "**Base Salary**".

4. Annual Bonus

Beginning with the 2021 calendar year, and for each subsequent calendar year of the Company that ends during the Employment Period, Executive shall be entitled to (i) an annual cash bonus opportunity of 35% of Base Salary (pro-rated for any partial calendar year) (the "**Bonus**"), paid following the close of each applicable calendar year in arrears, which shall be payable if the EBITDA performance targets set by the Board for the applicable calendar year are met. Such bonus shall be payable after completion of the audit for such calendar year, but in no event later than 90 days of the subsequent calendar year to which such Bonus relates. Notwithstanding anything to the contrary contained in this Agreement or any applicable bonus plan, program or arrangement, Executive shall be eligible to receive any such Bonus only if Executive is actively employed by the Company on the Bonus payout date.

5. Employee Benefits

During the Employment Period, Executive (and, to the extent eligible, Executive's dependents and beneficiaries) shall be entitled to participate in any defined contribution plan, any insurance program and any medical and other health benefit plan, in each case, sponsored by the Company for its executive-level employees on terms and conditions set forth in such programs and plans (as amended from time to time); provided, that if Executive elects to not participate in the Company's medical or dental plans, the Company shall continue to pay for Executive's current medical and dental plan (or any reasonable equivalent plan acceptable to Executive) in lieu of participating in any such plans; provided, however, that the Company's payment of medical and dental plan premiums will be taxable as wages to Executive if and to the extent such payments would result in the imposition of excise taxes on the Company for the failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended.

6. Expenses; Vacation

6.1 Business Travel, Lodging, etc. The Company shall reimburse Executive for all other reasonable travel, lodging, meal and other reasonable expenses incurred by Executive in connection with Executive's performance of services hereunder upon submission of evidence, satisfactory to the Company, of the incurrence and purpose of each such expense, and otherwise in accordance with the Company's Board approved expense policy applicable to its employees as in effect from time to time.

6.2 Vacation. During the Employment Period, Executive shall be entitled to paid vacation in accordance with a Board approved vacation policy, as may be amended from time to time and which is incorporated herein by this reference.

7. Termination of Employment

7.1 Termination Due to Death or Disability. During the Employment Period, Executive's employment shall automatically terminate in the event of Executive's death, and may be terminated by the Company due to Executive's Disability. For purposes of this Agreement, "**Disability**" shall mean a physical or mental disability that prevents, regardless of any reasonable accommodation, the performance by Executive of Executive's duties for a continuous period of 90 days or longer, or for 180 days or more in any 12-month period.

7.2 Termination by the Company. The Company may terminate Executive's employment with the Company with or without Cause. For purposes of this Agreement, "**Cause**" shall mean the following events or conditions, as determined by the Board in its reasonable judgment: (a) any failure by Executive to substantially perform Executive's duties hereunder (other than any such breach or failure due to Executive's physical or mental illness) and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (b) any failure by Executive to cooperate, if reasonably requested by the Company, with any investigation or inquiry into Executive's or the Company's business practices, whether internal or external, including, but not limited to, Executive's refusal to be deposed or to provide testimony at any trial or inquiry and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (c) Executive's engaging in fraud, willful misconduct, or dishonesty that has caused or is reasonably expected to result in material injury to the Company or any of its affiliates; (d) any material breach by Executive of any fiduciary duty owed to the Company or any of its affiliates; (e) Executive's conviction of, or entering a plea of guilty or nolo contendere to, a crime that constitutes a felony; or (f) any material breach by Executive of any of Executive's obligations hereunder or under any other written agreement or covenant with the Company or any of its affiliates and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure. A termination for Cause shall include a reasonable determination by the Company following the termination of the Employment Period that circumstances existed during the Employment Period that would have justified a termination by the Company for Cause.

7.3 Termination by Executive. Executive may terminate Executive's employment with the Company with or without Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean a termination by Executive of Executive's employment hereunder (a) any of the following events occur without Executive's express prior written consent; (b) within 60 days after Executive learns of the occurrence of such event, Executive gives written notice to the Company describing such event and demanding cure; and (c) such event is not fully cured within 30 days after such notice is given: (i) a material diminution in Executive's Base Salary, (ii) the assignment to Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties or authority that Executive is to assume on the Commencement Date, or (iii) a material breach of this Agreement by the Company.

7.4 Notice of Termination. Any termination of Executive's employment by the Company pursuant to Section 7.1 (other than in the event of Executive's death) or Section 7.2 or by Executive pursuant to Section 7.3 shall be communicated by a personally delivered written Notice of Termination addressed to the other party to this Agreement. A "**Notice of Termination**" shall mean a notice stating that Executive's employment with the Company has been or will be terminated and the specific provisions of this Section 7 under which such termination is being effected.

7.5 Date of Termination. As used in this Agreement, the term "**Date of Termination**" shall mean (a) if Executive's employment is terminated by Executive's death, the date of Executive's death; (b) if Executive's employment is terminated by the Company pursuant to Section 7.1 due to Executive's Disability, 30 days after the date on which the Notice of Termination is given; provided, that, if Executive shall have returned to the performance of Executive's duties on a full-time basis during such 30-day period, such Notice of Termination shall be of no force or effect; (c) if Executive's employment is terminated by the Company for Cause or by Executive for Good Reason, the date any applicable cure period expires (and, if there is no applicable cure period, the date specified in the Notice of Termination): provided, that if a party is entitled to cure the nature of such termination and so cures prior to the expiration of the applicable cure period, the Notice of Termination provided to such curing party shall be of no force or effect; or (d) if Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which shall be 30 days after the date of such notice) and, if no such notice is given, 30 days after the date of termination of employment.

7.6 Payments Upon Certain Terminations.

7.6.1 Termination Without Cause or for Good Reason. If (a) the Company shall terminate Executive's employment without Cause or (b) Executive shall terminate Executive's employment for Good Reason, in each case, during the Employment Period, the Company shall pay to Executive:

(i) any accrued and unpaid Base Salary and accrued and unused vacation earned through the Date of Termination, which shall be paid on the tenth day after the Date of Termination (or if such day is not a business day, the next business day after such day); plus

(ii) as severance payments and provided that Executive executes and delivers (and does not revoke) a general release of all claims in form and substance satisfactory to the Company within 60 days following the Date of Termination, Base Salary for six (6) months, which shall be paid in periodic installments on the Company's regular payroll dates, beginning with the next payroll date immediately following the expiration of the 60th day following the Date of Termination (which first payment shall include any payments of Base Salary that should have been made during such 60-day period but for the 60-day release consideration period).

7.6.2 Termination for Any Other Reason. If Executive's employment is terminated for any reason other than those specified in Section 7.6.1 during the Employment Period, the Company shall pay Executive on the tenth day after the Date of Termination or the expiration of the Employment Period, as the case may be (or, if such day is not a business day, the next business day after such day), accrued and unpaid Base Salary and accrued and unused vacation earned through the Date of Termination.

7.6.3 Effect of Termination on Other Plans and Programs. In the event that Executive's employment with the Company is terminated for any reason, Executive shall be entitled to receive all amounts payable and benefits accrued under any otherwise applicable plan, policy, program or practice of the Company in which Executive was a participant immediately prior to the Date of Termination in accordance with the terms thereof; provided, that, if Executive's employment is terminated without Cause or for Good Reason, Executive shall not be entitled to receive any payments or benefits under any such plan, policy, program or practice providing any severance or cash bonus compensation, and the provisions of this Section 7.6 shall supersede such provisions of any such plan, policy, program or practice.

7.7 Resignation Upon Termination. Effective as of any Date of Termination or otherwise as of the date of Executive's termination of employment with the Company, Executive shall resign, in writing, from all positions then held by Executive with the Company and its affiliates unless otherwise requested by the Company and agreed to by Executive.

7.8 Cessation of Professional Activity. Upon delivery of a Notice of Termination by either party or a notice pursuant to Section 2.1, the Company may relieve Executive of Executive's responsibilities described in Section 2.2 and require Executive to immediately cease all professional activity on behalf of the Company, without such action constituting a termination of Executive's employment by the Company without Cause or giving grounds for Executive to terminate for Good Reason.

8. Restrictive Covenants

8.1 Unauthorized Disclosure. During the Employment Period and following any termination thereof, without the prior written consent of the Company, except to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, in which event Executive shall use Executive's best efforts to consult with the Company prior to responding to any such order or subpoena, and except as required in performance of Executive's duties hereunder, Executive shall not use or disclose any confidential or proprietary trade secrets, customer lists, drawings, designs, marketing plans, management organization information (including, but not limited to, data and other information relating to members of the boards of directors of the Company, its parent or any subsidiary or affiliate thereof (the Company, its parent and their respective subsidiaries and affiliates, the "**Company Group**"), the Company Group, or to the management of the Company Group), operating policies or manuals, business plans, financial records, or other financial, commercial, business or technical information) relating to the Company Group or that the Company Group may receive belonging to customers or others who do business with the Company Group (collectively, "**Confidential Information**") to any third Person (as defined below) unless such Confidential Information has been previously disclosed to the public generally, is in the public domain, or has been rightfully received by Executive from a third party who is authorized to make such disclosure, in each case, other than by reason of Executive's breach of this Section 8.1. For purposes of this Agreement, "**Person**" shall mean any natural person, partnership, limited liability company, association, corporation, company, trust, business trust, governmental authority or other entity.

8.2 Non-Solicitation of Employees. During the period beginning on the Commencement Date and ending twelve months after the termination of Executive's employment with the Company (the "**Restriction Period**"), Executive shall not, directly or indirectly, for Executive's own account or for the account of any other Person, in any jurisdiction in which the Company Group has commenced during the Employment Period, (j) solicit for employment any natural person throughout the world who is or was employed by or otherwise engaged to perform services for the Company Group (x) at any time during the Employment Period (in the case of such prohibited activity occurring during such time) or (y) during the twelve month period preceding such prohibited activity (in the case of such prohibited activity occurring during the Restriction Period but after the date of Executive's termination of employment with the Company), other than any such solicitation on behalf of the Company Group during the Employment Period; or (ii) induce any employee of the Company Group to engage in any activity which Executive is prohibited from engaging in under any of this Section 8 or to terminate such employee's employment with the Company.

8.3 Non-Solicitation of Business Relationships. During the Employment Period, Executive shall not, directly or indirectly, for Executive's own account or for the account of any other Person, in any jurisdiction in which the Company Group has commenced or has actively made plans to commence operations, solicit, interfere with, or otherwise attempt to establish any business relationship of a nature that is competitive with the business or relationship of the Company Group with any Person throughout the world which is or was a customer, client or franchisee of the Company Group, other than any such activity on behalf of or at the request of the Company Group.

8.4 Works for Hire.

8.4.1 Generally. Executive agrees that the Company shall own all right, title and interest (including, but not limited to, patent rights, copyrights, trade secret rights and other rights throughout the world) in any inventions, works of authorship, ideas or information made or conceived or reduced to practice, in whole or in part, by Executive (either alone or with others) during the Employment Period (collectively "**Developments**"); provided, however, that the Company shall not own Developments for which no equipment, supplies, facility, trade secret information or Confidential Information of the Company was used and which were developed entirely on Executive's time, and (A) which do not relate (I) to the business of the Company Group or (II) to the actual or demonstrably anticipated research or development of the Company Group, and (B) which do not result from any work performed by Executive for the Company.

8.4.2 Disclosure; Assignment. Subject to Section 8.4.1, Executive will promptly and fully disclose to the Company, or any persons designated by it, any and all Developments made or conceived or reduced to practice or learned by Executive, either alone or jointly with others during the Employment Period. Executive hereby assigns all right, title and interest in and to any and all of these Developments to the Company. Executive shall further assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. Executive hereby irrevocably designates and appoints the Company and its agents as attorneys-in-fact to act for and on Executive's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Executive.

8.4.3 Copyright Act; Moral Rights. In addition, and not in contravention of Section 8.4.1 or Section 8.4.2, Executive acknowledges that all original works of authorship which are made by him (solely or jointly with others) within the scope of employment and which are protectable by copyright are "**works made for hire,**" as that term is defined in the United States Copyright Act (17 USC §101). To the extent allowed by law, this Section 8.4.3 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to "**moral rights**" (collectively, "**Moral Rights**"). To the extent Executive retains any such Moral Rights under applicable law, Executive hereby waives such Moral Rights and consents to any action consistent with the terms of this Agreement with respect to such Moral Rights, in each case, to the full extent of such applicable law. Executive will confirm any such waivers and consents from time to time as requested by the Company.

8.4.4 Authorized Disclosure. Section 1883(b) of Title 18 of the United States Code states "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (i) is made (ii) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (hl solely for the purposes of reporting or investigating a suspended violation of law or (iii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Accordingly, the Company and Executive have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Company and Executive also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with Section l 883(b) of Title 18 of the United States Code or create liability for disclosures of trade secrets that are expressly allowed by Section l 883(b) of Title 18 of the United States Code.

8.4.5 Section 2870 of the California Labor Code. Notwithstanding anything to the contrary contained in this Agreement, Executive may use Executive's own ideas, knowledge, and experience to develop Developments that qualify under the provisions of Section 2870 of the California Labor Code, which provisions are set forth below, and all rights to such Developments that qualify under Section 2870 and are so developed shall belong solely to Executive; provided, that such Developments are developed without the use of Company resources and outside of the scope of the services provided under this Agreement. Section 2870 of the California Labor Code reads in its entirety, as follows: "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer; (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable".

8.5 Nondisparagement. Executive agrees that Executive shall neither, directly or indirectly, engage in any conduct or make any statement (including through social media) disparaging or criticizing in any way the Company Group, or any of their personnel, nor engage in any other conduct or make any other statement that could be reasonably expected to impair the goodwill or the reputation of the Company Group, in each case, except to the extent required by law, and then only after consultation with the Company to the extent possible. The Company Group agrees that it shall instruct the directors and officers of the Company not to, directly or indirectly, engage in any conduct or make any statement (including through social media) disparaging or criticizing Executive in any way, nor engage in any other conduct or make any other statement that could be reasonably expected to impair the goodwill or the reputation of Executive, in each case, except to the extent required by law, and then only after consultation with Executive to the extent possible.

8.6 Return of Documents. In the event of the termination of Executive's employment, Executive shall deliver to the Company (a) all property of the Company Group then in Executive's possession; and (b) all documents and data of any nature and in whatever medium of the Company Group, and Executive shall not take with Executive any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information.

8.7 Confidentiality of Agreement; Governmental Agency Exception. The parties to this Agreement agree not to disclose its terms to any Person, other than their attorneys, accountants, financial advisors or, in Executive's case, members of Executive's immediate family or, in the Company's case, for any reasonable purpose that is reasonably related to its business operations: provided, that this Section 8.7 shall not be construed to prohibit any disclosure required by law or in any proceeding to enforce the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, this Agreement does not limit Executive's ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company or its affiliates. This Agreement does not limit Executive's right to receive an award for information provided to any government agencies.

9. Certain Acknowledgments; Injunctive Relief with Respect to Covenants

9.1 Certain Acknowledgements. Executive acknowledges and agrees that Executive will have a prominent role in the development of the goodwill of the Company Group, and has and will establish and develop relations and contacts with the principal business relationships of the Company Group in the United States of America and the rest of the world, all of which constitute valuable goodwill of, and could be used by Executive to compete unfairly with, the Company Group and that (a) in the course of Executive's employment with the Company, Executive will obtain confidential and proprietary information and trade secrets concerning the business and operations of the Company Group in the United States of America and the rest of the world that could be used to compete unfairly with the Company Group; (b) the covenants and restrictions contained in Section 8 are intended to protect the legitimate interests of the Company Group in their respective goodwill, trade secrets and other confidential and proprietary information; and (c) Executive desires to be bound by such covenants and restrictions.

9.2 Injunctive Relief. Executive acknowledges and agrees that the covenants, obligations and agreements of Executive contained in Section 8 relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants, obligations or agreements will cause the Company Group irreparable injury for which adequate remedies are not available at law. Therefore, Executive agrees that the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) to restrain Executive from committing any violation of such covenants, obligations or agreements. These injunctive remedies are cumulative and in addition to any other rights and remedies the Company Group may have.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Company and Executive with respect to the subject matter hereof, and supersedes all undertakings and agreements, whether oral or in writing, previously entered into by the Company and Executive with respect thereto. All prior correspondence and proposals (including, but not limited to, summaries of proposed terms) and all prior offer letters, promises, representations, understandings, arrangements and agreements relating to such subject matter (including, but not limited to, those made to or with Executive by any other person) are merged herein and superseded hereby.

11. General Provisions

11.1 Binding Effect: Assignment. This Agreement shall be binding on and inure to the benefit of the Company and its respective successors and permitted assigns. This Agreement shall also be binding on and inure to the benefit of Executive and Executive's heirs, executors, administrators and legal representatives. This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties hereto, except as provided pursuant to this Section 11.1. The Company may effect such an assignment without prior written approval of Executive (i) to any direct or indirect subsidiary of the Company or (ii) upon the transfer of all or substantially all of its business and/or assets (by whatever means).

11.2 Indemnity. Section 7.2 of the Limited Liability Company Operating Agreement of Xponential Fitness, LLC, dated September 26, 2017, as amended from time to time, is incorporated by reference herein and made a part hereof, and as so incorporated, shall remain in full force and effect in accordance with its terms.

11.3 Governing Law; Waiver of Jury Trial.

11.3.1 Governing Law; Consent to Jurisdiction. This Agreement shall be governed in all respects, including as to interpretation, substantive effect and enforceability, by the internal laws of the State of California, without regard to conflicts of laws provisions thereof that would require application to the laws of another jurisdiction other than those that mandatorily apply. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of California and the federal courts of the United States of America located in Orange County, California solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby. Each party hereby waives and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation and enforcement hereof, or in respect of any such transaction, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts. Each party hereby consents to and grants any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that the mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.6 or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

11.3.2 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Agreement, or the breach, termination or validity of this Agreement, or the transactions contemplated by this Agreement. Each party certifies and acknowledges that (a) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver; (b) each such party understands and has considered the implications of this waiver; (c) each such party makes this waiver voluntarily; and (d) each such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 11.3.2

11.4 Taxes. All amounts payable and benefits provided hereunder shall be subject to any and all applicable taxes, as required by applicable Federal, state, local and foreign laws and regulations.

11.5 Amendments; Waiver. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is approved by a Person authorized by the Company and is agreed to in writing by Executive. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

11.6 Legal Advice; Severability; Blue Pencil. Executive acknowledges that Executive has been advised to seek independent legal counsel for advice regarding the effect of the provisions of this Agreement, and has either obtained such advice of independent legal counsel, or has voluntarily and without compulsion elected to enter into and be bound by the terms of this Agreement without such advice of independent legal counsel. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. Executive and the Company agree that the covenants contained in Section 8 hereof are reasonable covenants under the circumstances, and further agree that if, in the opinion of any court of competent jurisdiction such covenants are not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants as to the court shall appear not reasonable and to enforce the remainder of these covenants as so amended.

