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PROPOSED COUNSEL FOR DEBTORS AND DEBTORS-IN-POSSESSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	**CASE NO. 20-31318-hdh11**
	§	
GGI HOLDINGS, LLC, *et al.*,	§	**CHAPTER 11**
	§	
DEBTORS.[1]	§	**(Joint Administration Requested)**
	§	

DEBTORS' OMNIBUS MOTION FOR ENTRY OF AN ORDER AUTHORIZING (I) REJECTION OF CERTAIN UNEXPIRED NON-RESIDENTIAL REAL PROPERTY LEASES AND (II) ABANDONMENT OF CERTAIN PERSONAL PROPERTY REMAINING ON THE PREMISES COVERED BY THE LEASES EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

LANDLORDS RECEIVING THIS OMNIBUS LEASE MOTION SHOULD LOCATE THEIR NAMES AND LEASES IN THE SCHEDULE OF LEASES ATTACHED HERETO AS ANNEX 1 TO EXHIBIT A

GGI Holdings, LLC and its affiliates (collectively, the "Debtors"), debtors and debtors in possession in the above-captioned chapter 11 cases (the "Cases"), hereby file this *Debtors' Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Certain Unexpired Non-*

[1] The debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: GGI Holdings, LLC (1222); Gold's Gym International, Inc. (3614); Gold's Holding Corp. (3610); Gold's Alabama, LLC (0520); Gold's Gym Franchising, LLC (5009); Gold's Gym Licensing, LLC (5013); Gold's Gym Merchandising, LLC (4892); Gold's Gym Rockies, LLC (7129); Gold's Louisiana, LLC (9825); Gold's North Carolina, LLC (3221); Gold's Ohio, LLC (4396); Gold's Oklahoma, LLC (7577); Gold's St. Louis, LLC (4827); Gold's Southeast, LLC (9382); and Gold's Texas Holdings Group, Inc. (8156). The Debtors' mailing address is 4001 Maple Avenue, Suite 200, Dallas, Texas 75219.

Residential Real Property Leases and (II) Abandonment of Certain Personal Property Remaining on the Premises Covered by the Leases Effective Nunc Pro Tunc *to the Petition Date* (the "Motion"), seeking entry of an order substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"). In Support of the Motion, the Debtors respectfully represent as follows:

I. PRELIMINARY STATEMENT

1. The Debtors presently boast one of the largest networks of company-owned and franchised fitness centers in the world, with nearly 700 gyms worldwide. The business began with a single location in Venice Beach, California, in 1965, began a franchising in the early 1980s and has grown into a global icon with nearly 700 locations serving approximately 3 million people across six continents each day. Today, the Debtors own and operate approximately 95 gyms domestically, and hold franchise agreements for more than 600 gyms domestically and internationally. A more detailed history of the Debtor's operations and successes are discussed in the *Declaration of Adam Zeitsiff in Support of the Debtors' Chapter 11 Petition and First Day Relief* (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein.

2. As set forth in more detail in the First Day Declaration and below, the Debtors took steps in mid-March to protect employees and customers from the COVID-19 pandemic by temporarily closing all corporate-owned gyms. The gyms have remained shuttered in compliance with federal, state and local orders and guidelines. During these temporary closures, the Debtors made the difficult decisions to permanently close a fraction of their corporate-owned gyms due to the costs and lack of demand for such gyms. The Debtors have removed most of the equipment and personal property from these locations and, contemporaneously with the filing of this Motion, are tendering possession of the premises to the affected landlords.

3. By this Motion, the Debtors request entry of an order pursuant to sections 105(a), 365(a), and 554(a) of the Bankruptcy Code and Bankruptcy Rules 6004, 6006, and 6007, authorizing (i) the rejection of certain unexpired leases, including any guaranties thereof and any amendments, modifications, or subleases thereto (each, a "Lease," and collectively, the "Leases") for non-residential real property located at the premises (collectively, the "Premises") set forth on Annex 1 to **Exhibit A** attached hereto and (ii) the abandonment of any *de minimis* equipment, furniture, and other personal property (the "Personal Property") that remains located within the Premises of the Leases, each effective *nunc pro tunc* to the Petition Date. As part of this process, the Debtors also intend to reduce administrative costs arising from these rejected leases by terminating utilities and removing the closed gym locations from the Debtors' insurance policies as soon as practical.