11.7 Notices. Any notice or other communication required or permitted to be delivered under this Agreement shall be (a) in writing; (b) delivered personally, by courier service or by certified or registered mail, first class postage prepaid and return receipt requested with a copy by electronic mail; (c) deemed to have been received on the date of delivery or, if so mailed, on the third business day after the mailing thereof; and (d) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

(i) If to the Company:
Xponential Fitness, LLC
17877 Von Karman Avenue, Suite 100
Irvine, CA 92614
Attention: Chairman of the Board

with a copy (which shall not constitute notice) to:

Buchalter
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Attention: Jeremy Weitz, Esq.
Tel: (213) 891-5285
Fax: (213) 630-5651

(ii) If to Executive, to the last home address, or personal fax on

file with the Company.

11.8 Survival. The Company and Executive hereby agree that certain provisions of this Agreement shall survive the expiration of the Employment Period in accordance with their terms, including, but not limited to, Sections 7.6, 8, 9, 10, and 11.

11.9 Further Assurances. Each party hereto agrees with the other party hereto that it will cooperate with such other party and will execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and will take such other actions, as such other parties may reasonably request from time to time to effectuate the provisions and purpose of this Agreement.

11.10 Section 409A. The parties intend that any amounts payable hereunder comply with or are exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**") (including under Treasury Regulation §§l.409A-l(b)(4) ("**short-term deferrals**") and (b)(9) ("**separation pay plans,**" including the exceptions under subparagraph (iii) and subparagraph (v)(D)) and other applicable provisions of Treasury Regulation§§ 1.409A-1 through A-6). For purposes of Section 409A, each of the payments that may be made under this Agreement shall be deemed to be a separate payment for purposes of Section 409A. This Agreement shall be administered, interpreted and construed in a manner that does not result in the imposition of additional taxes, penalties or interest under Section 409A. The Company and Executive agree to negotiate in good faith to make amendments to the Agreement, as the parties mutually agree are necessary or desirable to avoid the imposition of taxes, penalties or interest under Section 409A. Neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A. Notwithstanding the foregoing, the Company does not guarantee any particular tax effect, and Executive shall be solely responsible and liable for the satisfaction of all taxes, penalties and interest that may be imposed on or for the account of Executive in connection with the Agreement (including any taxes, penalties and interest under Section 409A), and neither the Company nor any of its affiliates shall have any obligation to indemnify or otherwise hold Executive (or any beneficiary) harmless from any or all of such taxes, penalties or interest. With respect to the time of payments of any amounts under the Agreement that are "**deferred compensation**" subject to Section 409A, references in the Agreement to "**termination of employment**" (and substantially similar phrases) shall mean "**separation from service**" within the meaning of Section 409A. For the avoidance of doubt, it is intended that any expense reimbursement made to Executive hereunder shall be exempt from Section 409A. Notwithstanding the foregoing, if any expense reimbursement made hereunder shall be determined to be "**deferred compensation**" within the meaning of Section 409A, then (i) the amount of the indemnification payment or expense reimbursement during one taxable year shall not affect the amount of the expense reimbursement during any other taxable year, (ii) the expense reimbursement shall be made on or before the last day of Executive's taxable year following the year in which the expense was incurred and (iii) the right to expense reimbursement hereunder shall not be subject to liquidation or exchange for another benefit.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties hereto agree to accept a signed facsimile copy or "**PDF**" of this Agreement as a fully binding original.

11.12 Headings. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has duly executed this Agreement by its authorized representative, and Executive has hereunto set Executive's hand, in each case effective as of the date first above written.

COMPANY

XPONENTIAL FITNESS, LLC

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

EXECUTIVE

By: /s/ Megan Moen
Name: Megan Moen
Title: Executive Vice President, Finance

[Signature Page to Employment Agreement]

Exhibit 10.21

Employment Agreement

This Employment Agreement (this "**Agreement**") is dated as of June 17, 2021, and is made by and between Xponential Fitness, LLC, a Delaware limited liability company (the "**Company**"), and Ryan Junk ("**Executive**").

Witnesseth:

Whereas, the Company desires to continue to employ Executive, and Executive desires to continue to be so employed, in each case, on the terms and conditions set forth herein.

Now, Therefore, in consideration of the foregoing premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the Company and Executive hereby agree as follows:

1. Agreement to Employ; No Conflicts

Upon the terms and subject to the conditions of this Agreement, the Company hereby agrees to employ Executive, and Executive hereby accepts such employment by the Company. Executive represents and warrants that (a) Executive is entering into this Agreement voluntarily, and that Executive's employment hereunder and compliance with the terms and conditions hereof will not conflict with or result in the breach by Executive of any agreement to which Executive is a party or by which Executive may be bound; b) Executive has not violated, and in connection with Executive's employment with the Company will not violate, any non-competition, non-solicitation or other similar covenant or agreement by which Executive is or may be bound; and (c) in connection with Executive's employment by the Company, Executive will not use any confidential or proprietary information Executive may have obtained in connection with Executive's employment with any prior employer.

2. Term; Position and Responsibilities

2.1 Term. Unless Executive's employment shall sooner terminate pursuant to Section 7, the Company shall employ Executive for a term commencing on the date hereof (the "**Commencement Date**") and ending on the first anniversary thereof (the "**Initial Term**"). Effective upon the expiration of the Initial Term and of each Additional Term (as defined below), unless Executive's employment shall sooner terminate pursuant to Section 7, Executive's employment hereunder shall be deemed to be automatically extended, upon the same terms and conditions, for an additional period of one year (each, an "**Additional Term**"), in each such case, commencing upon the expiration of the Initial Term or the then current Additional Term, as the case may be, unless, at least 60 days prior to the expiration of the Initial Term or such Additional Term, as the case may be, either party hereto shall have notified the other party thereto in writing that such extension shall not take effect. The period during which Executive is employed pursuant to this Agreement shall be referred to as the "**Employment Period**".

2.2 Position and Responsibilities. During the Employment Period, Executive shall serve as the Chief Operating Officer of the Company. Executive may also be designated an officer title of the parent or subsidiary entities of the Company for no additional consideration. Executive shall have such duties and responsibilities as are customarily assigned to individuals serving in such position, and such other duties consistent with Executive's position. Executive shall devote all of Executive's skill, knowledge and business time to the conscientious performance of such duties and responsibilities, except for vacation time (as set forth in Section 6.2), absence for sickness or similar disability of himself or an immediate family member as allowed by law, and time spent performing services for any charitable, religious or community organizations, so long as such services do not materially interfere with the performance of Executive's duties hereunder.

3. Base Salary

As compensation for the services to be performed by Executive during the Employment Period, the Company shall pay Executive a base salary at an annualized rate of $300,000, payable in periodic installments on the Company's regular payroll dates. The Board of Managers of the Company or the governing board of directors of the ultimate parent of the Company (such applicable board, the "**Board**") will review Executive's base salary annually during the Employment Period (but will not decrease such base salary). The annual base salary payable to Executive under this Section 3, as the same may be increased from time to time, shall here in after be referred to as the "**Base Salary**".

4. Annual Bonus

Beginning with the 2021 calendar year, and for each subsequent calendar year of the Company that ends during the Employment Period, Executive shall be entitled to (i) an annual cash bonus opportunity of 35% of Base Salary (pro-rated for any partial calendar year) (the "**Bonus**"), paid following the close of each applicable calendar year in arrears, which shall be payable if the EBITDA performance targets set by the Board for the applicable calendar year are met. Such bonus shall be payable after completion of the audit for such calendar year, but in no event later than 90 days of the subsequent calendar year to which such Bonus relates. Notwithstanding anything to the contrary contained in this Agreement or any applicable bonus plan, program or arrangement, Executive shall be eligible to receive any such Bonus only if Executive is actively employed by the Company on the Bonus payout date.

5. Employee Benefits

During the Employment Period, Executive (and, to the extent eligible, Executive's dependents and beneficiaries) shall be entitled to participate in any defined contribution plan, any insurance program and any medical and other health benefit plan, in each case, sponsored by the Company for its executive-level employees on terms and conditions set forth in such programs and plans (as amended from time to time); provided, that if Executive elects to not participate in the Company's medical or dental plans, the Company shall continue to pay for Executive's current medical and dental plan (or any reasonable equivalent plan acceptable to Executive) in lieu of participating in any such plans; provided, however, that the Company's payment of medical and dental plan premiums will be taxable as wages to Executive if and to the extent such payments would result in the imposition of excise taxes on the Company for the failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended.

6. Expenses; Vacation

6.1 Business Travel, Lodging, etc. The Company shall reimburse Executive for all other reasonable travel, lodging, meal and other reasonable expenses incurred by Executive in connection with Executive's performance of services hereunder upon submission of evidence, satisfactory to the Company, of the incurrence and purpose of each such expense, and otherwise in accordance with the Company's Board approved expense policy applicable to its employees as in effect from time to time.

6.2 Vacation. During the Employment Period, Executive shall be entitled to paid vacation in accordance with a Board approved vacation policy, as may be amended from time to time and which is incorporated herein by this reference.

7. Termination of Employment

7.1 Termination Due to Death or Disability. During the Employment Period, Executive's employment shall automatically terminate in the event of Executive's death, and may be terminated by the Company due to Executive's Disability. For purposes of this Agreement, "**Disability**" shall mean a physical or mental disability that prevents, regardless of any reasonable accommodation, the performance by Executive of Executive's duties for a continuous period of 90 days or longer, or for 180 days or more in any 12-month period.

7.2 Termination by the Company. The Company may terminate Executive's employment with the Company with or without Cause. For purposes of this Agreement, "**Cause**" shall mean the following events or conditions, as determined by the Board in its reasonable judgment: (a) any failure by Executive to substantially perform Executive's duties hereunder (other than any such breach or failure due to Executive's physical or mental illness) and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (b) any failure by Executive to cooperate, if reasonably requested by the Company, with any investigation or inquiry into Executive's or the Company's business practices, whether internal or external, including, but not limited to, Executive's refusal to be deposed or to provide testimony at any trial or inquiry and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (c) Executive's engaging in fraud, willful misconduct, or dishonesty that has caused or is reasonably expected to result in material injury to the Company or any of its affiliates; (d) any material breach by Executive of any fiduciary duty owed to the Company or any of its affiliates; (e) Executive's conviction of, or entering a plea of guilty or nolo contendere to, a crime that constitutes a felony; or (f) any material breach by Executive of any of Executive's obligations hereunder or under any other written agreement or covenant with the Company or any of its affiliates and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure. A termination for Cause shall include a reasonable determination by the Company following the termination of the Employment Period that circumstances existed during the Employment Period that would have justified a termination by the Company for Cause.

7.3 Termination by Executive. Executive may terminate Executive's employment with the Company with or without Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean a termination by Executive of Executive's employment hereunder (a) any of the following events occur without Executive's express prior written consent; (b) within 60 days after Executive learns of the occurrence of such event, Executive gives written notice to the Company describing such event and demanding cure; and (c) such event is not fully cured within 30 days after such notice is given: (i) a material diminution in Executive's Base Salary, (ii) the assignment to Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties or authority that Executive is to assume on the Commencement Date, or (iii) a material breach of this Agreement by the Company.

7.4 Notice of Termination. Any termination of Executive's employment by the Company pursuant to Section 7.1 (other than in the event of Executive's death) or Section 7.2 or by Executive pursuant to Section 7.3 shall be communicated by a personally delivered written Notice of Termination addressed to the other party to this Agreement. A "**Notice of Termination**" shall mean a notice stating that Executive's employment with the Company has been or will be terminated and the specific provisions of this Section 7 under which such termination is being effected.

7.5 Date of Termination. As used in this Agreement, the term "**Date of Termination**" shall mean (a) if Executive's employment is terminated by Executive's death, the date of Executive's death; (b) if Executive's employment is terminated by the Company pursuant to Section 7.1 due to Executive's Disability, 30 days after the date on which the Notice of Termination is given; provided, that, if Executive shall have returned to the performance of Executive's duties on a full-time basis during such 30-day period, such Notice of Termination shall be of no force or effect; (c) if Executive's employment is terminated by the Company for Cause or by Executive for Good Reason, the date any applicable cure period expires (and, if there is no applicable cure period, the date specified in the Notice of Termination): provided, that if a party is entitled to cure the nature of such termination and so cures prior to the expiration of the applicable cure period, the Notice of Termination provided to such curing party shall be of no force or effect; or (d) if Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which shall be 30 days after the date of such notice) and, if no such notice is given, 30 days after the date of termination of employment.

7.6 Payments Upon Certain Terminations.

7.6.1 Termination Without Cause or for Good Reason. If (a) the Company shall terminate Executive's employment without Cause or (b) Executive shall terminate Executive's employment for Good Reason, in each case, during the Employment Period, the Company shall pay to Executive:

(i) any accrued and unpaid Base Salary and accrued and unused vacation earned through the Date of Termination, which shall be paid on the tenth day after the Date of Termination (or if such day is not a business day, the next business day after such day); plus

(ii) as severance payments and provided that Executive executes and delivers (and does not revoke) a general release of all claims in form and substance satisfactory to the Company within 60 days following the Date of Termination, Base Salary for six (6) months, which shall be paid in periodic installments on the Company's regular payroll dates, beginning with the next payroll date immediately following the expiration of the 60th day following the Date of Termination (which first payment shall include any payments of Base Salary that should have been made during such 60-day period but for the 60-day release consideration period).

7.6.2 Termination for Any Other Reason. If Executive's employment is terminated for any reason other than those specified in Section 7.6.1 during the Employment Period, the Company shall pay Executive on the tenth day after the Date of Termination or the expiration of the Employment Period, as the case may be (or, if such day is not a business day, the next business day after such day), accrued and unpaid Base Salary and accrued and unused vacation earned through the Date of Termination.

7.6.3 Effect of Termination on Other Plans and Programs. In the event that Executive's employment with the Company is terminated for any reason, Executive shall be entitled to receive all amounts payable and benefits accrued under any otherwise applicable plan, policy, program or practice of the Company in which Executive was a participant immediately prior to the Date of Termination in accordance with the terms thereof; provided, that, if Executive's employment is terminated without Cause or for Good Reason, Executive shall not be entitled to receive any payments or benefits under any such plan, policy, program or practice providing any severance or cash bonus compensation, and the provisions of this Section 7.6 shall supersede such provisions of any such plan, policy, program or practice.

7.7 Resignation Upon Termination. Effective as of any Date of Termination or otherwise as of the date of Executive's termination of employment with the Company, Executive shall resign, in writing, from all positions then held by Executive with the Company and its affiliates unless otherwise requested by the Company and agreed to by Executive.

7.8 Cessation of Professional Activity. Upon delivery of a Notice of Termination by either party or a notice pursuant to Section 2.1, the Company may relieve Executive of Executive's responsibilities described in Section 2.2 and require Executive to immediately cease all professional activity on behalf of the Company, without such action constituting a termination of Executive's employment by the Company without Cause or giving grounds for Executive to terminate for Good Reason.

8. Restrictive Covenants

8.1 Unauthorized Disclosure. During the Employment Period and following any termination thereof, without the prior written consent of the Company, except to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, in which event Executive shall use Executive's best efforts to consult with the Company prior to responding to any such order or subpoena, and except as required in performance of Executive's duties hereunder, Executive shall not use or disclose any confidential or proprietary trade secrets, customer lists, drawings, designs, marketing plans, management organization information (including, but not limited to, data and other information relating to members of the boards of directors of the Company, its parent or any subsidiary or affiliate thereof (the Company, its parent and their respective subsidiaries and affiliates, the "**Company Group**"), the Company Group, or to the management of the Company Group), operating policies or manuals, business plans, financial records, or other financial, commercial, business or technical information) relating to the Company Group or that the Company Group may receive belonging to customers or others who do business with the Company Group (collectively, "**Confidential Information**") to any third Person (as defined below) unless such Confidential Information has been previously disclosed to the public generally, is in the public domain, or has been rightfully received by Executive from a third party who is authorized to make such disclosure, in each case, other than by reason of Executive's breach of this Section 8.1. For purposes of this Agreement, "**Person**" shall mean any natural person, partnership, limited liability company, association, corporation, company, trust, business trust, governmental authority or other entity.

8.2 Non-Solicitation of Employees. During the period beginning on the Commencement Date and ending twelve months after the termination of Executive's employment with the Company (the "**Restriction Period**"), Executive shall not, directly or indirectly, for Executive's own account or for the account of any other Person, in any jurisdiction in which the Company Group has commenced during the Employment Period, (j) solicit for employment any natural person throughout the world who is or was employed by or otherwise engaged to perform services for the Company Group (x) at any time during the Employment Period (in the case of such prohibited activity occurring during such time) or (y) during the twelve month period preceding such prohibited activity (in the case of such prohibited activity occurring during the Restriction Period but after the date of Executive's termination of employment with the Company), other than any such solicitation on behalf of the Company Group during the Employment Period; or (ii) induce any employee of the Company Group to engage in any activity which Executive is prohibited from engaging in under any of this Section 8 or to terminate such employee's employment with the Company.

8.3 Non-Solicitation of Business Relationships. During the Employment Period, Executive shall not, directly or indirectly, for Executive's own account or for the account of any other Person, in any jurisdiction in which the Company Group has commenced or has actively made plans to commence operations, solicit, interfere with, or otherwise attempt to establish any business relationship of a nature that is competitive with the business or relationship of the Company Group with any Person throughout the world which is or was a customer, client or franchisee of the Company Group, other than any such activity on behalf of or at the request of the Company Group.

8.4 Works for Hire.

8.4.1 Generally. Executive agrees that the Company shall own all right, title and interest (including, but not limited to, patent rights, copyrights, trade secret rights and other rights throughout the world) in any inventions, works of authorship, ideas or information made or conceived or reduced to practice, in whole or in part, by Executive (either alone or with others) during the Employment Period (collectively "**Developments**"); provided, however, that the Company shall not own Developments for which no equipment, supplies, facility, trade secret information or Confidential Information of the Company was used and which were developed entirely on Executive's time, and (A) which do not relate (I) to the business of the Company Group or (II) to the actual or demonstrably anticipated research or development of the Company Group, and (B) which do not result from any work performed by Executive for the Company.

8.4.2 Disclosure; Assignment. Subject to Section 8.4.1, Executive will promptly and fully disclose to the Company, or any persons designated by it, any and all Developments made or conceived or reduced to practice or learned by Executive, either alone or jointly with others during the Employment Period. Executive hereby assigns all right, title and interest in and to any and all of these Developments to the Company. Executive shall further assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. Executive hereby irrevocably designates and appoints the Company and its agents as attorneys-in-fact to act for and on Executive's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Executive.

8.4.3 Copyright Act; Moral Rights. In addition, and not in contravention of Section 8.4.1 or Section 8.4.2, Executive acknowledges that all original works of authorship which are made by him (solely or jointly with others) within the scope of employment and which are protectable by copyright are "**works made for hire,**" as that term is defined in the United States Copyright Act (17 USC §101). To the extent allowed by law, this Section 8.4.3 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to "**moral rights**" (collectively, "**Moral Rights**"). To the extent Executive retains any such Moral Rights under applicable law, Executive hereby waives such Moral Rights and consents to any action consistent with the terms of this Agreement with respect to such Moral Rights, in each case, to the full extent of such applicable law. Executive will confirm any such waivers and consents from time to time as requested by the Company.

8.4.4 Authorized Disclosure. Section 1883(b) of Title 18 of the United States Code states "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (i) is made (ii) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (hl solely for the purposes of reporting or investigating a suspended violation of law or (iii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Accordingly, the Company and Executive have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Company and Executive also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with Section l 883(b) of Title 18 of the United States Code or create liability for disclosures of trade secrets that are expressly allowed by Section l 883(b) of Title 18 of the United States Code.

8.4.5 Section 2870 of the California Labor Code. Notwithstanding anything to the contrary contained in this Agreement, Executive may use Executive's own ideas, knowledge, and experience to develop Developments that qualify under the provisions of Section 2870 of the California Labor Code, which provisions are set forth below, and all rights to such Developments that qualify under Section 2870 and are so developed shall belong solely to Executive; provided, that such Developments are developed without the use of Company resources and outside of the scope of the services provided under this Agreement. Section 2870 of the California Labor Code reads in its entirety, as follows: "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer; (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable".

8.5 Nondisparagement. Executive agrees that Executive shall neither, directly or indirectly, engage in any conduct or make any statement (including through social media) disparaging or criticizing in any way the Company Group, or any of their personnel, nor engage in any other conduct or make any other statement that could be reasonably expected to impair the goodwill or the reputation of the Company Group, in each case, except to the extent required by law, and then only after consultation with the Company to the extent possible. The Company Group agrees that it shall instruct the directors and officers of the Company not to, directly or indirectly, engage in any conduct or make any statement (including through social media) disparaging or criticizing Executive in any way, nor engage in any other conduct or make any other statement that could be reasonably expected to impair the goodwill or the reputation of Executive, in each case, except to the extent required by law, and then only after consultation with Executive to the extent possible.

8.6 Return of Documents. In the event of the termination of Executive's employment, Executive shall deliver to the Company (a) all property of the Company Group then in Executive's possession; and (b) all documents and data of any nature and in whatever medium of the Company Group, and Executive shall not take with Executive any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information.

8.7 Confidentiality of Agreement; Governmental Agency Exception. The parties to this Agreement agree not to disclose its terms to any Person, other than their attorneys, accountants, financial advisors or, in Executive's case, members of Executive's immediate family or, in the Company's case, for any reasonable purpose that is reasonably related to its business operations: provided, that this Section 8.7 shall not be construed to prohibit any disclosure required by law or in any proceeding to enforce the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, this Agreement does not limit Executive's ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company or its affiliates. This Agreement does not limit Executive's right to receive an award for information provided to any government agencies.

9. Certain Acknowledgments; Injunctive Relief with Respect to Covenants

9.1 Certain Acknowledgements. Executive acknowledges and agrees that Executive will have a prominent role in the development of the goodwill of the Company Group, and has and will establish and develop relations and contacts with the principal business relationships of the Company Group in the United States of America and the rest of the world, all of which constitute valuable goodwill of, and could be used by Executive to compete unfairly with, the Company Group and that (a) in the course of Executive's employment with the Company, Executive will obtain confidential and proprietary information and trade secrets concerning the business and operations of the Company Group in the United States of America and the rest of the world that could be used to compete unfairly with the Company Group; (b) the covenants and restrictions contained in Section 8 are intended to protect the legitimate interests of the Company Group in their respective goodwill, trade secrets and other confidential and proprietary information; and (c) Executive desires to be bound by such covenants and restrictions.

9.2 Injunctive Relief. Executive acknowledges and agrees that the covenants, obligations and agreements of Executive contained in Section 8 relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants, obligations or agreements will cause the Company Group irreparable injury for which adequate remedies are not available at law. Therefore, Executive agrees that the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) to restrain Executive from committing any violation of such covenants, obligations or agreements. These injunctive remedies are cumulative and in addition to any other rights and remedies the Company Group may have.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Company and Executive with respect to the subject matter hereof, and supersedes all undertakings and agreements, whether oral or in writing, previously entered into by the Company and Executive with respect thereto. All prior correspondence and proposals (including, but not limited to, summaries of proposed terms) and all prior offer letters, promises, representations, understandings, arrangements and agreements relating to such subject matter (including, but not limited to, those made to or with Executive by any other person) are merged herein and superseded hereby.

11. General Provisions

11.1 Binding Effect: Assignment. This Agreement shall be binding on and inure to the benefit of the Company and its respective successors and permitted assigns. This Agreement shall also be binding on and inure to the benefit of Executive and Executive's heirs, executors, administrators and legal representatives. This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties hereto, except as provided pursuant to this Section 11.1. The Company may effect such an assignment without prior written approval of Executive (i) to any direct or indirect subsidiary of the Company or (ii) upon the transfer of all or substantially all of its business and/or assets (by whatever means).

11.2 Indemnity. Section 7.2 of the Limited Liability Company Operating Agreement of Xponential Fitness, LLC, dated September 26, 2017, as amended from time to time, is incorporated by reference herein and made a part hereof, and as so incorporated, shall remain in full force and effect in accordance with its terms.

11.3 Governing Law; Waiver of Jury Trial.

11.3.1 Governing Law; Consent to Jurisdiction. This Agreement shall be governed in all respects, including as to interpretation, substantive effect and enforceability, by the internal laws of the State of California, without regard to conflicts of laws provisions thereof that would require application to the laws of another jurisdiction other than those that mandatorily apply. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of California and the federal courts of the United States of America located in Orange County, California solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby. Each party hereby waives and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation and enforcement hereof, or in respect of any such transaction, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts. Each party hereby consents to and grants any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that the mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.6 or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

11.3.2 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Agreement, or the breach, termination or validity of this Agreement, or the transactions contemplated by this Agreement. Each party certifies and acknowledges that (a) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver; (b) each such party understands and has considered the implications of this waiver; (c) each such party makes this waiver voluntarily; and (d) each such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 11.3.2

11.4 Taxes. All amounts payable and benefits provided hereunder shall be subject to any and all applicable taxes, as required by applicable Federal, state, local and foreign laws and regulations.

11.5 Amendments; Waiver. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is approved by a Person authorized by the Company and is agreed to in writing by Executive. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

11.6 Legal Advice; Severability; Blue Pencil. Executive acknowledges that Executive has been advised to seek independent legal counsel for advice regarding the effect of the provisions of this Agreement, and has either obtained such advice of independent legal counsel, or has voluntarily and without compulsion elected to enter into and be bound by the terms of this Agreement without such advice of independent legal counsel. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. Executive and the Company agree that the covenants contained in Section 8 hereof are reasonable covenants under the circumstances, and further agree that if, in the opinion of any court of competent jurisdiction such covenants are not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants as to the court shall appear not reasonable and to enforce the remainder of these covenants as so amended.

11.7 Notices. Any notice or other communication required or permitted to be delivered under this Agreement shall be (a) in writing; (b) delivered personally, by courier service or by certified or registered mail, first class postage prepaid and return receipt requested with a copy by electronic mail; (c) deemed to have been received on the date of delivery or, if so mailed, on the third business day after the mailing thereof; and (d) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

(i) If to the Company:
Xponential Fitness, LLC
17877 Von Karman Avenue, Suite 100
Irvine, CA 92614
Attention: Chairman of the Board

with a copy (which shall not constitute notice) to:

Buchalter
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Attention: Jeremy Weitz, Esq.
Tel: (213) 891-5285
Fax: (213) 630-5651

(ii)If to Executive, to the last home address, or personal fax on file with the Company.

11.8 Survival. The Company and Executive hereby agree that certain provisions of this Agreement shall survive the expiration of the Employment Period in accordance with their terms, including, but not limited to, Sections 7.6, 8, 9, 10, and 11.

11.9 Further Assurances. Each party hereto agrees with the other party hereto that it will cooperate with such other party and will execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and will take such other actions, as such other parties may reasonably request from time to time to effectuate the provisions and purpose of this Agreement.

11.10 Section 409A. The parties intend that any amounts payable hereunder comply with or are exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**") (including under Treasury Regulation §§ l.409A-l(b)(4) ("**short-term deferrals**") and (b)(9) ("**separation pay plans,**"

including the exceptions under subparagraph (iii) and subparagraph (v)(D)) and other applicable provisions of Treasury Regulation§§ 1.409A-1 through A-6). For purposes of Section 409A, each of the payments that may be made under this Agreement shall be deemed to be a separate payment for purposes of Section 409A. This Agreement shall be administered, interpreted and construed in a manner that does not result in the imposition of additional taxes, penalties or interest under Section 409A. The Company and Executive agree to negotiate in good faith to make amendments to the Agreement, as the parties mutually agree are necessary or desirable to avoid the imposition of taxes, penalties or interest under Section 409A. Neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A. Notwithstanding the foregoing, the Company does not guarantee any particular tax effect, and Executive shall be solely responsible and liable for the satisfaction of all taxes, penalties and interest that may be imposed on or for the account of Executive in connection with the Agreement (including any taxes, penalties and interest under Section 409A), and neither the Company nor any of its affiliates shall have any obligation to indemnify or otherwise hold Executive (or any beneficiary) harmless from any or all of such taxes, penalties or interest. With respect to the time of payments of any amounts under the Agreement that are "**deferred compensation**" subject to Section 409A, references in the Agreement to "**termination of employment**" (and substantially similar phrases) shall mean "**separation from service**" within the meaning of Section 409A. For the avoidance of doubt, it is intended that any expense reimbursement made to Executive hereunder shall be exempt from Section 409A. Notwithstanding the foregoing, if any expense reimbursement made hereunder shall be determined to be "**deferred compensation**" within the meaning of Section 409A, then (i) the amount of the indemnification payment or expense reimbursement during one taxable year shall not affect the amount of the expense reimbursement during any other taxable year, (ii) the expense reimbursement shall be made on or before the last day of Executive's taxable year following the year in which the expense was incurred and (iii) the right to expense reimbursement hereunder shall not be subject to liquidation or exchange for another benefit.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties hereto agree to accept a signed facsimile copy or "**PDF**" of this Agreement as a fully binding original.

11.12 Headings. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has duly executed this Agreement by its authorized representative, and Executive has hereunto set Executive's hand, in each case effective as of the date first above written.

COMPANY

XPONENTIAL FITNESS, LLC

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

EXECUTIVE

By: /s/ Ryan Junk
Name: Ryan Junk
Title: Chief Operating Officer

[Signature Page to Employment Agreement]

Employment Agreement

This Employment Agreement (this "**Agreement**") is dated as of June 17, 2021, and is made by and between Xponential Fitness, LLC, a Delaware limited liability company (the "**Company**"), and Sarah Luna ("**Executive**").

Witnesseth:

Whereas, the Company desires to continue to employ Executive, and Executive desires to continue to be so employed, in each case, on the terms and conditions set forth herein.

Now, Therefore, in consideration of the foregoing premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the Company and Executive hereby agree as follows:

1. Agreement to Employ; No Conflicts

Upon the terms and subject to the conditions of this Agreement, the Company hereby agrees to employ Executive, and Executive hereby accepts such employment by the Company. Executive represents and warrants that (a) Executive is entering into this Agreement voluntarily, and that Executive's employment hereunder and compliance with the terms and conditions hereof will not conflict with or result in the breach by Executive of any agreement to which Executive is a party or by which Executive may be bound; b) Executive has not violated, and in connection with Executive's employment with the Company will not violate, any non-competition, non-solicitation or other similar covenant or agreement by which Executive is or may be bound; and (c) in connection with Executive's employment by the Company, Executive will not use any confidential or proprietary information Executive may have obtained in connection with Executive's employment with any prior employer.

2. Term; Position and Responsibilities

2.1 Term. Unless Executive's employment shall sooner terminate pursuant to Section 7, the Company shall employ Executive for a term commencing on the date hereof (the "**Commencement Date**") and ending on the first anniversary thereof (the "**Initial Term**"). Effective upon the expiration of the Initial Term and of each Additional Term (as defined below), unless Executive's employment shall sooner terminate pursuant to Section 7, Executive's employment hereunder shall be deemed to be automatically extended, upon the same terms and conditions, for an additional period of one year (each, an "**Additional Term**"), in each such case, commencing upon the expiration of the Initial Term or the then current Additional Term, as the case may be, unless, at least 60 days prior to the expiration of the Initial Term or such Additional Term, as the case may be, either party hereto shall have notified the other party thereto in writing that such extension shall not take effect. The period during which Executive is employed pursuant to this Agreement shall be referred to as the "**Employment Period**".

2.2 Position and Responsibilities. During the Employment Period, Executive shall serve as the President of the Company, reporting to Chief Executive Officer of the Company and/or of a parent entity of the Company (the "**CEO**") or his or her designee. Executive may also be designated an officer title of the parent or subsidiary entities of the Company, if the Company desires to continue to employ Executive, and Executive desires to continue to be so employed, in each case, on the terms and conditions set forth herein. Executive shall have such duties and responsibilities as are customarily assigned to individuals serving in such position, and such other duties consistent with Executive's position. Executive shall devote all of Executive's skill, knowledge and business time to the conscientious performance of such duties and responsibilities, except for vacation time (as set forth in Section 6.2), absence for sickness or similar disability of himself or an immediate family member as allowed by law, and time spent performing services for any charitable, religious or community organizations, so long as such services do not materially interfere with the performance of Executive's duties hereunder.

3. Base Salary

As compensation for the services to be performed by Executive during the Employment Period, the Company shall pay Executive a base salary at an annualized rate of $325,000, payable in periodic installments on the Company's regular payroll dates. The Board of Managers of the Company or the governing board of directors of the ultimate parent of the Company (such applicable board, the "**Board**") will review Executive's base salary annually during the Employment Period (but will not decrease such base salary). The annual base salary payable to Executive under this Section 3, as the same may be increased from time to time, shall here in after be referred to as the "**Base Salary**".

4. Annual Bonus

Beginning with the 2021 calendar year, and for each subsequent calendar year of the Company that ends during the Employment Period, Executive shall be entitled to (i) an annual cash bonus opportunity of 50% of Base Salary (pro-rated for any partial calendar year) (the "**Bonus**"), paid following the close of each applicable calendar year in arrears, which shall be payable if the EBITDA performance targets set by the Board for the applicable calendar year are met. Such bonus shall be payable after completion of the audit for such calendar year, but in no event later than 90 days of the subsequent calendar year to which such Bonus relates. Notwithstanding anything to the contrary contained in this Agreement or any applicable bonus plan, program or arrangement, Executive shall be eligible to receive any such Bonus only if Executive is actively employed by the Company on the Bonus payout date.

5. Employee Benefits

During the Employment Period, Executive (and, to the extent eligible, Executive's dependents and beneficiaries) shall be entitled to participate in any defined contribution plan, any insurance program and any medical and other health benefit plan, in each case, sponsored by the Company for its executive-level employees on terms and conditions set forth in such programs and plans (as amended from time to time); provided, that if Executive elects to not participate in the Company's medical or dental plans, the Company shall continue to pay for Executive's current medical and dental plan (or any reasonable equivalent plan acceptable to Executive) in lieu of participating in any such plans; provided, however, that the Company's payment of medical and dental plan premiums will be taxable as wages to Executive if and to the extent such payments would result in the imposition of excise taxes on the Company for the failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended.

6. Expenses; Vacation

6.1 Business Travel, Lodging, etc. The Company shall reimburse Executive for all other reasonable travel, lodging, meal and other reasonable expenses incurred by Executive in connection with Executive's performance of services hereunder upon submission of evidence, satisfactory to the Company, of the incurrence and purpose of each such expense, and otherwise in accordance with the Company's Board approved expense policy applicable to its employees as in effect from time to time.

6.2 Vacation. During the Employment Period, Executive shall be entitled to paid vacation in accordance with a Board approved vacation policy, as may be amended from time to time and which is incorporated herein by this reference.

7. Termination of Employment

7.1 Termination Due to Death or Disability. During the Employment Period, Executive's employment shall automatically terminate in the event of Executive's death, and may be terminated by the Company due to Executive's Disability. For purposes of this Agreement, "**Disability**" shall mean a physical or mental disability that prevents, regardless of any reasonable accommodation, the performance by Executive of Executive's duties for a continuous period of 90 days or longer, or for 180 days or more in any 12-month period.

7.2 Termination by the Company. The Company may terminate Executive's employment with the Company with or without Cause. For purposes of this Agreement, "**Cause**" shall mean the following events or conditions, as determined by the Board in its reasonable judgment: (a) any failure by Executive to substantially perform Executive's duties hereunder (other than any such breach or failure due to Executive's physical or mental illness) and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (b) any failure by Executive to cooperate, if reasonably requested by the Company, with any investigation or inquiry into Executive's or the Company's business practices, whether internal or external, including, but not limited to, Executive's refusal to be deposed or to provide testimony at any trial or inquiry and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (c) Executive's engaging in fraud, willful misconduct, or dishonesty that has caused or is reasonably expected to result in material injury to the Company or any of its affiliates; (d) any material breach by Executive of any fiduciary duty owed to the Company or any of its affiliates; (e) Executive's conviction of, or entering a plea of guilty or nolo contendere to, a crime that constitutes a felony; or (f) any material breach by Executive of any of Executive's obligations hereunder or under any other written agreement or covenant with the Company or any of its affiliates and the continuance of such failure for more than 30 days following Executive's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure. A termination for Cause shall include a reasonable determination by the Company following the termination of the Employment Period that circumstances existed during the Employment Period that would have justified a termination by the Company for Cause.

7.3 Termination by Executive. Executive may terminate Executive's employment with the Company with or without Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean a termination by Executive of Executive's employment hereunder (a) any of the following events occur without Executive's express prior written consent; (b) within 60 days after Executive learns of the occurrence of such event, Executive gives written notice to the Company describing such event and demanding cure; and (c) such event is not fully cured within 30 days after such notice is given: (i) a material diminution in Executive's Base Salary, (ii) the assignment to Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties or authority that Executive is to assume on the Commencement Date, or (iii) a material breach of this Agreement by the Company.

7.4 Notice of Termination. Any termination of Executive's employment by the Company pursuant to Section 7.1 (other than in the event of Executive's death) or Section 7.2 or by Executive pursuant to Section 7.3 shall be communicated by a personally delivered written Notice of Termination addressed to the other party to this Agreement. A "**Notice of Termination**" shall mean a notice stating that Executive's employment with the Company has been or will be terminated and the specific provisions of this Section 7 under which such termination is being effected.

7.5 Date of Termination. As used in this Agreement, the term "**Date of Termination**" shall mean (a) if Executive's employment is terminated by Executive's death, the date of Executive's death; (b) if Executive's employment is terminated by the Company pursuant to Section 7.1 due to Executive's Disability, 30 days after the date on which the Notice of Termination is given; provided, that, if Executive shall have returned to the performance of Executive's duties on a full-time basis during such 30-day period, such Notice of Termination shall be of no force or effect; (c) if Executive's employment is terminated by the Company for Cause or by Executive for Good Reason, the date any applicable cure period expires (and, if there is no applicable cure period, the date specified in the Notice of Termination): provided, that if a party is entitled to cure the nature of such termination and so cures prior to the expiration of the applicable cure period, the Notice of Termination provided to such curing party shall be of no force or effect; or (d) if Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which shall be 30 days after the date of such notice) and, if no such notice is given, 30 days after the date of termination of employment.

7.6 Payments Upon Certain Terminations.

7.6.1 Termination Without Cause or for Good Reason. If (a) the Company shall terminate Executive's employment without Cause or (b) Executive shall terminate Executive's employment for Good Reason, in each case, during the Employment Period, the Company shall pay to Executive:

(i) any accrued and unpaid Base Salary and accrued and unused vacation earned through the Date of Termination, which shall be paid on the tenth day after the Date of Termination (or if such day is not a business day, the next business day after such day); plus

(ii) as severance payments and provided that Executive executes and delivers (and does not revoke) a general release of all claims in form and substance satisfactory to the Company within 60 days following the Date of Termination, Base Salary for six (6) months, which shall be paid in periodic installments on the Company's regular payroll dates, beginning with the next payroll date immediately following the expiration of the 60th day following the Date of Termination (which first payment shall include any payments of Base Salary that should have been made during such 60-day period but for the 60-day release consideration period).