II. JURISDICTION, VENUE, AND BACKGROUND

4. On May 4, 2020 (the "Petition Date"), the Debtors each filed a voluntary petition in this Court for reorganization relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has yet been appointed in any of these Cases, and no committees have been appointed or designated by the United States Trustee.

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in the Northern District of Texas pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The statutory predicates for the relief requested herein are sections 105(a), 365(a), and 554(a) of the Bankruptcy Code and Rules 6004, 6006, and 6007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

7. Concurrently with the filing of this Motion, the Debtors have moved the Court to jointly administer these Cases. A further description of the background of the Debtors and the events leading up to the filing of the voluntary petitions by the Debtors is provided in the First Day Declaration.

III. LEASES TO BE REJECTED AND PERSONAL PROPERTY TO BE ABANDONED

8. This Motion seeks to reject all Leases listed in Annex 1 to the Proposed Order. As of the Petition Date, none of the gyms located on the Premises were operating. To the extent the Debtors have not done so already, the Debtors will notify each affected landlord in writing of its equivocal and irrevocable decision to surrender the Premises and Personal Property to each applicable landlord so that the landlords may attempt to mitigate any rejection damages arising from the rejection of the applicable Lease.

9. The Debtors have determined in their business judgment that the costs of the Leases exceed any marginal benefits that could potentially be achieved from assignments or subleases of the Leases. Administrative rents for the Leases is anticipated to be over $1.3 million per month. Even if these gyms could be reopened immediately, the Debtors believe that the short-term costs of maintaining the Leases would outweigh any potential long-term benefits from operating the gyms therein.

10. Accordingly, in an effort to reduce post-petition administrative costs, and in the exercise of the their sound business judgment, the Debtors have determined that rejecting the

Leases, effective as of the Petition Date, is in the best interests of the Debtors, their estates, and their creditors.

11. The Debtors do not believe there is any valuable Personal Property remaining on the Premises for the Leases sought to be rejected by this Motion. To the extent that any Personal Property is located at the Premises, the Debtors have determined that the Personal Property is of inconsequential value to the estate. Accordingly, to reduce post-petition administrative costs and, in the exercise of their sound business judgment, the Debtors believe that the abandonment of the Personal Property that may be located at each of the Premises, if any, is appropriate and in the best interests of the Debtors, their estates, and their creditors.

IV. ARGUMENTS AND AUTHORITY

I. The Rejection of the Leases Effective as of the Petition Date is Appropriate and Provides the Debtors with Significant Cost Savings.

12. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Rejection under section 365 of the Bankruptcy Code is generally intended to enable a debtor to relieve itself, and its bankruptcy estate, from burdensome or unprofitable contracts in order to preserve and maximize the value of the bankruptcy estate. *See Stewart Title Guar. Co. v. Old Rep. Nat'l Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (noting that section 365 "allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed") (citation omitted). Bankruptcy courts use the business judgment standard to determine whether to approve a lease rejection. *See Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (stating that "[i]t is well established that 'the question whether a lease should be rejected . . . is one of business judgment'") (citation

omitted). Upon finding that a debtor has exercised its sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its creditors and all parties in interest, a court should approve the rejection under section 365(a) of the Bankruptcy Code. *See Comput. Sales Int'l, Inc. v. Fed. Mogul Glob.,. Inc. (In re Fed. Mogul Glob., Inc.)*, 293 B.R. 124, 126 (D. Del. 2003).

13. Closure of the rejected gyms and rejection of the Leases are central to the Debtors' reorganization process. The Debtors have carefully reviewed the revenues generated and expenses incurred at the Leases and determined, in its business judgment, that the Leases are not necessary to an effective reorganization of the Debtors' business. In the sound exercise of its business judgment, the Debtors have determined that the rejection of the Leases is in the best interests of their estates and creditors and is critical to their reorganization.