7.6.2 Termination for Any Other Reason. If Executive's employment is terminated for any reason other than those specified in Section 7.6.1 during the Employment Period, the Company shall pay Executive on the tenth day after the Date of Termination or the expiration of the Employment Period, as the case may be (or, if such day is not a business day, the next business day after such day), accrued and unpaid Base Salary and accrued and unused vacation earned through the Date of Termination.

7.6.3 Effect of Termination on Other Plans and Programs. In the event that Executive's employment with the Company is terminated for any reason, Executive shall be entitled to receive all amounts payable and benefits accrued under any otherwise applicable plan, policy, program or practice of the Company in which Executive was a participant immediately prior to the Date of Termination in accordance with the terms thereof; provided, that, if Executive's employment is terminated without Cause or for Good Reason, Executive shall not be entitled to receive any payments or benefits under any such plan, policy, program or practice providing any severance or cash bonus compensation, and the provisions of this Section 7.6 shall supersede such provisions of any such plan, policy, program or practice.

7.7 Resignation Upon Termination. Effective as of any Date of Termination or otherwise as of the date of Executive's termination of employment with the Company, Executive shall resign, in writing, from all positions then held by Executive with the Company and its affiliates unless otherwise requested by the Company and agreed to by Executive.

7.8 Cessation of Professional Activity. Upon delivery of a Notice of Termination by either party or a notice pursuant to Section 2.1, the Company may relieve Executive of Executive's responsibilities described in Section 2.2 and require Executive to immediately cease all professional activity on behalf of the Company, without such action constituting a termination of Executive's employment by the Company without Cause or giving grounds for Executive to terminate for Good Reason.

8. Restrictive Covenants

8.1 Unauthorized Disclosure. During the Employment Period and following any termination thereof, without the prior written consent of the Company, except to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, in which event Executive shall use Executive's best efforts to consult with the Company prior to responding to any such order or subpoena, and except as required in performance of Executive's duties hereunder, Executive shall not use or disclose any confidential or proprietary trade secrets, customer lists, drawings, designs, marketing plans, management organization information (including, but not limited to, data and other information relating to members of the boards of directors of the Company, its parent or any subsidiary or affiliate thereof (the Company, its parent and their respective subsidiaries and affiliates, the "**Company Group**"), the Company Group, or to the management of the Company Group), operating policies or manuals, business plans, financial records, or other financial, commercial, business or technical information) relating to the Company Group or that the Company Group may receive belonging to customers or others who do business with the Company Group (collectively, "**Confidential Information**") to any third Person (as defined below) unless such Confidential Information has been previously disclosed to the public generally, is in the public domain, or has been rightfully received by Executive from a third party who is authorized to make such disclosure, in each case, other than by reason of Executive's breach of this Section 8.1. For purposes of this Agreement, "**Person**" shall mean any natural person, partnership, limited liability company, association, corporation, company, trust, business trust, governmental authority or other entity.

8.2 Non-Solicitation of Employees. During the period beginning on the Commencement Date and ending twelve months after the termination of Executive's employment with the Company (the "**Restriction Period**"), Executive shall not, directly or indirectly, for Executive's own account or for the account of any other Person, in any jurisdiction in which the Company Group has commenced during the Employment Period, (j) solicit for employment any natural person throughout the world who is or was employed by or otherwise engaged to perform services for the Company Group (x) at any time during the Employment Period (in the case of such prohibited activity occurring during such time) or (y) during the twelve month period preceding such prohibited activity (in the case of such prohibited activity occurring during the Restriction Period but after the date of Executive's termination of employment with the Company), other than any such solicitation on behalf of the Company Group during the Employment Period; or (ii) induce any employee of the Company Group to engage in any activity which Executive is prohibited from engaging in under any of this Section 8 or to terminate such employee's employment with the Company.

8.3 Non-Solicitation of Business Relationships. During the Employment Period, Executive shall not, directly or indirectly, for Executive's own account or for the account of any other Person, in any jurisdiction in which the Company Group has commenced or has actively made plans to commence operations, solicit, interfere with, or otherwise attempt to establish any business relationship of a nature that is competitive with the business or relationship of the Company Group with any Person throughout the world which is or was a customer, client or franchisee of the Company Group, other than any such activity on behalf of or at the request of the Company Group.

8.4 Works for Hire.

8.4.1 Generally. Executive agrees that the Company shall own all right, title and interest (including, but not limited to, patent rights, copyrights, trade secret rights and other rights throughout the world) in any inventions, works of authorship, ideas or information made or conceived or reduced to practice, in whole or in part, by Executive (either alone or with others) during the Employment Period (collectively "**Developments**"); provided, however, that the Company shall not own Developments for which no equipment, supplies, facility, trade secret information or Confidential Information of the Company was used and which were developed entirely on Executive's time, and (A) which do not relate (I) to the business of the Company Group or (II) to the actual or demonstrably anticipated research or development of the Company Group, and (B) which do not result from any work performed by Executive for the Company.

8.4.2 Disclosure; Assignment. Subject to Section 8.4.1, Executive will promptly and fully disclose to the Company, or any persons designated by it, any and all Developments made or conceived or reduced to practice or learned by Executive, either alone or jointly with others during the Employment Period. Executive hereby assigns all right, title and interest in and to any and all of these Developments to the Company. Executive shall further assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. Executive hereby irrevocably designates and appoints the Company and its agents as attorneys-in-fact to act for and on Executive's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Executive.

8.4.3 Copyright Act; Moral Rights. In addition, and not in contravention of Section 8.4.1 or Section 8.4.2, Executive acknowledges that all original works of authorship which are made by him (solely or jointly with others) within the scope of employment and which are protectable by copyright are "**works made for hire,**" as that term is defined in the United States Copyright Act (17 USC §101). To the extent allowed by law, this Section 8.4.3 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to "**moral rights**" (collectively, "**Moral Rights**"). To the extent Executive retains any such Moral Rights under applicable law, Executive hereby waives such Moral Rights and consents to any action consistent with the terms of this Agreement with respect to such Moral Rights, in each case, to the full extent of such applicable law. Executive will confirm any such waivers and consents from time to time as requested by the Company.

8.4.4 Authorized Disclosure. Section 1883(b) of Title 18 of the United States Code states "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (i) is made (ii) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (hl solely for the purposes of reporting or investigating a suspended violation of law or (iii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Accordingly, the Company and Executive have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Company and Executive also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with Section l 883(b) of Title 18 of the United States Code or create liability for disclosures of trade secrets that are expressly allowed by Section l 883(b) of Title 18 of the United States Code.

8.4.5 Section 2870 of the California Labor Code. Notwithstanding anything to the contrary contained in this Agreement, Executive may use Executive's own ideas, knowledge, and experience to develop Developments that qualify under the provisions of Section 2870 of the California Labor Code, which provisions are set forth below, and all rights to such Developments that qualify under Section 2870 and are so developed shall belong solely to Executive; provided, that such Developments are developed without the use of Company resources and outside of the scope of the services provided under this Agreement. Section 2870 of the California Labor Code reads in its entirety, as follows: "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer; (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable".

8.5 Nondisparagement. Executive agrees that Executive shall neither, directly or indirectly, engage in any conduct or make any statement (including through social media) disparaging or criticizing in any way the Company Group, or any of their personnel, nor engage in any other conduct or make any other statement that could be reasonably expected to impair the goodwill or the reputation of the Company Group, in each case, except to the extent required by law, and then only after consultation with the Company to the extent possible. The Company Group agrees that it shall instruct the directors and officers of the Company not to, directly or indirectly, engage in any conduct or make any statement (including through social media) disparaging or criticizing Executive in any way, nor engage in any other conduct or make any other statement that could be reasonably expected to impair the goodwill or the reputation of Executive, in each case, except to the extent required by law, and then only after consultation with Executive to the extent possible.

8.6 Return of Documents. In the event of the termination of Executive's employment, Executive shall deliver to the Company (a) all property of the Company Group then in Executive's possession; and (b) all documents and data of any nature and in whatever medium of the Company Group, and Executive shall not take with Executive any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information.

8.7 Confidentiality of Agreement; Governmental Agency Exception. The parties to this Agreement agree not to disclose its terms to any Person, other than their attorneys, accountants, financial advisors or, in Executive's case, members of Executive's immediate family or, in the Company's case, for any reasonable purpose that is reasonably related to its business operations: provided, that this Section 8.7 shall not be construed to prohibit any disclosure required by law or in any proceeding to enforce the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, this Agreement does not limit Executive's ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company or its affiliates. This Agreement does not limit Executive's right to receive an award for information provided to any government agencies.

9. Certain Acknowledgments; Injunctive Relief with Respect to Covenants

9.1 Certain Acknowledgements. Executive acknowledges and agrees that Executive will have a prominent role in the development of the goodwill of the Company Group, and has and will establish and develop relations and contacts with the principal business relationships of the Company Group in the United States of America and the rest of the world, all of which constitute valuable goodwill of, and could be used by Executive to compete unfairly with, the Company Group and that (a) in the course of Executive's employment with the Company, Executive will obtain confidential and proprietary information and trade secrets concerning the business and operations of the Company Group in the United States of America and the rest of the world that could be used to compete unfairly with the Company Group; (b) the covenants and restrictions contained in Section 8 are intended to protect the legitimate interests of the Company Group in their respective goodwill, trade secrets and other confidential and proprietary information; and (c) Executive desires to be bound by such covenants and restrictions.

9.2 Injunctive Relief. Executive acknowledges and agrees that the covenants, obligations and agreements of Executive contained in Section 8 relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants, obligations or agreements will cause the Company Group irreparable injury for which adequate remedies are not available at law. Therefore, Executive agrees that the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) to restrain Executive from committing any violation of such covenants, obligations or agreements. These injunctive remedies are cumulative and in addition to any other rights and remedies the Company Group may have.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Company and Executive with respect to the subject matter hereof, and supersedes all undertakings and agreements, whether oral or in writing, previously entered into by the Company and Executive with respect thereto. All prior correspondence and proposals (including, but not limited to, summaries of proposed terms) and all prior offer letters, promises, representations, understandings, arrangements and agreements relating to such subject matter (including, but not limited to, those made to or with Executive by any other person) are merged herein and superseded hereby.

11. General Provisions

11.1 Binding Effect: Assignment. This Agreement shall be binding on and inure to the benefit of the Company and its respective successors and permitted assigns. This Agreement shall also be binding on and inure to the benefit of Executive and Executive's heirs, executors, administrators and legal representatives. This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties hereto, except as provided pursuant to this Section 11.1. The Company may effect such an assignment without prior written approval of Executive (i) to any direct or indirect subsidiary of the Company or (ii) upon the transfer of all or substantially all of its business and/or assets (by whatever means).

11.2 Indemnity. Section 7.2 of the Limited Liability Company Operating Agreement of Xponential Fitness, LLC, dated September 26, 2017, as amended from time to time, is incorporated by reference herein and made a part hereof, and as so incorporated, shall remain in full force and effect in accordance with its terms.

11.3 Governing Law; Waiver of Jury Trial.

11.3.1 Governing Law; Consent to Jurisdiction. This Agreement shall be governed in all respects, including as to interpretation, substantive effect and enforceability, by the internal laws of the State of California, without regard to conflicts of laws provisions thereof that would require application to the laws of another jurisdiction other than those that mandatorily apply. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of California and the federal courts of the United States of America located in Orange County, California solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby. Each party hereby waives and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation and enforcement hereof, or in respect of any such transaction, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts. Each party hereby consents to and grants any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that the mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.6 or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

11.3.2 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Agreement, or the breach, termination or validity of this Agreement, or the transactions contemplated by this Agreement. Each party certifies and acknowledges that (a) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver; (b) each such party understands and has considered the implications of this waiver; (c) each such party makes this waiver voluntarily; and (d) each such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 11.3.2

11.4 Taxes. All amounts payable and benefits provided hereunder shall be subject to any and all applicable taxes, as required by applicable Federal, state, local and foreign laws and regulations.

11.5 Amendments; Waiver. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is approved by a Person authorized by the Company and is agreed to in writing by Executive. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

11.6 Legal Advice; Severability; Blue Pencil. Executive acknowledges that Executive has been advised to seek independent legal counsel for advice regarding the effect of the provisions of this Agreement, and has either obtained such advice of independent legal counsel, or has voluntarily and without compulsion elected to enter into and be bound by the terms of this Agreement without such advice of independent legal counsel. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. Executive and the Company agree that the covenants contained in Section 8 hereof are reasonable covenants under the circumstances, and further agree that if, in the opinion of any court of competent jurisdiction such covenants are not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants as to the court shall appear not reasonable and to enforce the remainder of these covenants as so amended.

11.7 Notices. Any notice or other communication required or permitted to be delivered under this Agreement shall be (a) in writing; (b) delivered personally, by courier service or by certified or registered mail, first class postage prepaid and return receipt requested with a copy by electronic mail; (c) deemed to have been received on the date of delivery or, if so mailed, on the third business day after the mailing thereof; and (d) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

(i) If to the Company:

Xponential Fitness, LLC
17877 Von Karman Avenue, Suite 100
Irvine, CA 92614
Attention: Chairman of the Board

with a copy (which shall not constitute notice) to:

Buchalter
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Attention: Jeremy Weitz, Esq.
Tel: (213) 891-5285
Fax: (213) 630-5651

(ii) If to Executive, to the last home address, or personal fax on

file with the Company.

11.8 Survival. The Company and Executive hereby agree that certain provisions of this Agreement shall survive the expiration of the Employment Period in accordance with their terms, including, but not limited to, Sections 7.6, 8, 9, 10, and 11.

11.9 Further Assurances. Each party hereto agrees with the other party hereto that it will cooperate with such other party and will execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and will take such other actions, as such other parties may reasonably request from time to time to effectuate the provisions and purpose of this Agreement.

11.10 Section 409A. The parties intend that any amounts payable hereunder comply with or are exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**") (including under Treasury Regulation §§l.409A-l(b)(4) ("**short-term deferrals**") and (b)(9) ("**separation pay plans,**" including the exceptions under subparagraph (iii) and subparagraph (v)(D)) and other applicable provisions of Treasury Regulation§§ 1.409A-1 through A-6). For purposes of Section 409A, each of the payments that may be made under this Agreement shall be deemed to be a separate payment for purposes of Section 409A. This Agreement shall be administered, interpreted and construed in a manner that does not result in the imposition of additional taxes, penalties or interest under Section 409A. The Company and Executive agree to negotiate in good faith to make amendments to the Agreement, as the parties mutually agree are necessary or desirable to avoid the imposition of taxes, penalties or interest under Section 409A. Neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A. Notwithstanding the foregoing, the Company does not guarantee any particular tax effect, and Executive shall be solely responsible and liable for the satisfaction of all taxes, penalties and interest that may be imposed on or for the account of Executive in connection with the Agreement (including any taxes, penalties and interest under Section 409A), and neither the Company nor any of its affiliates shall have any obligation to indemnify or otherwise hold Executive (or any beneficiary) harmless from any or all of such taxes, penalties or interest. With respect to the time of payments of any amounts under the Agreement that are "**deferred compensation**" subject to Section 409A, references in the Agreement to "**termination of employment**" (and substantially similar phrases) shall mean "**separation from service**" within the meaning of Section 409A. For the avoidance of doubt, it is intended that any expense reimbursement made to Executive hereunder shall be exempt from Section 409A. Notwithstanding the foregoing, if any expense reimbursement made hereunder shall be determined to be "**deferred compensation**" within the meaning of Section 409A, then (i) the amount of the indemnification payment or expense reimbursement during one taxable year shall not affect the amount of the expense reimbursement during any other taxable year, (ii) the expense reimbursement shall be made on or before the last day of Executive's taxable year following the year in which the expense was incurred and (iii) the right to expense reimbursement hereunder shall not be subject to liquidation or exchange for another benefit.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties hereto agree to accept a signed facsimile copy or "**PDF**" of this Agreement as a fully binding original.

11.12 Headings. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has duly executed this Agreement by its authorized representative, and Executive has hereunto set Executive's hand, in each case effective as of the date first above written.

COMPANY

XPONENTIAL FITNESS, LLC

By: /s/ Anthony Geisler
Name: Anthony Geisler
Title: Chief Executive Officer

EXECUTIVE

By: /s/ Sarah Luna
Name: Sarah Luna
Title: President

[Signature Page to Employment Agreement]

Exhibit 10.23

FIRST AMENDED AND RESTATED PROFITS INTEREST PLAN OF H&W FRANCHISE HOLDINGS LLC

H&W Franchise Holdings LLC, a Delaware limited liability company (the "Company"), has adopted this First Amended and Restated Profits Interest Plan of H&W Franchise Holdings LLC (the "Plan"), as of June 27, 2018 (the "Effective Date") which amends and restates that certain Profits Interest Plan of H&W Franchise Holdings LLC dated September 26, 2017 (the "Prior Plan") in its entirety. The purpose of the Plan is to provide such eligible employees and service providers with an opportunity to participate in the Company's future by offering them an opportunity to acquire an interest in the Company so as to enhance the Company's ability to attract and retain individuals of exceptional talent to contribute to the sustained progress, growth and profitability of the Company.

Pursuant to the Plan, Participants (as defined below) will be granted an award of Incentive Units (as defined below) (each, an "Award" and, collectively the "Awards") and will thereby become Members (as defined below) of the Company. The Incentive Units so acquired shall be governed by, and will be subject to the transfer and other restrictions and terms contained in (a) the Plan, (b) an Award Agreement (as defined below), and (c) the LLC Agreement (as defined below).

Any reference to the "Plan" in any Award Agreement shall refer to the Plan and not the Prior Plan. To the extent there are any inconstancies or conflicts between the Plan and the Prior Plan, the Plan will govern and control.

ARTICLE 1.

DEFINITIONS

Whenever a following term is used in the Plan, it shall have the meaning specified below unless the context clearly indicates to the contrary. Any other capitalized term used in the Plan but not otherwise defined herein shall have its respective meaning set forth in the LLC Agreement. The masculine pronoun shall include the feminine and neuter and the singular shall include the plural, where the context so indicates.

1.1 "Adjustment Event" shall mean any dividend or other distribution (whether in the form of cash, additional interests, other securities, or other property, and excluding any tax distributions made under the LLC Agreement), any Capital Contributions, any recapitalization, reclassification, reorganization, change to corporate form, merger, consolidation, split-up, spinoff, combination, repurchase, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company or exchange of shares or other securities of the Company, issuance of warrants or other rights to purchase shares or other securities of the Company, or other similar transaction or event.

1.2 "Administrator" shall have the meaning set forth in Section 5.1.

1.3 "Award" shall have the meaning set forth in the preamble hereto.

1.4 "Award Agreement" shall mean a written Profits Interest Plan Award Agreement executed by the Company and the Participant, evidencing the terms of an Award made under the Plan, including exhibits thereto.

1.5 "Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor statute or statutes thereto. Reference to any particular Code section shall include any successor section, and any regulations promulgated thereunder.

1.6 "Company" shall have the meaning set forth in the preamble hereto.

1.7 "Effective Date" shall have the meaning set forth in the preamble hereto.

1.8 "Employee" shall mean any director, manager, officer or other Person providing key services directly or indirectly to, or for the benefit of, the Company or its Affiliates. A Participant shall not cease to be an Employee in the case of (a) any leave of absence approved by the Company or (b) transfers between locations of the Company or between the Company, any Parent, any Subsidiary, or any successor. In addition, the term "Employee" may, strictly for the purposes of this Plan, at the discretion of the Administrator, include any individual or entity whose services with the Company are performed pursuant to a contract that purports to treat such individual or entity as an independent contractor; *provided*, that the use of such term is in no way intended to create or alter any employment relationship with such independent contractor.

1.9 "Incentive Units" means a Unit awarded by the Administrator hereunder, constituting a "Class B Unit" under the LLC Agreement, which is subject to forfeiture as described in the LLC Agreement, the Plan and the Participant's Award Agreement. Each Incentive Unit is intended to be a "profits interest" within the meaning of IRS Revenue Procedures 93-27 and 2001-43.

1.10 "LLC Agreement" shall mean the Third Amended Limited Liability Company Operating Agreement of H&W Franchise Holdings LLC, dated as of the Effective Date, among the Company and the Members named therein, as amended from time to time.

1.11 "Member" shall have the meaning ascribed to such term in the LLC Agreement.

1.12 "Parent" shall mean any business, whether or not incorporated, which owns more than fifty percent (50%) of the combined voting power of the voting securities or voting interests of the Company.

1.13 "Participant" shall mean any Employee who is selected by the Administrator to receive an Award pursuant to the provisions of Section 3.1 and who executes an Award Agreement pursuant to the provisions of Section 3.2.

1.14 "Person" means any individual, sole proprietorship, general partnership, limited partnership, corporation, business trust, trust, joint venture, limited liability company, association, joint stock company, bank, unincorporated organization or any other form of entity.

1.15 "Plan" shall have the meaning set forth in the preamble hereto.

1.16 "Priority Return" means as to each Member holding Class A Units, an amount accruing, on a per Unit basis, on such member's unreturned Capital Contributions (from and after the date of each such Capital Contribution on the amount of the unreturned portion thereof) and Unpaid Priority Return in respect of such Class A Units at the rate of eight percent (8%) per annum. Priority Return shall be compounded semi-annually, accruing daily and calculated on the basis of the actual number of days elapsed over a 360-day year (and pro-rated for partial periods).

1.17 "Subsidiary" shall have the meaning ascribed to such term in the LLC Agreement.

1.18 "Termination of Service" shall mean the termination for any reason, including death, disability, resignation, retirement or termination for or without cause, at any time, of that Participant's services as an Employee, as reasonably determined by the Administrator, with the Company and with each Parent or Subsidiary of the Company for which the Participant served as an Employee. The Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to a particular Participant's Termination of Service.

1.19 "Unit" shall mean a "Unit" as defined in the LLC Agreement, or such other class or kind of units, shares or other securities resulting from the application of Section 6.3.

1.20 "Unpaid Priority Return" means, with respect to each Class A Unit, the cumulative Priority Return with respect to such Unit less all distributions made under Article V of the LLC Agreement (other than in respect of unreturned Capital Contributions).

ARTICLE 2.

INCENTIVE UNITS SUBJECT TO PLAN

2.1 Awards Subject to Plan. The Plan shall be effective on the Effective Date. The number of Incentive Units initially available for grant under the Plan is 195,988.2 Class B Units.

2.2 Add-Back. If any Award is forfeited by a Participant or repurchased by the Company pursuant to Section 4.1, the Incentive Units covered by such Award may thereafter be awarded or regranted under the Plan, subject to the limitations of Section 2.1 on the total amount of Incentive Units that may be outstanding as Awards under the Plan.

ARTICLE 3.

AWARDS

3.1 Awards.

3.1.1 The Administrator may from time to time, in its sole and absolute discretion: (a) determine those Employees to receive Awards and (b) determine the purchase price (if any), form of payment for Awards and other terms and conditions applicable to such Awards, including provisions for vesting and forfeiture, consistent with the Plan and with the LLC Agreement and any applicable employment agreement with such Employee.

3.1.2 Upon the selection of an Employee to receive an Award, the Administrator shall grant such Awards and may impose such conditions on the issuance of such Awards as the Administrator deems appropriate; *provided*, *however*, that no such condition may be inconsistent with the terms of the LLC Agreement, the terms of which by this reference are incorporated herein.

3.2 Award Agreement. An Award is a grant of a specified number of Incentive Units to a Participant as of a certain date, which Incentive Units are subject to forfeiture upon the happening of specified events. Awards shall be issued only pursuant to an Award Agreement, which shall be executed by the selected Employee and an officer of the Company or one of its Affiliates designated by the Administrator on behalf of the Company and which shall contain such terms and conditions as the Administrator shall determine, consistent with the Plan and with the terms of the LLC Agreement. Upon receipt of an Award, a Participant shall execute a joinder to the LLC Agreement (to the extent the LLC Agreement has not been previously executed by the Participant) in such form as may be presented to the Participant by the Administrator to effectuate such joinder. All Awards issued under the Plan shall be subject to the terms of the LLC Agreement and shall, in the terms of each individual Award Agreement, be subject to such additional restrictions as the Administrator shall provide, which restrictions may include, without limitation, restrictions concerning voting rights and transferability, restrictions on access to, and rights to receive, information and restrictions based on duration of service with the Company, performance by Employees of the Company or Company performance; *provided*, *however*, that, by action taken in its absolute discretion after the Award is issued, the Administrator may, on such terms and conditions as it may determine to be appropriate, remove any or all of the restrictions imposed by the terms of the Award Agreement.

3.3 Rights as Members. Upon the grant of an Award pursuant to the Plan, the Participant shall have, unless otherwise provided by the Administrator, all the rights and obligations of a Class B Member with respect to said Award as provided in the LLC Agreement, subject to the restrictions in his or her Award Agreement. As set forth in the LLC Agreement, the Participants shall not, by virtue of their holding Awards, have the right to vote or otherwise influence or control the management or operation of the Company.

ARTICLE 4.

RESTRICTIONS ON AWARDS

4.1 Cancellation and Repurchase of Awards. Incentive Units granted under any Award Agreement shall be subject to the cancellation and repurchase provisions set forth therein;

provided, that the Administrator may provide separate cancellation or repurchase terms in an individual Award Agreement as the Administrator may then determine.

4.2 Additional Restrictions on Units. In addition to any restrictions contained in the Plan, an Award Agreement and/or the LLC Agreement, the Incentive Units shall be subject to restrictions on transfer pursuant to applicable securities laws and other such laws, including applicable regulations or agreements as contemplated by Section 3.2 as the Administrator shall deem appropriate.

ARTICLE 5.

ADMINISTRATION

5.1 Administration. The Plan shall be administrated by the Board of Managers or any committee of the Board of Managers to which such authority is delegated by the Board of Managers (the "Administrator").

5.2 Duties and Powers of Administrator. It shall be the duty of the Administrator to conduct the general administration of the Plan in accordance with its provisions. The Administrator shall have the power to interpret the Plan and the Award Agreements pursuant to which Awards are issued, and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. Any Award under the Plan need not be the same with respect to each Participant.

5.3 Administrator Action. The Administrator shall act in accordance with the terms and conditions set forth in the LLC Agreement.

5.4 Professional Assistance: Good Faith Actions; Compensation. All expenses and liabilities which the Administrator incurs in connection with the administration of the Plan shall be borne by the Company. The Administrator may employ attorneys, accountants, appraisers, brokers, or other Persons in connection with the administration of the Plan. The Administrator, the Company and the Company's officers shall be entitled to rely upon the advice, opinions or valuations of any such Persons. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final, binding and conclusive upon all Participants, the Company and all other interested Persons. No members of the Administrator shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, including grant of Awards, and all members of the Administrator shall be fully protected by the Company in respect of any such action, determination or interpretation. The members of the Administrator shall serve without compensation for their services to the Plan.

ARTICLE 6.

GENERAL PROVISIONS

6.1 Restrictions on Transfer of Awards. Each Award granted to a Participant under the Plan is subject to the terms of the Award Agreement pursuant to which such Award was issued and the LLC Agreement. Any permitted transferee of an Award shall take such Award subject to the terms of the Plan, the Award Agreement pursuant to which such Award was issued, and the LLC Agreement and any applicable employment agreement with the Participant. Any such permitted transferee must, upon the request of the Company, agree to be bound by the Plan, the Award Agreement pursuant to which such Award was issued, and the LLC Agreement, and shall execute the same on request, and must agree to such other waivers, limitations, and restrictions as the Company may reasonably require. Any transfer of an Award which is not made in compliance with the Plan, the LLC Agreement and the Award Agreement pursuant to which such Award was issued shall be null and void and of no effect.

6.2 Amendment, Suspension or Termination of the Plan. The Plan may be wholly or partially amended or otherwise modified, suspended or terminated at any time and from time to time by the Administrator without the consent of the Participants or the Members; *provided*, *however*, that no such amendment, suspension or termination shall be made which would have a material adverse effect on the rights of Participants who have vested Incentive Units. No Award may be granted during any period of suspension or after termination of the Plan.

6.3 Changes in Capitalization. In the event that the Administrator determines, in its sole discretion, that any Adjustment Event affects the Incentive Units, then the Administrator shall, in such manner as it may deem equitable, adjust the number and kind of equity securities authorized for grant under the Plan and make such other equitable adjustments to any Award as it may deem appropriate with respect to any event described in this Section 6.3. Notwithstanding anything to the contrary contained in the LLC Agreement, the Plan or any applicable Award Agreement, no allocations or distributions under the LLC Agreement or otherwise will be made to any Participant unless and until (a) the Participation Threshold applicable to such Participant's Class B Units (determined on a Unit by Unit basis) has been reduced to zero in accordance with the LLC Agreement (which, notwithstanding anything to the contrary contained in the LLC Agreement, the Participation Threshold will not be reduced by any tax distributions made under the LLC Agreement) and (b) the Class A Members, pro rata in proportion to their Unpaid Priority Return with respect to their Class A Units, have received aggregate distributions under Article V of the LLC Agreement in an amount equal to the Unpaid Priority Return of each such member with respect to its Class A Units has been reduced to zero. Any such forgone distributions will be made to the other Members in accordance with Article V of the LLC Agreement (taking into account the immediately preceding sentence). Determinations and adjustments made by the Administrator pursuant to this Section 6.3 shall be final, binding and conclusive.

6.4 Payment of Taxes. The Company and its Subsidiaries shall be entitled to require payment in cash or deduction from other compensation payable to each Participant of any sums required by federal, state or local tax law to be withheld with respect to the issuance, vesting, transfer, sale or payment on account of any Award and may otherwise require each Participant to pay to Company or any of its Subsidiaries (or to any relevant taxing authority) any employment or other taxes or charges that are intended to be borne by such Participant, under applicable law or otherwise.

6.5 Effect of Plan Upon Compensation Plans. The adoption of the Plan shall not affect any other compensation or incentive plans in effect for the Company or any Parent or Subsidiary of the Company. Nothing in the Plan shall be construed to limit the right of the Company (a) to establish any other forms of incentives or compensation for Employees or (b) to grant or assume equity interest rights otherwise than under the Plan in connection with any proper business purpose including, without limitation, the grant or assumption of equity interests, in connection with the acquisition by purchase, lease, merger, consolidation or otherwise, of the business, stock or assets of any corporation, partnership, limited liability company, firm or association.

6 . 6 Compliance with Laws. The Plan, the granting and vesting of Awards under the Plan, the issuance and delivery of Incentive Units pursuant to the Awards, and the payment of money under the Plan or under the Awards granted hereunder are subject to compliance with all applicable federal and state laws, rules and regulations (including, but not limited to, state and federal securities law and federal margin requirements) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. Any securities delivered under the Plan shall be subject to such restrictions, and the Person acquiring such securities shall, if requested by the Company, provide such assurances and representations to the Company, as the Company may deem necessary or desirable to assure compliance with all applicable legal requirements. To the extent permitted by applicable law, the Plan and any Awards hereunder shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

6.7 No Guarantee of Service or Participation. Nothing in the Plan shall interfere with or limit in any way the right of the Company or any Affiliate thereof to terminate any Participant's services at any time and for any reason, nor confer upon any Participant any right to continue in the service of the Company or any Affiliate thereof. In addition, if any Participant's services to the Company or any of its Affiliates shall be terminated for any reason, such Participant shall not be eligible for any compensation or remuneration with respect to such termination (except as otherwise expressly provided in this Plan, any applicable Award Agreement or the LLC Agreement) to compensate such Participant for the loss of any rights under the Plan notwithstanding any provision to the contrary contained in the Participant's contract of employment. No director, officer or key employee of, or consultant to, the Company or any Subsidiary shall have a right to be selected as a Participant or, having been so selected, to receive any Incentive Units. The Administrator may establish different terms and conditions for different Participants receiving Incentive Units and for the same Participant for each Incentive

Unit such Participant may receive, whether or not granted at different times. The grant of any Incentive Unit to any director, officer or key employee of, or consultant to, the Company or any Subsidiary shall neither entitle such Person to, nor disqualify that Person from, the grant of any other Incentive Units. The Administrator's selection of a director, officer or key employee of, or consultant to, the Company or any Subsidiary as a Participant shall neither entitle such Person to, nor disqualify such Person from, participation in any other incentive plan of the Company or any of its Affiliates.

6.8 No Limitation on Compensation. Nothing in the Plan shall be construed to limit the right of the Company or any of its Affiliates to establish other plans or to pay compensation to its employees in cash or property.

6.9 No Impact on Benefits. Incentive Units shall not be treated as compensation for purposes of calculating a Participant's rights under any employee benefit plan.

6.10 Freedom of Action. Subject to Section 6.2, nothing in the Plan shall be construed as limiting or preventing the Company or any of its Affiliates from taking any action with respect to the operation or conduct of its business that it deems appropriate or in its best interest.

6.11 Headings. Headings are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Plan.

6.12 Governing Law. The Plan and any agreements hereunder shall be administered, interpreted and enforced under the internal laws of the State of Delaware without regard to conflicts of laws thereof.

Exhibit 10.24

Club Pilates Franchise, LLC
First Amended and Restated
Phantom Equity Plan

Article I
Purposes

The purposes of the Plan are to foster and promote the long-term financial success of the Company and the Subsidiaries and materially increase member value by (a) motivating superior performance by Participants by means of performance-related incentives and (b) enabling the Company and the Subsidiaries to attract and retain the services of an outstanding management team upon whose judgment, interest and special effort the successful conduct of its operations is largely dependent. This Plan amends and restates that certain Phantom Equity Plan of Club Pilates Franchise, LLC adopted on or about September 26, 2017 (the "Prior Plan") in its entirety. To the extent there are any inconsistences or conflicts between the Plan and the Prior Plan, the Plan will govern and control.

Article II
Definitions, Etc.

Section 2.01 *Certain Definitions*. Whenever used herein, the following terms shall have the respective meanings set forth below.

"***Adjustment Event***" means any dividend or other distribution (whether in the form of cash, additional interests, other securities, or other property, and excluding any tax distributions made under the LLC Agreement), any capital contributions, any recapitalization, reclassification, reorganization, change to corporate form, merger, consolidation, split-up, spinoff, combination, repurchase, liquidation, dissolution, sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company or exchange of shares or other securities of the Company, issuance of warrants or other rights to purchase shares or other securities of the Company, or other similar transaction or event.

"***Affiliate***" means, when used with reference to a specified Person, (a) any Person that directly or indirectly, through one or more intermediaries, controls (alone or through an affiliated group), is controlled by, or is under common control with, such specified Person, including any investment vehicle under common management of such Person, (b) any Person that is an officer, director, manager, member, partner, or trustee of, or serves in a similar capacity with respect to, such specified Person (or an Affiliate of such Person) or of which such specified Person is an officer, director, member, manager, partner or trustee, or with respect to which such Person serves in a similar capacity or (c) any Person who is a spouse or descendant (whether natural or adopted) of such specified Person.

"***Award Letter***" means the letter evidencing a grant of Phantom Units to a Participant, substantially in the form attached hereto as Annex A, or such other form as the Committee shall approve.

"***Base Amount***" means an amount per Phantom Unit determined by the Committee on each grant date of Phantom Units, which shall not be less than the Fair Market Value per Unit on such date.

"***Cause***" means, with respect to any Participant, if the Participant has an employment agreement with the Company or an Affiliate thereof, the meaning assigned to such term in such employment agreement; provided, that if the Participant does not have an employment agreement or such term is not defined in such employment agreement, the term "***Cause***" means the following events or conditions, as determined by the Member in its reasonable judgment: (a) any failure by the Participant to substantially perform the Participant's duties to the Company or any of its Affiliates (other than any such breach or failure due to the Participant's physical or mental illness) and the continuance of such failure for more than 30 days following the Participant's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (b) any failure by the Participant to cooperate, if reasonably requested by the Company, with any investigation or inquiry into the Participant's or the Company's business practices, whether internal or external, including, but not limited to, the Participant's refusal to be deposed or to provide testimony at any trial or inquiry and the continuance of such failure for more than 30 days following the Participant's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (c) the Participant's engaging in fraud, willful misconduct, or dishonesty that has caused or is reasonably expected to result in material injury to the Company; (d) any material breach by the Participant of any fiduciary duty owed to the Company; (e) the Participant's conviction of, or entering a plea of guilty or nolo contendere to, a crime that constitutes a felony (other than a DUI or similar felony); or (f) any material breach by the Participant of any of the Participant's obligations hereunder or under any other written agreement or covenant with the Company or any of its Affiliates and the continuance of such failure for more than 30 days following the Participant's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure. A termination for Cause shall include a reasonable determination by the Company within 60 days following the termination of the Participant's services to the Company that circumstances existed during the Participant's employment that would have justified a termination by the Company for fraud.

"***Change of Control***" means:

(a) a sale or transfer of all or substantially all of the assets of any entity within the Company Group in any transaction or series of related transactions to an Independent Third Party;

(b) any merger, consolidation or reorganization to which any entity within the Company Group and an Independent Third Party are parties, except for a merger, consolidation or reorganization in which, after giving effect to such merger, consolidation or reorganization, the holders of such entity within the Company Group's outstanding Equity Securities (on a fully-diluted basis) immediately prior to the merger, consolidation or reorganization will own directly or indirectly, immediately following the merger, consolidation

or reorganization, Equity Securities holding a majority of the voting power of such entity within the Company Group; or

(c) any sale, transfer or issuance or series of sales, transfers and/or issuances of the Equity Securities of any entity within the Company Group, which results in any Independent Third Party owning more than fifty percent (50%) of the Equity Securities of such entity within the Company Group.

"***Code***" means the Internal Revenue Code of 1986, as amended from time to time.

"***Committee***" means the Compensation Committee of the Company (or such other committee of the Company as the Member shall designate) or, if there shall not be any such committee then serving, the Member.

"***Company***" means Club Pilates Franchise, LLC, a Delaware limited liability company, and any successor thereto.

"***Company Group***" means (x) the Company, (y) its Subsidiaries and (z) the chain of Subsidiary entities owned, directly and indirectly, by H&W INVESTCO LP that ends with the direct parent of the Company.