II. Abandonment of Personal Property is Appropriate.

14. The abandonment of the Personal Property is appropriate and authorized by the Bankruptcy Code. *See* 11 U.S.C. § 554(a). Section 554(a) of the Bankruptcy Code provides, in relevant part, that "[a]fter notice and hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." *Id.* Courts generally give a debtor in possession great deference to its decision to abandon property. *See, e.g., In re Vel Rey Props., Inc.*, 174 B.R. 859, 867 (Bankr. D.D.C. 1994) ("Clearly, the court should give deference to the trustee's judgment in such matters."). Unless certain property is harmful to the public, once a debtor has shown that it is burdensome or of inconsequential value to the estate, a court should approve the abandonment. *Id.*

15. Before deciding to abandon the Personal Property, the Debtors conducted an analysis of the Personal Property remaining in the Premises and took steps to remove all such

property before the commencement of these Cases. The remaining items, if any, do not impair the Landlords' access to the Premises and are of inconsequential value to the estates. Accordingly, it is in the best interests of the Debtors and their estates for the Debtors to abandon Personal Property located at the Premises.

III. The Leases Should be Deemed Rejected *Nunc Pro Tunc* to the Petition Date.

16. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *See Constant Ltd. P'ship v. Jamesway Corp. (In re Jamesway Corp.)*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 of the Bankruptcy Code does not include "restrictions as to the manner in which the court can approve rejection"). Courts have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the balance of equities favors such relief. *See In re Romacorp, Inc.*, Case No. 05-86818-bjh-11, 2006 Bankr. LEXIS 4674, at *10 (Bankr. N.D. Tex. Feb. 2, 2006) (citing *Thinking Machs. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.)*, 67 F.3d 1021, 1029 (1st Cir. 1995)).

17. Here, the balance of equities favors the rejection of the Leases *nunc pro tunc* to the Petition Date. Without such relief, the Debtors would potentially incur unnecessary administrative expenses related to the Leases. *See* 11 U.S.C. § 365(d)(3). The landlords will not be unduly prejudiced if the rejection is deemed effective as of the Petition Date. Possession of the Premises will be delivered to each respective landlord on, or prior to, the Petition Date with an unequivocal and irrevocable statement of surrender and abandonment of the Premises to such landlord. Further, by this Motion, the landlords are receiving notice of the Debtors' intention to reject the Leases. In the event the Debtors are unable to turn over possession of a particular Premises on or before the

Petition Date, as anticipated, the effective date of the rejection of such Lease shall be no earlier than the date the Debtors turn over the Premises.

18. The Debtors will cause notice of this Motion to be served on the landlords, thereby allowing each party sufficient opportunity to respond accordingly. The Debtors have sought the relief requested at the earliest possible moment in these Cases and do not seek to reject the Leases effective *nunc pro tunc* to the Petition Date due to any undue delay on their own part. Accordingly, the Debtors respectfully submit that the Court deem the Leases identified on Annex 1 rejected effective *nunc pro tunc* to the Petition Date.

V. RESERVATION OF RIGHTS

19. Nothing contained in this Motion or any actions taken by the Debtors pursuant to any order granting the relief requested herein is intended or shall be construed as: (a) an admission to the validity, priority, or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors or any other party in interest that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Motion are valid and the Debtors and all other parties in interest expressly reserve their rights to contest the extent, validity, or perfection or to seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the

validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's right to subsequently dispute such claim.

VI. WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

20. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

VII. NO PRIOR REQUEST

21. No prior request for the relief requested herein has been made to this Court or any other court.

VIII. NOTICE

22. Notice of this Motion has been provided to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) the holders of the fifty (50) largest unsecured claims against the Debtors on a consolidated basis; (iii) the agent under the Debtors' credit facility and proposed DIP Lender and their respective counsel; and (iv) all landlords and counterparties to the Leases to be rejected by this Motion. The Debtors submit that no other or further notice of this Motion is necessary or required.

IX. PRAYER

WHEREFORE, the Debtors respectfully request that this Court enter the Proposed Order, (i) authorizing the Debtors to reject certain Leases and abandon certain Personal Property, if any, each effective *nunc pro tunc* to the Petition Date, and (ii) granting such other and further relief as is just and proper.