"***Convertible Securities***" means securities convertible into or exchangeable for Units.

"***Equity Securities***" means equity securities of the Company Group, whether now or hereafter issued, and any Convertible Securities.

"***Fair Market Value***" means, as of any date, with respect to the Units, the per Unit fair market value on such date as determined by the Committee. The determination of Fair Market Value shall not give effect to any control premiums or discounts, restrictions on the Units or that such Units would represent a minority interest in the Company. Notwithstanding anything to the contrary contained in this Plan or any applicable Award Letter, as of any date, Fair Market Value shall not be less than the fair market value of one Unit, as determined under section 409A of the Code.

"***Fully-Diluted Basis***" means, as of any determination date, the sum of (i) the number of Units of the Company that would be outstanding as of such date if, immediately prior to such date, all warrants, Convertible Securities or other similar rights then outstanding that are exercisable or convertible at such time were exercised for or converted into Units of the Company, but only to the extent that such warrants and securities are "in the money" and (ii) the aggregate number of outstanding Phantom Units.

"***Good Reason***" means, with respect to any Participant, if the Participant has an employment agreement with the Company or an Affiliate thereof, the meaning assigned to such term in such employment agreement; *provided*, that if the Participant does not have an employment agreement or such term is not defined in such employment agreement, the term "Good Reason" means the termination by a Participant of the Participant's engagement

with the Company if (a) any of the following events occur without the Participant's express prior written consent; (b) within 60 days after the Participant learns of the occurrence of such event, the Participant gives written notice to the Company describing such event and demanding cure; (c) such event is not fully cured within 30 days after such notice is given; and (d) the Participant actually terminates his or her engagement with the Company within 30 days of the Company's failure to so cure: (i) a material diminution in the Participant's base salary or (ii) the assignment to the Participant of duties that are significantly different from, and that result in a substantial diminution of, the Participant's duties or authority.

"***Independent Third Party***" means any Person who immediately prior to the contemplated transaction does not, directly or indirectly, own in excess of five percent (5%) of the issued and outstanding Units and is not an Affiliate of any such owner.

"***LLC Agreement***" means the Fifth Amended and Restated Limited Liability Company Operating Agreement of the Company, dated as of September 26, 2017, as amended from time to time.

"***Member***" means Xponential Fitness LLC, a Delaware limited liability company.

"***Participant***" means any manager, officer or key employee of, or consultant to, the Company or any Subsidiary who is designated by the Committee to receive a grant of Phantom Units under the Plan and who executes an Award Letter pursuant to the provisions of Section 5.02.

"***Phantom Unit***" means, with respect to Units of the Company, the right to receive a payment from the Company under Section 5.03.

"***Per Unit Change of Control Price***" means, as determined by the Committee in its sole discretion as of the date of a Change of Control, the net aggregate proceeds payable or to be payable in respect of one Unit in connection with the transaction (or series of transactions) resulting in such Change of Control (as determined by the Committee if any part of such proceeds are payable other than in cash), including, without limitation, any and all escrowed amounts and earnouts, determined on a Fully-Diluted Basis and before giving effect to the payment of any amounts in respect of Phantom Units.

"***Person***" means any individual, sole proprietorship, general partnership, limited partnership, corporation, business trust, trust, joint venture, limited liability company, association, joint stock company, bank, unincorporated organization or any other form of entity.

"***Plan***" means this First Amended and Restated Club Pilates Franchise, LLC Phantom Equity Plan, as amended from time to time.

"***Subsidiary***" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at

the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interests thereof entitled to control the board of managers, general partner or similar governing body of such entity is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control any manager, managing director or general partner of such limited liability company, partnership, association or other business entity.

"***Tax Gross Up Payment***" means an amount equal to (i) the amount by which (a) such Participant's actual tax liability in respect of the portion of his or her payments made by the Company in respect of any Phantom Units in accordance with Section 5.03 exceeds (b) the tax liability the Participant would have had to pay on the portion of his or her payments made by the Company in respect of any Phantom Units in accordance with Section 5.03 had such portion been taxed at long-term capital gains rates, plus (ii) the Participant's actual tax liability in respect of all payments made to the Participant under this definition, including payments under this clause (ii) (assuming for purposes of all calculations in this definition that the Participant is taxed at the highest marginal federal, state and local income tax rates and otherwise in accordance with applicable law).

"***Unit***" means a Class A Unit (as defined in the LLC Agreement), having such rights and obligations as are described in the LLC Agreement, or such other class or kind of units, shares or other securities resulting from the application of Section 4.03, or such other class or kind of units, shares or other securities resulting from the application of Section 4.03.

Section 2.02 *Gender and Number*. Except when otherwise indicated by the context, words in the masculine gender used in the Plan shall include the feminine gender, the singular shall include the plural and the plural shall include the singular.

Article III
Administration

The Committee shall be responsible for the administration of the Plan. The Committee shall have discretionary authority, subject to the provisions of the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan, to provide for conditions deemed necessary or advisable to protect the interests of the Company and its Affiliates, to interpret the Plan and to make all other determinations necessary or advisable for the administration and interpretation of the Plan and to carry out its provisions and purposes. Any determination, interpretation or other action made or taken (including, but not limited to, any failure to make any determination or interpretation, or failure to make or take any other action) by the Committee pursuant to the provisions of the Plan shall be final, binding and conclusive for all purposes and upon all persons, and shall be given deference in any proceeding with respect thereto. The Committee

may consult with legal counsel, who may be counsel to the Company, and shall not incur any liability for any action taken in reliance upon the advice of counsel. It is intended that the Phantom Units comply with the application of section 409A of the Code and shall be construed as such.

Article IV
Phantom Units Subject to Plan

Section 4.01 *Number*. Subject to Section 4.03, the number of Phantom Units granted under the Plan may not exceed 52,632 Phantom Units.

Section 4.02 *Cancelled, Terminated or Forfeited Phantom Units*. Any Phantom Units that for any reason expire or are cancelled, terminated, forfeited, substituted for, repurchased by the Company or otherwise settled without consideration shall again be available for award under the Plan.

Section 4.03 *Adjustments in Capitalization*. The number of Phantom Units available for grant under Section 4.01 shall be proportionately adjusted to reflect, as deemed equitable and appropriate by the Committee, each Adjustment Event. To the extent deemed equitable and appropriate by the Committee, and subject to any required action by Unit holders, in any reorganization, merger, consolidation, split-up, spin-off, combination, exchange of Units or other similar event, Phantom Units shall pertain to the securities or other property to which a holder of one Unit would have been entitled to receive in connection with such event.

Article V
Phantom Units

Section 5.01 *Power to Grant.* The Committee shall have the discretionary authority, subject to the terms of the Plan, to determine (i) the managers, officers or key employees of, or consultants to, the Company or any Subsidiary who shall become Participants and to whom Phantom Units shall be granted; (ii) the date or dates on which Phantom Units shall be granted; (iii) the number of Phantom Units granted to each Participant; (iv) the Base Amount of the Phantom Unit; (v) the conditions upon which the Phantom Units or any portion thereof shall become and remain vested, if any, including, without limitation, upon the performance of a minimum period of service or the satisfaction of performance goals; (vi) the treatment of the Phantom Units upon any termination of the Participant's services to the Company and the Subsidiaries, and upon any Change of Control; and (vii) the other terms and conditions of such Phantom Units.

Section 5.02 *Award Letter*. Each grant of Phantom Units shall be evidenced by an Award Letter, which shall specify the items described in clauses (ii) through (vii) of Section 5.01, and such other provisions not inconsistent with the Plan as the Committee shall determine.

Section 5.03 *Payment*. Subject to the continuous active engagement of a Participant by the Company or a Subsidiary through a Change of Control (except as provided in Section 5.06), upon such Change of Control, the Company shall pay to such Participant (i) an amount in respect

of each Phantom Unit then held by such Participant equal to the excess, if any, of the Per Unit Change of Control Price over the Base Amount of each such Phantom Unit, plus (ii) within 30 days following the Change of Control, the Tax Gross Up Payment (collectively, clause (i) plus clause (ii), the "***Aggregate Amount***"). Any payments made by the Company in respect of any Phantom Units in accordance with this Section 5.03 shall be paid to Participants in the same proportion of cash or securities or other property received by the Company or its Unit holders, as applicable, in connection with such Change of Control; *provided,* that, in the event any portion of the Per Unit Change of Control Price is paid to the Company or its Unit holders at a date later than the date that is 30 days following the Change of Control (e.g., any escrowed amounts or earnouts), a corresponding pro rata portion of the Aggregate Amount shall be paid to the applicable Participant within 30 days of receipt of such portion of the Per Unit Change of Control Price by the Company or its Unit holders, as applicable (provided that unless otherwise permitted by section 409A of the Code, no portion of the Aggregate Amount shall be payable after the fifth anniversary of the Change of Control). In the event any portion of the Per Unit Change of Control Price is subject to a purchase price adjustment, indemnification obligation or other contingency, the Aggregate Amount shall be treated in a substantially similar manner as payments to Unit holders in respect of Units. Prior to the occurrence of a Change of Control, no payments or distributions shall be made in respect of any Phantom Units except as may be provided by Section 5.06. For the avoidance of doubt, if profits interests no longer receive favorable tax treatment under the Code, then no Tax Gross Up Payment will be paid to any Participant.

Section 5.04 *Cancelation of Phantom Units.* Immediately following the final payment to a Participant under Section 5.03, the Phantom Unit pursuant to which such payment was made shall automatically be canceled without any further payment therefor.

Section 5.05 *Termination of Engagement.* Notwithstanding anything to the contrary in this Plan or any Award Letter, if a Participant's engagement is terminated by the Company for Cause, or by the Participant for any reason, or if a Participant breaches any restrictive covenant between the Company or its Affiliates and such Participant, all Phantom Units held by such Participant shall be immediately forfeited without payment therefor.

Section 5.06 Repurchase Right.

(a) *Generally.* In the event of the termination of a Participant's engagement with the Company for any reason, any vested Phantom Units held by the Participant will be subject to purchase by the Company pursuant to this Section 5.06 (the "***Purchase Right***").

(b) *Notice.* The Company may elect to purchase all or any portion of the vested Phantom Units by delivering written notice (the "Purchase Notice") to the Participant within 180 days after the termination of the Participant's active engagement with the Company. The Purchase Notice will set forth the number of vested Phantom Units to be acquired from the Participant, the aggregate consideration to be paid for such vested Phantom Units and the time and place for the closing of the transaction. The purchase price for the vested Phantom Units

shall be equal to their Fair Market Value as of the Participant's termination as determined in the reasonable judgment of the Member; *provided*, that upon the termination of the Participant's active engagement with the Company or any if its Affiliates for Cause or Good Reason, the purchase price for such vested Phantom Units shall be equal to the lower of cost and Fair Market Value (the "***Purchase Price***"). The number of vested Phantom Units to be purchased by the Company shall first be satisfied to the extent possible from the vested Phantom Units held by the Participant at the time of delivery of the Purchase Notice.

(c) *Closing*. The closing of the purchase of vested Phantom Units pursuant to the Purchase Right shall take place on the date designated by the Company in the Purchase Notice, which date shall not be more than 30 days nor less than five days after the delivery of the Purchase Notice. The Company shall pay for the vested Phantom Units to be purchased by it pursuant to the Purchase Right by (x) cash payable by delivery of a check; (y) by a wire transfer of funds or (z) by a promissory note that is payable in three equal annual installments (which accelerates upon a Change of Control) and accrues interest at the then applicable short-term applicable federal rate (compounded annually), in each case, in the amount of the aggregate Purchase Price of the vested Phantom Units being purchased by the Company. The purchasers of vested Phantom Units hereunder will be entitled to receive customary representations and warranties from the sellers regarding such sale.

(d) *Attorney-In-Fact*. Upon the delivery of the cash payment described herein by the Company (or its designee), the Participant shall take all actions necessary, and execute all related documents specified by the Company as being reasonably necessary to consummate the sale of the vested Phantom Units to the Company (or its designee), and the Participant shall appoint the Company's Secretary as the Participant's true and lawful attorney-in-fact to exercise and deliver all such instruments, documents and writings, and to take all such actions as shall be required to consummate the sale of the vested Phantom Units to the Company (or its designee) as contemplated in this Section 5.06. Such power is a special Power of Attorney coupled with an interest, is irrevocable, and shall run with the vested Phantom Units to any subsequent owners thereof.

(e) *Other Matters*. All repurchases of vested Phantom Units pursuant to this Section 5.06 shall be subject to all applicable restrictions under law and the Company's and its Subsidiaries' financing agreements. If any such restrictions prohibit the closing described in Section 5.06(c) above, the Company shall promptly give written notice to the Participant of such restriction. The Company's rights under this Section 5.06 shall be preserved and time periods governing such rights or obligations shall be tolled for the duration of such restriction, and the Company may make such purchases as soon as (and to the extent that) it is permitted to do so by law and such financing agreements; *provided*, that when payment eventually takes place as contemplated by this Section 5.06(e), the Purchase Price shall be the Fair Market Value of the vested Phantom Units as of the date the Company consummates such purchases.

Section 5.07 *Limitation on Benefits*. Notwithstanding anything to the contrary contained in the Plan, to the extent that any of the payments and benefits provided under the Plan or any other agreement, or arrangement between the Company and its Subsidiaries and a

Participant (collectively, the "***Payments***") would constitute a "parachute payment" within the meaning of section 280G of the Code, the amount of such Payments shall be reduced to the amount that would result in no portion of the Payments being subject to the excise tax imposed pursuant to section 4999 of the Code. If any Payments that would be reduced or eliminated, as the case may be, pursuant to the immediately preceding sentence, but would not be reduced if the stockholder approval requirements of section 280G(b)(5) of the Code are satisfied, the Company shall use its reasonable best efforts to cause such payments to be submitted for such approval prior to the transaction giving rise to such payments.

Article VI
Effective Date, Amendment and Termination

The Plan shall be effective upon adoption by the Board of Managers of the Company, or such later date as the Member shall specify, and shall automatically expire on the tenth anniversary thereof (except as to outstanding Phantom Units), unless sooner terminated pursuant to this Article VI. The Member may at any time terminate or suspend the Plan, and from time to time may amend or modify the Plan and, except as expressly set forth in an Award Letter, any Phantom Units and Award Letter. Unit holder approval of any such termination, suspension, amendment or modification shall be obtained to the extent mandated by applicable law, or if otherwise deemed appropriate by the Member.

Article VII
General Provisions

Section 7.01 *Beneficiary Designation*. Each Participant may from time to time name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under the Plan is to be paid or by whom any right under the Plan is to be exercised in case of his death. Each designation will revoke all prior designations by the same Participant, shall be in a form prescribed by the Committee and will be effective only when filed by the Participant in writing with the Committee during the Participant's lifetime. In the absence of any such designation, benefits outstanding that remain unpaid at the Participant's death shall be paid to the Participant's surviving spouse, if any, or otherwise to his estate.

Section 7.02 *Nontransferability of Phantom Units*. No Phantom Unit may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

Section 7.03 *Tax Withholding*. All payments and benefits provided under the Plan and any Award Letter shall be subject to any and all applicable taxes, as required by applicable Federal, state, local and foreign law and regulations.

Section 7.04 *Requirements of Law*. Phantom Units shall be subject to all applicable laws, rules and regulations, and to such approvals as may be appropriate or required, as determined by the Committee. Notwithstanding any other provision of the Plan, no Phantom Units shall be granted, and no payments in respect of any Phantom Unit shall be made, if such grant or payment would result in a violation of applicable law. Neither the Company nor

any of its Affiliates nor any of their respective managers, directors or officers shall have any obligation or liability to a Participant with respect to any Phantom Units for any failure to comply with the requirements of any applicable law, rules or regulations, including, but not limited to, any failure to comply with the requirements of section 409A of the Code.

Section 7.05 *No Guarantee of Service or Participation.* Nothing in the Plan shall interfere with or limit in any way the right of the Company or any Affiliate thereof to terminate any Participant's services at any time and for any reason, nor confer upon any Participant any right to continue in the service of the Company or any Affiliate thereof. In addition, if any Participant's services to the Company or any of its Affiliates shall be terminated for any reason, such Participant shall not be eligible for any compensation or remuneration with respect to such termination (except as otherwise expressly provided in this Plan or any applicable Award Letter) to compensate such Participant for the loss of any rights under the Plan. No member, officer or key employee of, or consultant to, the Company or any Subsidiary shall have a right to be selected as a Participant or, having been so selected, to receive any Phantom Units. The Committee may establish different terms and conditions for different Participants receiving Phantom Units and for the same Participant for each grant of Phantom Units such Participant may receive, whether or not granted at different times. The grant of any Phantom Units to any member, officer or key employee of, or consultant to, the Company or any Subsidiary shall neither entitle such Person to, nor disqualify that Person from, the grant of any other Phantom Units. The Committee's selection of a member, officer or key employee of, or consultant to, the Company or any Subsidiary as a Participant shall neither entitle such Person to, nor disqualify such Person from, participation in any other incentive plan of the Company or any of its Affiliates.

Section 7.06 *No Limitation on Compensation*. Nothing in the Plan shall be construed to limit the right of the Company or any of its Affiliates to establish other plans or to pay compensation to its employees in cash or property.

Section 7.07 *No Right to Particular Assets*. Nothing contained in the Plan and no action taken pursuant to the Plan shall create or be construed to create a trust of any kind or any fiduciary relationship between the Company and any Affiliate thereof, on the one hand, and any Participant or executor, administrator or other personal representative or designated beneficiary of such Participant, on the other hand, or any other Persons. Any reserves that may be established by the Company or any Affiliate thereof in connection with the Plan shall continue to be held as part of the general funds of the Company or such Affiliate, and no individual or entity other than the Company or such Affiliate shall have any interest in such funds until paid to a Participant. To the extent that any Participant or his executor, administrator or other personal representative, as the case may be, acquires a right to receive any payment from the Company or any Affiliate thereof pursuant to the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company or such Affiliate.

Section 7.08 *No Impact on Benefits.* Phantom Units shall not be treated as compensation for purposes of calculating a Participant's rights under any employee benefit plan.

Section 7.09 *No Rights as a Unit Holder*. No Participant shall have any rights as a Unit holder of the Company (including, but not limited to, voting rights or the right to receive distributions) with respect to any Phantom Units.

Section 7.10 *Freedom of Action*. Subject to Article VI, nothing in the Plan or any Award Letter shall be construed as limiting or preventing the Company or any of its Affiliates from taking any action with respect to the operation or conduct of its business that it deems appropriate or in its best interest, and no Participant, beneficiary or other person shall have any claim against the Company as a result of any such action.

Section 7.11 *Governing Law*. The Plan and the Phantom Units shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the choice of law principles thereof.

Section 7.12 *Severability*. In the event that any one or more of the provisions of the Plan or any Award Letter shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not be affected thereby.

Section 7.13 *Exculpation*. Neither the Member nor any member of the Committee nor any other officer or employee of the Company or any Subsidiary acting on behalf of the Company or any Subsidiary with respect to the Plan shall be directly or indirectly responsible or otherwise liable by reason of any action or default as a Member, member of the Committee, or other officer or employee of the Company or any Subsidiary acting on behalf of the Company or any Subsidiary with respect to this Plan, or by reason of the exercise of or failure to exercise any power or discretion as such person, except for any action, default, exercise or failure to exercise resulting from such person's gross negligence, breach of fiduciary duty or willful misconduct. Neither the Member nor any member of the Committee shall be liable in any way for the acts or defaults of the Member or any other member of the Committee, as the case may be, or any of their respective advisors, agents or representatives.

Section 7.14 *Indemnification*. The Member and each individual who is or shall have been a member of the Committee shall be indemnified and held harmless by the Company to the fullest extent permitted by the LLC Agreement against and from any loss, cost liability or expense (including any related attorney's fees and advances thereof) that may be imposed upon or reasonably incurred by it or him in connection with, based upon or arising or resulting from any claim, action, suit or proceeding to which it or he may be made a party or in which it or he may be involved by reason of any action taken or failure to act under or in connection with the Plan or any Award Letter and against and from any and all amounts paid by him in settlement thereof, with the Company's approval, or paid by it or him in satisfaction of any judgment in any such action, suit or proceeding against it or him; *provided*, that the Member or such individual shall give the Company an opportunity, at its own expense, to handle and defend the same before it or he undertakes to handle and defend it on it's or his own behalf. The foregoing right of indemnification shall not be exclusive and shall be independent of any other rights of indemnification to which the Member or such individuals may be entitled under the Company's

certificate of formation, by contract, as a matter of law or otherwise.

Section 7.15 *Notices*. Each Participant shall be responsible for furnishing the Company with the current and proper address for the mailing of notices and delivery of agreements, if applicable. Any notices required or permitted to be given shall be deemed given if directed to the addressee at such address and mailed by regular United States mail, first-class and prepaid or by overnight courier. If any item mailed to such address is returned as undeliverable to the addressee, mailing will be suspended until the intended recipient furnishes the proper address (but such suspension shall not toll any specified time periods).

Section 7.16 *Incapacity*. Any benefit payable to or for the benefit of a minor, an incompetent person or other person incapable of receiving such benefit shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Member, the Committee, the Company and its Affiliates, and the other parties with respect thereto.

Section 7.17 *Rights Cumulative; Waiver*. The rights and remedies of Participants and the Company under this Plan shall be cumulative and not exclusive of any rights or remedies which either would otherwise have hereunder or at law or in equity or by statute, and no failure or delay by either party in exercising any right or remedy shall impair any such right or remedy or operate as a waiver of such right or remedy, nor shall any single or partial exercise of any power or right preclude such party's other or further exercise or the exercise of any other power or right. The waiver by any Participant or by the Member, the Committee or the Company of any provision of the Plan shall not operate or be construed as a waiver of any preceding or succeeding breach, and no failure by any such party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise the same any subsequent time or times hereunder

Section 7.18 *Headings and Captions*. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan and shall not be employed in the construction of the Plan.

Cyclebar Holdco, LLC

First Amended and Restated
Phantom Equity Plan

Article I
Purposes

The purposes of the Plan are to foster and promote the long-term financial success of the Company and the Subsidiaries and materially increase member value by (a) motivating superior performance by Participants by means of performance-related incentives and (b) enabling the Company and the Subsidiaries to attract and retain the services of an outstanding management team upon whose judgment, interest and special effort the successful conduct of its operations is largely dependent. This Plan amends and restates that certain Phantom Equity Plan of Cyclebar Holdco, LLC adopted on or about February 27, 2018 (the "Prior Plan") in its entirety. To the extent there are any inconsistences or conflicts between the Plan and the Prior Plan, the Plan will govern and control.

Article II
Definitions, Etc.

Section 2.01 *Certain Definitions*. Whenever used herein, the following terms shall have the respective meanings set forth below.

"***Adjustment Event***" means any dividend or other distribution (whether in the form of cash, additional interests, other securities, or other property, and excluding any tax distributions made under the LLC Agreement), any capital contributions, any recapitalization, reclassification, reorganization, change to corporate form, merger, consolidation, split-up, spinoff, combination, repurchase, liquidation, dissolution, sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company or exchange of shares or other securities of the Company, issuance of warrants or other rights to purchase shares or other securities of the Company, or other similar transaction or event.

"***Affiliate***" means, when used with reference to a specified Person, (a) any Person that directly or indirectly, through one or more intermediaries, controls (alone or through an affiliated group), is controlled by, or is under common control with, such specified Person, including any investment vehicle under common management of such Person, (b) any Person that is an officer, director, manager, member, partner, or trustee of, or serves in a similar capacity with respect to, such specified Person (or an Affiliate of such Person) or of which such specified Person is an officer, director, member, manager, partner or trustee, or with respect to which such Person serves in a similar capacity or (c) any Person who is a spouse or descendant (whether natural or adopted) of such specified Person.

"***Award Letter***" means the letter evidencing a grant of Phantom Units to a Participant, substantially in the form attached hereto as Annex A, or such other form as the Committee shall approve.

"***Base Amount***" means an amount per Phantom Unit determined by the Committee on each grant date of Phantom Units, which shall not be less than the Fair Market Value per Unit on such date.

"***Cause***" means, with respect to any Participant, if the Participant has an employment agreement with the Company or an Affiliate thereof, the meaning assigned to such term in such employment agreement; provided, that if the Participant does not have an employment agreement or such term is not defined in such employment agreement, the term "***Cause***" means the following events or conditions, as determined by the Member in its reasonable judgment: (a) any failure by the Participant to substantially perform the Participant's duties to the Company or any of its Affiliates (other than any such breach or failure due to the Participant's physical or mental illness) and the continuance of such failure for more than 30 days following the Participant's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (b) any failure by the Participant to cooperate, if reasonably requested by the Company, with any investigation or inquiry into the Participant's or the Company's business practices, whether internal or external, including, but not limited to, the Participant's refusal to be deposed or to provide testimony at any trial or inquiry and the continuance of such failure for more than 30 days following the Participant's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure; (c) the Participant's engaging in fraud, willful misconduct, or dishonesty that has caused or is reasonably expected to result in material injury to the Company; (d) any material breach by the Participant of any fiduciary duty owed to the Company; (e) the Participant's conviction of, or entering a plea of guilty or nolo contendere to, a crime that constitutes a felony (other than a DUI or similar felony); or (f) any material breach by the Participant of any of the Participant's obligations hereunder or under any other written agreement or covenant with the Company or any of its Affiliates and the continuance of such failure for more than 30 days following the Participant's receipt of written notice from the Company, which notice shall set forth in reasonable detail the facts or circumstances constituting such failure. A termination for Cause shall include a reasonable determination by the Company within 60 days following the termination of the Participant's services to the Company that circumstances existed during the Participant's employment that would have justified a termination by the Company for fraud.

"***Change of Control***" means:

(a) a sale or transfer of all or substantially all of the assets of any entity within the Company Group in any transaction or series of related transactions to an Independent Third Party;

(b) any merger, consolidation or reorganization to which any entity within the Company Group and an Independent Third Party are parties, except for a merger, consolidation or reorganization in which, after giving effect to such merger, consolidation or reorganization, the holders of such entity within the Company Group's outstanding Equity Securities (on a fully-diluted basis) immediately prior to the merger, consolidation or reorganization will own directly or indirectly, immediately following the merger, consolidation or reorganization, Equity Securities holding a majority of the voting power of such entity within the Company Group; or

(c) any sale, transfer or issuance or series of sales, transfers and/or issuances of the Equity Securities of any entity within the Company Group, which results in any Independent Third Party owning more than fifty percent (50%) of the Equity Securities of such entity within the Company Group.

"***Code***" means the Internal Revenue Code of 1986, as amended from time to time.

"***Committee***" means the Compensation Committee of the Company (or such other committee of the Company as the Member shall designate) or, if there shall not be any such committee then serving, the Member.

"***Company***" means Cyclebar Holdco, LLC, a Delaware limited liability company, and any successor thereto.

"***Company Group***" means (x) the Company, (y) its Subsidiaries and (z) the chain of Subsidiary entities owned, directly and indirectly, by H&W INVESTCO LP that ends with the direct parent of the Company.

"***Convertible Securities***" means securities convertible into or exchangeable for Units.

"***Equity Securities***" means equity securities of the Company Group, whether now or hereafter issued, and any Convertible Securities.

"***Fair Market Value***" means, as of any date, with respect to the Units, the per Unit fair market value on such date as determined by the Committee. The determination of Fair Market Value shall not give effect to any control premiums or discounts, restrictions on the Units or that such Units would represent a minority interest in the Company. Notwithstanding anything to the contrary contained in this Plan or any applicable Award Letter, as of any date, Fair Market Value shall not be less than the fair market value of one Unit, as determined under section 409A of the Code.

"***Fully-Diluted Basis***" means, as of any determination date, the sum of (i) the number of Units of the Company that would be outstanding as of such date if, immediately prior to such date, all warrants, Convertible Securities or other similar rights then outstanding that are exercisable or convertible at such time were exercised for or converted into Units of the Company, but only to the extent that such warrants and securities are "in the money" and (ii) the aggregate number of outstanding Phantom Units.

"***Good Reason***" means, with respect to any Participant, if the Participant has an employment agreement with the Company or an Affiliate thereof, the meaning assigned to such term in such employment agreement; *provided*, that if the Participant does not have an employment agreement or such term is not defined in such employment agreement, the term "Good Reason" means the termination by a Participant of the Participant's engagement with the Company if (a) any of the following events occur without the Participant's express prior written consent; (b) within 60 days after the Participant learns of the occurrence of such event, the Participant gives written notice to the Company describing such event and demanding cure; (c)

such event is not fully cured within 30 days after such notice is given; and (d) the Participant actually terminates his or her engagement with the Company within 30 days of the Company's failure to so cure: (i) a material diminution in the Participant's base salary or (ii) the assignment to the Participant of duties that are significantly different from, and that result in a substantial diminution of, the Participant's duties or authority.

"***Independent Third Party***" means any Person who immediately prior to the contemplated transaction does not, directly or indirectly, own in excess of five percent (5%) of the issued and outstanding Units and is not an Affiliate of any such owner.

"***LLC Agreement***" means the Third Amended and Restated Limited Liability Operating Agreement of the Company, dated as of February 27, 2018, as amended from time to time.

"***Member***" means Xponential Fitness LLC, a Delaware limited liability company.

"***Participant***" means any manager, officer or key employee of, or consultant to, the Company or any Subsidiary who is designated by the Committee to receive a grant of Phantom Units under the Plan and who executes an Award Letter pursuant to the provisions of Section 5.02.

"***Phantom Unit***" means, with respect to Units of the Company, the right to receive a payment from the Company under Section 5.03.

"***Per Unit Change of Control Price***" means, as determined by the Committee in its sole discretion as of the date of a Change of Control, the net aggregate proceeds payable or to be payable in respect of one Unit in connection with the transaction (or series of transactions) resulting in such Change of Control (as determined by the Committee if any part of such proceeds are payable other than in cash), including, without limitation, any and all escrowed amounts and earnouts, determined on a Fully-Diluted Basis and before giving effect to the payment of any amounts in respect of Phantom Units.

"***Person***" means any individual, sole proprietorship, general partnership, limited partnership, corporation, business trust, trust, joint venture, limited liability company, association, joint stock company, bank, unincorporated organization or any other form of entity.

"***Plan***" means this First Amended and Restated Cyclebar Holdco, LLC Phantom Equity Plan, as amended from time to time.

"***Subsidiary***" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interests there of entitled to control the board of managers, general partner or similar governing body of such entity is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof,

a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control any manager, managing director or general partner of such limited liability company, partnership, association or other business entity.

"***Unit***" means a Unit (as defined in the LLC Agreement), having such rights and obligations as are described in the LLC Agreement, or such other class or kind of units, shares or other securities resulting from the application of Section 4.03, or such other class or kind of units, shares or other securities resulting from the application of Section 4.03.

Section 2.02 *Gender and Number*. Except when otherwise indicated by the context, words in the masculine gender used in the Plan shall include the feminine gender, the singular shall include the plural and the plural shall include the singular.

Article III
Administration

The Committee shall be responsible for the administration of the Plan. The Committee shall have discretionary authority, subject to the provisions of the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan, to provide for conditions deemed necessary or advisable to protect the interests of the Company and its Affiliates, to interpret the Plan and to make all other determinations necessary or advisable for the administration and interpretation of the Plan and to carry out its provisions and purposes. Any determination, interpretation or other action made or taken (including, but not limited to, any failure to make any determination or interpretation, or failure to make or take any other action) by the Committee pursuant to the provisions of the Plan shall be final, binding and conclusive for all purposes and upon all persons, and shall be given deference in any proceeding with respect thereto. The Committee may consult with legal counsel, who may be counsel to the Company, and shall not incur any liability for any action taken in reliance upon the advice of counsel. It is intended that the Phantom Units comply with the application of section 409A of the Code and shall be construed as such.

Article IV
Phantom Units Subject to Plan

Section 4.01 *Number*. Subject to Section 4.03, the number of Phantom Units granted under the Plan may not exceed 1,000 Phantom Units.

Section 4.02 *Cancelled, Terminated or Forfeited Phantom Units.* Any Phantom Units that for any reason expire or are cancelled, terminated, forfeited, substituted for, repurchased by the Company or otherwise settled without consideration shall again be available for award under the Plan.

Section 4.03 *Adjustments in Capitalization.* The number of Phantom Units available for grant under Section 4.01 shall be proportionately adjusted to reflect, as deemed equitable and appropriate by the Committee, each Adjustment Event. To the extent deemed equitable and appropriate by the Committee, and subject to any required action by Unit holders, in any

Exhibit 10.26

FORM OF XPONENTIAL FITNESS, INC.
DIRECTOR AND EXECUTIVE OFFICER
INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "**Agreement**"), made and entered into as of the [•] day of [ ], 2021, by and between Xponential Fitness, Inc., a Delaware corporation (the "**Company**"), Xponential Holdings, LLC, a Delaware limited liability company (the "**LLC**" and, together with the Company, the "**Xponential Parties**") and [ ] ("**Indemnitee**").

W I T N E S S E T H:

WHEREAS, highly competent persons have become more reluctant to serve publicly held corporations as directors or executive officers unless they are provided with adequate protection through insurance or adequate indemnification against risks of claims and actions against them arising out of their service to and activities on behalf of the corporation.

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself.

WHEREAS, the Amended and Restated Certificate of Incorporation of the Company provides that the Company shall indemnify and advance expenses to all directors and officers of the Company in the manner set forth therein and to the fullest extent permitted by applicable law, and the Company's Amended and Restated Certificate of Incorporation provides for limitation of liability for directors. In addition, Indemnitee may be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("**DGCL**"). The Amended and Restated Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification.

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons.

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future.

WHEREAS, the Board has determined that it is reasonable, prudent and necessary for the Company to contractually obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified.

WHEREAS, the board of directors of the LLC has determined that it is in the best interest of the LLC to contractually obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified.

WHEREAS, this Agreement is a supplement to and in furtherance of the Amended and Restated Certificate of Incorporation and Amended and Restated By-laws of the Company and any resolutions adopted pursuant thereto and any liability insurance procured by the Company and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Xponential Parties and Indemnitee do hereby covenant and agree as follows:

ARTICLE 1
CERTAIN DEFINITIONS

(a) As used in this Agreement:

"**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

"**Change of Control**" means the occurrence of any one or more of the following circumstances occurring after the date hereof:

(i) any Person (as defined below), other than (A) any employee plan established by the Company or any subsidiary, (B) the Company or any of its affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) an entity owned, directly or indirectly, by stockholders of the Company in substantially the same proportions as their ownership of the Company, is (or becomes, during any 12-month period) the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its affiliates other than in connection with the acquisition by the Company or its affiliates of a business) representing 50% or more of the total voting power of the stock of the Company; provided that the provisions of this subsection (i) are not intended to apply to or include as a Change of Control any transaction that is specifically excepted from the definition of Change of Control under subsection (iii) below;

(ii) a change in the composition of the Board such that the Existing Board (as defined below) ceases for any reason to constitute at least 50% of the Board; provided, however, that any individual becoming a member of the Board subsequent to the beginning of such period whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors immediately prior to the date of such appointment or election shall be considered as though such individual were a member of the Existing Board; provided further, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or Person other than the Board, shall in any event be considered to be a member of the Existing Board;

(iii) the consummation of a merger, amalgamation or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with such a transaction pursuant to applicable stock exchange requirements; provided that immediately following such transaction the voting securities of the Company outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such merger or consolidation or parent entity thereof) 50% or more of the total voting power of the Company's stock (or, if the Company is not the surviving entity of such transaction, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and provided, further, that such a transaction effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its affiliates other than in connection with the acquisition by the Company or its affiliates of a business) representing 50% or more of either the then-outstanding Common Shares (as defined below) or the combined voting power of the Company's then-outstanding voting securities shall not be considered a Change of Control; or

(iv) the sale or disposition by the Company of the Company's assets in which any Person acquires (or has acquired during the12-month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (A) no Change of Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of the Common Shares immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions, and (B) no Change of Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any Person that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company.

"**Common Shares**" means shares of Class A common stock, par value $0.0001 per share, of the Company and stock of any other class into which such shares may thereafter be changed.

"**Corporate Status**" means the status of a person who is or was a director, officer, trustee, general partner, managing member, fiduciary, board of directors' committee member, employee or agent of the Company or of any other Enterprise.

"**Disinterested Director**" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

"**Enterprise**" means the Company and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, general partner, managing member, fiduciary, board of directors' committee member, employee or agent.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Existing Board**" means the individuals who, as of the beginning of any 12 month period, constitute the Board.

"**Expenses**" means all direct and indirect costs (including attorneys' fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses) reasonably incurred in connection with (i) prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding, including responding or objecting to a request to provide discovery in or related to any Proceeding, or (ii) establishing or enforcing a right to indemnification or advancement under this Agreement, the Company's Amended and Restated Certificate of Incorporation, applicable law or otherwise. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. For the avoidance of doubt, Expenses, however, shall not include any Liabilities.

"**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither currently is, nor in the five years previous to its selection or appointment has been, retained to represent (i) either or both of the Xponential Parties, or Indemnitee, in any matter material to any such party (other than with respect to matters concerning Indemnitee under this Agreement or of other indemnitees under similar indemnification agreements) or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either or both of the Xponential Parties, or Indemnitee, in an action to determine Indemnitee's rights under this Agreement.

"**Liabilities**" means any losses or liabilities, including any judgments, fines, excise taxes and penalties, penalties and amounts paid in settlement, arising out of or in connection with any Proceeding (including all interest, assessments and other charges paid or payable in connection with or in respect of any such judgments, fines, excise taxes and penalties, penalties or amounts paid in settlement).

"**Person**" has the meaning ascribed to such term in Sections 13(d) and 14(d) of the Exchange Act, including a "group" as defined in Section 13(d) thereof.

"**Proceeding**" means any threatened, pending or completed action, derivative action, suit, claim, counterclaim, cross claim, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether civil (including intentional and unintentional tort claims), criminal, administrative or investigative, including any appeal therefrom, and whether instituted by or on behalf of the Company or any other party, or any inquiry or investigation that Indemnitee in good faith believes might lead to the institution of any such action, suit or other proceeding hereinabove listed in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of any Corporate Status of Indemnitee, or by reason of any action taken (or failure to act) by him or her or of any action (or failure to act) on his or her part while serving in any Corporate Status.