Dated: May 4, 2020

Respectfully submitted,

DYKEMA GOSSETT PLLC

By: */s/ Aaron M. Kaufman*

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PROPOSED COUNSEL FOR DEBTORS AND DEBTORS IN POSSESSION

Exhibit A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	**CASE NO. 20-31318-hdh11**
	§	
GGI HOLDINGS, LLC, *et al.*,	§	**CHAPTER 11**
	§	
DEBTORS.[1]	§	**(Joint Administration Requested)**
	§	

ORDER AUTHORIZING THE DEBTORS TO (I) REJECT CERTAIN UNEXPIRED NON-RESIDENTIAL REAL PROPERTY LEASES AND (II) ABANDON CERTAIN PERSONAL PROPERTY REMAINING AT THE PREMISES COVERED BY THE LEASES EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

The Court has considered *Debtors' Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Certain Unexpired Non-Residential Real Property Leases and (II) Abandonment of Certain Personal Property Remaining on the Premises Covered by the Leases Effective* Nunc Pro

[1] The debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: GGI Holdings, LLC (1222); Gold's Gym International, Inc. (3614); Gold's Holding Corp. (3610); Gold's Alabama, LLC (0520); Gold's Gym Franchising, LLC (5009); Gold's Gym Licensing, LLC (5013); Gold's Gym Merchandising, LLC (4892); Gold's Gym Rockies, LLC (7129); Gold's Louisiana, LLC (9825); Gold's North Carolina, LLC (3221); Gold's Ohio, LLC (4396); Gold's Oklahoma, LLC (7577); Gold's St. Louis, LLC (4827); Gold's Southeast, LLC (9382); and Gold's Texas Holdings Group, Inc. (8156). The Debtors' mailing address is 4001 Maple Avenue, Suite 200, Dallas, Texas 75219.

Tunc *to the Petition Date* (the "Motion").[2] The Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; (iv) proper and adequate notice of the Motion has been given and that no other or further notice is necessary; (v) all objections to the Motion have been resolved by this Order or are overruled in their entirety; and (vi) upon the record herein, after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein. **IT IS THEREFORE ORDERED** as follows:

1. The Motion is **GRANTED**, as set forth herein.

2. Each of the Leases set forth on **Annex 1** attached hereto is rejected effective *nunc pro tunc* to the Petition Date.

3. The Debtors are authorized to abandon the Personal Property, if any, that may be located at the Premises and all such property is deemed abandoned effective *nunc pro tunc* to the Petition Date. The applicable counterparty to each Lease may effectuate its rights and remedies with respect to such Personal Property in its sole and absolute discretion. The automatic stay, to the extent applicable, is modified to allow for such utilization or disposition.

4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission to the validity, priority, or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this

[2] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors or any other party in interest that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Order are valid and the Debtors and all other parties in interest expressly reserve their rights to contest the extent, validity, or perfection or to seek avoidance of all such liens. Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's right to subsequently dispute such claim.

5. Nothing in the Motion or in this Order shall be deemed or construed as an approval of an assumption of any contract pursuant to section 365 of the Bankruptcy Code.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon entry.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

 # # # END OF ORDER # # #

Submitted by:
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Ariel J. Snyder (TX Bar No. 24115436) (*pro hac vice* pending)
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PROPOSED COUNSEL FOR DEBTORS AND DEBTOR-IN-POSSESSION

ANNEX 1

	CLUB NAME	PREMISES ADDRESS	COUNTERPARTY ENTITY
1.	Colonnade	3439 Colonnade Parkway Birmingham, AL 35243	COLONNADE RETAIL PARTNERS, LLC
2.	Montgomery	2300 Berryhill Road Montgomery, AL 36117	CRESTA GOLD FUND, LP
3.	Pelham	2244-A Pelham Parkway Pelham, AL 35124	BIRMINGHAM REALTY COMPANY
4.	Georgetown	1019 W. University Ave., Suite 100 Georgetown, TX 78628	WPG WOLF RANCH, LLC
5.	Bellmead	1000 N. Loop 340 Bellmead, TX 76705	IH 35 LOOP 340 Tenancy In Common
6.	Temple	4501 S. General Bruce Dr. Temple, TX 76502	BULLISH RESOURCES, INC.
7.	Briargate	7655 North Union Blvd. Colorado Springs, CO 80920	JVRC ASSOCIATES, LLP
8.	Rustic Hills	1409 N. Academy Blvd. Colorado Springs, CO 80909	SPRINGSBON, LLC
9.	Security	302 Main Street Colorado Springs, CO 80911	OTRE INVESTMENTS, LLC and OTRE CAPITAL, LLC and FDM VENTURES, LLC and WCM VENTURES, LLC
10.	Dallas Preston Center	8335 Westchester Dr., STE. 40 Dallas, TX 75225	ALPINE PRESTON CENTER, LLC