(b) For the purposes of this Agreement:

References to "Company" or the "Xponential Parties" shall include, in addition to the resulting or surviving corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that if Indemnitee is or was a director, officer, employee, or agent of such constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other Enterprise, then Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

Reference to "other Enterprise" shall include employee benefit plans; references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

Reference to "including" shall mean "including, without limitation," regardless of whether the words "without limitation" actually appear, references to the words "herein," "hereof" and "hereunder" and other words of similar import shall refer to this Agreement as a whole and not to any particular paragraph, subparagraph, section, subsection or other subdivision.

ARTICLE 2
SERVICES BY INDEMNITEE

Section 2.01. *Services By Indemnitee.* Indemnitee hereby agrees to serve or continue to serve as a director or executive officer of the Company, for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation or is removed.

ARTICLE 3
INDEMNIFICATION

Section 3.01. *General.* (a) The Xponential Parties hereby agree, jointly and severally, to and shall indemnify Indemnitee and hold Indemnitee harmless from and against any and all Expenses and Liabilities, in either case, actually and reasonably incurred by Indemnitee or on Indemnitee's behalf by reason of Indemnitee's Corporate Status, to the fullest extent permitted by applicable law. The Xponential Parties' indemnification obligations set forth in this Section 3.01 shall apply (i) in respect of Indemnitee's past, present and future service in any Corporate Status, (ii) regardless of whether Indemnitee is serving in any Corporate Status at the time any such Expense or Liability is incurred and (iii) with respect to any claims of contribution against Indemnitee which may be brought by any officer, director, or employee of the Xponential Parties. Notwithstanding anything to the contrary in the foregoing, it is the intent that with respect to all indemnification obligations under this Article 3, the Xponential Parties shall be the primary source of reimbursement and indemnification relative to any direct or indirect shareholder of the Xponential Parties (or any affiliate of such shareholder, other than the Xponential Parties or any of their respective direct or indirect subsidiaries). The Xponential Parties shall have no right to seek contribution, indemnity or other reimbursement for any of their obligations under this Article 3 from any such direct or indirect shareholder of the Xponential Parties (or any affiliate of such shareholder, other than the Xponential Parties or any of their respective direct or indirect subsidiaries).

(b) For purposes of this Agreement, the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

(i) to the fullest extent permitted by any provision of the DGCL, or the corresponding provision of any successor statute, and

(ii) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

(c) *Witness Expenses.* Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness, or is made or requested to respond to discovery requests, in or related to any Proceeding to which Indemnitee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection therewith.

(d) *Expenses as a Party Where Wholly or Partly Successful.* Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law, to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Xponential Parties shall, jointly and severally, indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her in connection therewith. If Indemnitee is not wholly successful in such Proceeding, but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Xponential Parties shall, jointly and severally and to the fullest extent permitted by applicable law, indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 3.02. *Exclusions.* Notwithstanding any provision of this Agreement and unless Indemnitee ultimately is successful on the merits with respect to any such claim, the Xponential Parties shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law or (ii) any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); or

(b) except as otherwise provided in Sections 6.01(e), prior to a Change of Control, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee (other than any cross claim or counterclaim asserted by the Indemnitee), including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Xponential Parties or their directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) the Xponential Parties provide the indemnification, in their sole discretion, pursuant to the powers vested in the Xponential Parties under applicable law or (iii) the Proceeding is a compulsory counterclaim brought by Indemnitee in response to a Proceeding otherwise indemnifiable under this Agreement.

ARTICLE 4
ADVANCEMENT OF EXPENSES; DEFENSE OF CLAIMS

Section 4.01. *Advances.* Notwithstanding any provision of this Agreement to the contrary, the Xponential Parties shall advance any Expenses and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with any Proceeding, whether prior to or after final disposition of any Proceeding, within twenty (20) days after the receipt by the Xponential Parties of each statement requesting such advance from time to time. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay such

amounts and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Xponential Parties to support the advances claimed. This Section 4.01 shall be subject to Section 4.03 and shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 3.02.

Section 4.02. *Repayment of Advances or Other Expenses.* Indemnitee agrees that Indemnitee shall reimburse the Xponential Parties for all Expenses and amounts paid in settlement advanced by the Xponential Parties pursuant to Section 4.01, in the event and only to the extent that it shall be determined by final judgment or other final adjudication under the provisions of any applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee is not entitled to be indemnified by the Xponential Parties for such Expenses or amounts paid in settlement.

Section 4.03. *Defense of Claims*. The Xponential Parties shall be entitled to assume the defense of any Proceeding with counsel consented to by Indemnitee (such consent not to be unreasonably withheld) upon the delivery by the Xponential Parties to Indemnitee of written notice of the Xponential Parties' election to do so. After delivery of such notice, consent to such counsel by Indemnitee and the retention of such counsel by the Xponential Parties, Indemnitee shall have the right to employ separate counsel in respect of any Proceeding at the Xponential Parties' expense.

ARTICLE 5
PROCEDURES FOR NOTIFICATION OF AND DETERMINATION OF ENTITLEMENT TO INDEMNIFICATION

Section 5.01. *Notification; Request For Indemnification.* (a) As soon as reasonably practicable after receipt by Indemnitee of written notice that he or she is a party to or a participant (as a witness or otherwise) in any Proceeding or of any other matter in respect of which Indemnitee intends to seek indemnification or advancement of Expenses hereunder, Indemnitee shall provide to the Xponential Parties written notice thereof, including the nature of the Proceeding. The omission by Indemnitee to so notify the Xponential Parties will not relieve the Xponential Parties from any liability which they may have to Indemnitee hereunder or otherwise, except to the extent of any material and actual prejudice to the Xponential Parties caused by such omission.

(b) To obtain indemnification under this Agreement, Indemnitee shall deliver to the Xponential Parties a written request for indemnification, including therewith such information as is reasonably available to Indemnitee and reasonably necessary to determine Indemnitee's entitlement to indemnification hereunder. Such request(s) may be delivered from time to time and at such time(s) as Indemnitee deems appropriate in his or her sole discretion. Indemnitee's entitlement to indemnification shall be determined according to Section 5.02 of this Agreement and applicable law.

Section 5.02. *Determination of Entitlement.* (a) Where there has been a written request by Indemnitee for indemnification pursuant to Section 5.01(b), then as soon as is reasonably practicable (but in any event not later than 60 days) after final disposition of the relevant Proceeding, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change of Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Board, by the stockholders of the Company; or (ii) if a Change of Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall reasonably cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) actually and reasonably incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Xponential Parties (irrespective of the determination as to Indemnitee's entitlement to indemnification).

(b) If entitlement to indemnification is to be determined by Independent Counsel pursuant to Section 5.02(a)(ii), such Independent Counsel shall be selected by Indemnitee, and Indemnitee shall give written notice to the Xponential Parties advising it of the identity of the Independent Counsel so selected. If entitlement to indemnification is to be determined by Independent Counsel pursuant to Section 5.02(a)(i)(C) (or if Indemnitee requests that such selection be made by the Board), such Independent Counsel shall be selected by the Xponential Parties in which case the Xponential Parties shall give written notice to Indemnitee advising him or her of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Xponential Parties, as the case may be, may, within ten (10) days after such written notice of selection shall have been received, deliver to the Xponential Parties or to Indemnitee, as the case may be, a written objection to such selection; *provided*, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1 of this Agreement, and the objection shall set forth the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court of competent jurisdiction has determined that such objection is without merit. If, within twenty (20) days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 5.01(b) hereof and the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, the Xponential Parties, on the one hand, or Indemnitee, on the other hand, may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Xponential Parties, on the one hand, or Indemnitee, on the other hand, to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 5.02(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 6.01(a) of this Agreement, the Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(c) The Xponential Parties jointly and severally agree to pay the reasonable fees and expenses of any Independent Counsel serving under this Agreement.

Section 5.03. *Presumptions and Burdens of Proof; Effect of Certain Proceedings.*(a) In making any determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 5.01(b) of this Agreement, and the Xponential Parties shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of any person, persons or entity empowered or selected under Section 5.02 of this Agreement to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by any person, persons or entity empowered or selected under Section 5.02 of this Agreement that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) If the person, persons or entity empowered or selected under Section 5.02 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within the sixty (60) day period referred to in Section 5.02(a), the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; *provided*, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is in good faith reliance on the records or books of account of any Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of such Enterprise in the course of their duties, or on the advice of legal counsel for such Enterprise or on information or records given or reports made to such Enterprise by an independent certified public accountant or by an appraiser or other expert selected by such Enterprise. The provisions of this Section 5.03(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed or found to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any other director, trustee, partner, managing member, fiduciary, officer, agent or employee of any Enterprise shall not be imputed to Indemnitee for purposes of determining any right to indemnification under this Agreement.

ARTICLE 6
REMEDIES OF INDEMNITEE

Section 6.01. *Adjudication or Arbitration.* (a) In the event of any dispute between Indemnitee and the Xponential Parties hereunder as to entitlement to indemnification or advancement of Expenses (including where (i) a determination is made pursuant to Section 5.02 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 4.01 of this Agreement, (iii) payment of indemnification pursuant to Section 3.01 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, (iv) no determination as to entitlement to indemnification is timely made pursuant to Section 5.02 of this Agreement and no payment of indemnification is made within ten (10) days after entitlement is deemed to have been determined pursuant to Section 5.03(b) or (v) a contribution payment is not made in a timely manner pursuant to Section 8.04 of this Agreement), Indemnitee shall be entitled to an adjudication by a court of his or her entitlement to such indemnification, contribution or advancement.

(b) In the event that a determination shall have been made pursuant to Section 5.02(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 6.01 shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 6.01, the Xponential Parties shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and the Xponential Parties may not refer to or introduce into evidence any determination pursuant to Section 5.02(a) of this Agreement adverse to Indemnitee for any purpose. If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 6.01, Indemnitee shall not be required to reimburse the Xponential Parties for any advances pursuant to Section 4.02 until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

(c) If a determination shall have been made pursuant to Section 5.02(a) of this Agreement that Indemnitee is entitled to indemnification, the Xponential Parties shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 6.01, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Xponential Parties shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 6.01 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Xponential Parties are bound by all the provisions of this Agreement.

(e) The Xponential Parties shall, jointly and severally, indemnify Indemnitee to the fullest extent permitted by law against all Expenses and, if requested by Indemnitee, shall (within ten (10) days after the Xponential Parties' receipt of such written request) advance such Expenses to Indemnitee, which are reasonably incurred by Indemnitee in connection with any judicial proceeding or arbitration brought by Indemnitee for (i) indemnification or advances of Expenses by the Xponential Parties (or otherwise for the enforcement, interpretation or defense of his or her rights) under this Agreement or any other agreement, including any other indemnification, contribution or advancement agreement, or any provision of the Company's Amended and Restated Certificate of Incorporation or Amended and Restated By-laws now or hereafter in effect or (ii) recovery or advances under any directors' and officers' liability insurance policy maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, contribution, advancement or insurance recovery, as the case may be.

ARTICLE 7
DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

Section 7.01. *D&O Liability Insurance.* The Company shall obtain and maintain a policy or policies of insurance ("**D&O Liability Insurance**") with reputable insurance companies providing liability insurance for directors and executive officers of the Company in their capacities as such (and for any capacity in which any director or executive officer of the Company serves any other Enterprise at the request of the Company), in respect of acts or omissions occurring while serving in such capacity.

Section 7.02. *Evidence of Coverage.* Upon request by Indemnitee, the Company shall provide copies of all policies of D&O Liability Insurance obtained and maintained in accordance with Section 7.01 of this Agreement.

ARTICLE 8
MISCELLANEOUS

Section 8.01. *Nonexclusivity of Rights.* The rights of indemnification, contribution and advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled to under applicable law, the Company's Amended and Restated Certificate of Incorporation, the Company's Amended and Restated Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

Section 8.02. *Insurance and Subrogation.* (a) Indemnitee shall be covered by the Xponential Parties' D&O Liability Insurance in accordance with its or their terms to the maximum extent of the coverage available for any director or executive officer under such policy or policies. If, at the time the Xponential Parties receive notice of a claim hereunder, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies. The failure or refusal of any such insurer to pay any such amount shall not affect or impair the obligations of the Xponential Parties under this Agreement.

(b) In the event of any payment under this Agreement, the Xponential Parties shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Xponential Parties to bring suit to enforce such rights.

(c) The Xponential Parties shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided) hereunder if and to the extent that Indemnitee has actually received such payment under any insurance policy or other indemnity provision.

(d) The Xponential Parties' obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Xponential Parties as a director, officer, trustee, partner, managing member, fiduciary, board of directors' committee member, employee or agent of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such Enterprise.

Section 8.03. *Contribution.* To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Xponential Parties, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Xponential Parties, on the one hand, and Indemnitee, on the other hand, as a result of the event(s) and/or transaction(s) giving rise to such Proceeding; and/or (ii) the relative fault of the Xponential Parties, on the one hand (and their directors, officers, employees and agents), and Indemnitee, on the other hand, in connection with such event(s) and/or transaction(s).

Section 8.04. *Amendment; Further Assurances.* This Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the parties hereto. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit, restrict or reduce any right of Indemnitee under this Agreement in respect of any act or omission, or any event occurring, prior to such amendment, alteration or repeal. For the avoidance of doubt, this Agreement may not be terminated, amended, altered or repealed by either of the Xponential Parties without Indemnitee's prior written consent. To the extent that a change in applicable law, whether

by statute or judicial decision, (i) permits greater indemnification, contribution or advancement of Expenses than would be afforded currently under the Company's Amended and Restated Certificate of Incorporation and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change or (ii) limits rights with respect to indemnification, contribution or advancement of Expenses, it is the intent of the parties hereto that the rights with respect to indemnification, contribution and advancement of Expenses in effect prior to such change shall remain in full force and effect to the greatest extent not prohibited by applicable law.

Section 8.05. *Waivers.* The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term only by a writing signed by the party against which such waiver is to be asserted. Unless otherwise expressly provided herein, no delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 8.06. *Entire Agreement.* This Agreement and the documents referred to herein constitute the entire agreement between the parties hereto with respect to the matters covered hereby, and any other prior or contemporaneous oral or written understandings or agreements with respect to the matters covered hereby are superseded by this Agreement, provided that this Agreement is a supplement to and in furtherance of the Amended and Restated Certificate of Incorporation and Amended and Restated By-laws of the Company and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 8.07. *Severability.* If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 8.08. *Notices.* All notices, requests, demands and other communications under this Agreement shall be in writing (which may be by facsimile transmission or via email). All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof. The address for notice to a party is as shown on the signature page of this Agreement, or such other address as any party shall have given by written notice to the other party as provided above.

Section 8.09. *Binding Effect.* (a) Each of the Xponential Parties expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or executive officer of the Company, and the Xponential Parties acknowledge that Indemnitee is relying upon this Agreement in serving as a director or executive officer of the Company.

(b) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of either or both of the Xponential Parties, spouses, heirs, and executors, administrators, personal and legal representatives. Each of the Xponential Parties shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all, or a substantial part of the business or assets of such Signify Party by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the manner and to the same extent that such Signify Party would be required to perform if no such succession had taken place.

(c) The indemnification, contribution and advancement of Expenses provided by, or granted pursuant to this Agreement shall continue as to a person who has ceased to be a director or executive officer and shall inure to the benefit of the heirs, executors, administrators, legatees and assigns of such a person.

Section 8.10. *Governing Law.* This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules.

Section 8.11. *Consent To Jurisdiction.* Except with respect to any arbitration commenced by Indemnitee pursuant to Section 6.01(a) of this Agreement, the Xponential Parties and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 8.12. *Headings.* The Article and Section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

Section 8.13. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 8.14. *Use of Certain Terms.* As used in this Agreement, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph, subparagraph, section, subsection, or other subdivision. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered to be effective as of the date first above written.

XPONENTIAL FITNESS, INC.

By: _____
Name:
Title:

XPONENTIAL HOLDINGS, LLC

By: _____
Name:
Title:

[*Signature Page to Indemnification Agreement*]

INDEMNITEE

Name:
Title:

[*Signature Page to Indemnification Agreement*]

Exhibit 21.1

Subsidiaries of the Registrant

Name of Subsidiary	Jurisdiction of Incorporation
Xponential Intermediate Holdings, LLC	Delaware
Xponential Fitness LLC	Delaware
Club Pilates Franchise, LLC	Delaware
Stretch Lab Franchise, LLC	Delaware
CycleBar Holdco, LLC	Delaware
CycleBar Worldwide Inc.	Ohio
CycleBar Canada Franchising, ULC	Canada
CycleBar Franchising, LLC	Ohio
Yoga Six Franchise LLC	Delaware
Yoga Six Studio, LLC	Delaware
AKT Franchise, LLC	Delaware
AKT Studio, LLC	Delaware
Row House Franchise, LLC	Delaware
Row House Tustin, LLC	Delaware
Stride Franchise, LLC	Delaware
Xponential Fitness Brands International, LLC	Delaware
PB Franchising LLC	Delaware
PB 1001, LLC	Delaware
PB 1005, LLC	Delaware
PB 1016, LLC	Delaware
PB 1029, LLC	Delaware
PB 1035, LLC	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 of our report dated April 16, 2021, relating to the financial statements of Xponential Fitness, Inc. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Deloitte & Touche LLP

Costa Mesa, California

June 25, 2021

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 of our report dated April 16, 2021, relating to the financial statements of Xponential Fitness LLC. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Deloitte & Touche LLP

Costa Mesa, California

June 25, 2021

Exhibit 23.4

FROST & SULLIVAN

Date: April 16, 2021

Xponential Fitness
17877 Von Karman Ave.
Irvine, CA 92614

Dear Sirs or Madams:

We, Frost & Sullivan of 3211 Scott Blvd, #203, Santa Clara, California, 95054, hereby consent to the filing with the Securities and Exchange Commission of a Registration Statement on the S-1, and any amendments thereto, of Xponential Fitness, and any related prospectuses of (i) our name and all references thereto, (ii) all references to our preparation of an independent overview of the "Total Addressable Market (TAM) Assessment on the US Boutique Fitness Market" (the "Industry Report"), and (iii) the statement(s) set out in the Schedule hereto. We also hereby consent to the filing of this letter as an exhibit to the S-1.

We further consent to the reference to our firm, under the caption "Market and Industry Data" and "Our Industry" in the S-1, as acting in the capacity of an expert in relation to the preparation of the Industry Report and the matters discussed therein.

Regards,

/s/ Debbie Wong
Name: Debbie Wong
Designation: Vice President
For and on behalf of
Frost & Sullivan

SCHEDULE

- We commissioned Frost & Sullivan to conduct an independent analysis to assess the total addressable market on the U.S. boutique fitness market. The estimates provided by Frost & Sullivan include the impact of the Covid-19 pandemic.
- According to this analysis, the total market opportunity was $21.1 billion in 2019 and is expected to recover to $22.2 billion by 2022. The industry is expected to grow at a 24.5% CAGR, from $8.8 billion in 2020 to $26.2 billion by 2025.

Exhibit 23.5

April 15, 2021

To whom it may concern:

This letter hereby authorizes the use of Buxton's name and recent United States Potential Analysis results produced for Xponential Fitness, LLC as part of Xponential Fitness, LLC's Form S-1 filing with the Securities and Exchange Commission.

Best,

/s/ Peter Healey
Peter Healey
Vice President
Buxton Company

2651 South Polaris Drive | Fort Worth, TX 76137 | 817-332-3681 | buxton@buxtonco.com | buxtonco.com