	CLUB NAME	**PREMISES ADDRESS**	**COUNTERPARTY ENTITY**
11.	Dallas Uptown	2425 McKinney Avenue Dallas, TX 75201	MURPHY PLAZA, LLC
12.	Desoto	1001 North I-35E Desoto, TX 75115	MICI DESOTO #1, LTD
13.	Wichita Falls	3007 Garnett Ave. Wichita Falls, TX 76308	WF PARKER SQUARE, LTD
14.	Jonestown	420 Jonestown Rd. Winston-Salem, NC 27104	NEWTOWN GROUP, LLC and K & O VENTURES, LLC
15.	Cherrydale	3245 N. Pleasantburg Dr. Cherrydale Point Greenville, SC 29609	INGLES MARKETS INCORPORATED
16.	Pleasantburg	1332 S Pleasantburg Dr. Greenville, SC 29605	JSI PLEASANTBURG, LLC and DWB PLEASANTBURG, LLC
	Pleasantburg	1332 S Pleasantburg Dr. Greenville, SC 29605	FOOD LION, LLC
17.	Penn Crossing	2117 NW 23rd Street Oklahoma City, OK 73107	SOUTH PENN PLAZA, LLC
18.	Evans Road	21044 US Highway 281 N. San Antonio, TX 78229	ENCINO PINNACLE OWNER II, LLC
19.	Hill Country Village	15759 San Pedro Avenue San Antonio, TX 78232	REALTY INCOME TEXAS PROPERTIES 1, LLC
	Hill Country Village	15759 San Pedro Avenue San Antonio, TX 78232	KUYRKENDALL INVESTMENTS, LP
20.	Prue Road	5025 Prue Road San Antonio, TX 78240	REALTY INCOME TEXAS PROPERTIES 1, LLC

	CLUB NAME	**PREMISES ADDRESS**	**COUNTERPARTY ENTITY**
	Prue Road	5025 Prue Road San Antonio, TX 78240	NABERS-EATON PROPERTIES
21.	Victoria	5201 N Navarro Street Victoria, TX 77904	VICTORIA NORTHCROSS, LLC
22.	Arnold	215 Arnold Crossing Arnold, MO 63010	ARNOLD CROSSROADS, LLC
	Arnold	215 Arnold Crossing Arnold, MO 63010	SCHNUCKS MARKET, INC.
23.	Chesterfield	14885 West Clayton Rd. St Louis, MO 63017	FOUR STORE PARTNERS, LLC
24.	Ellisville	15828 Manchester Rd. #15890 Ellisville, MO 63011	BRADFORD HILLS ASSOCIATES, LLC
25.	Fenton	635 Gravois Road Fenton, MO 63026	635 GRAVOIS ROAD LEASING, LLC
26.	Florissant	8182 N. Lindbergh Blvd. Florissant, MO 63031	FLORISSANT MARKET, LLC
27.	Hwy K	2601 Highway K O'Fallon, MO 63368	SPIRIT GG O'FALLON MO, LLC
28.	Kirkwood	10320 Manchester Rd. St. Louis, MO 63122	BROWN AND SONS FOODLINER, INC.
	Kirkwood	10320 Manchester Rd. St. Louis, MO 63122	KIRKWOOD MISSOURI FITNESS, LP

	CLUB NAME	**PREMISES ADDRESS**	**COUNTERPARTY ENTITY**
29.	Manchester Meadows	13867 Manchester Road Town & Country, MO 63011	RPAI TOWN AND COUNTRY MANCHESTER, LLC
30.	St. Charles	1095 Regency Parkway St. Louis, MO 63303	AEROBIC (MO), LLC
31.	St. Peters	5230 Highway 94 St. Peters, MO 63304	SPIRIT GG ST. PETERS MO, LLC
32.	Del City	4721 SE 15th Street Del City, OK 73115	LS LAND COMPANY, LLC