

Fill in this information to identify the case:

Debtor 1 GOLD'S HOLDING CORP.

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Northern District of Texas

Case number 20-31320

RECEIVED

MAY 21 2020

BMC GROUP

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Pace Communications Inc</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Pace Communications Inc</u> Name <u>1301 Carolina St, Suite 200</u> Number Street <u>Greensboro</u> <u>NC</u> <u>27401</u> City State ZIP Code Contact phone <u>336-378-6065 ext 5430 or 5470</u> Contact email <u>Pace.AccountsRec@paceco.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Pace Communications Inc</u> Name <u>PO Box 60014</u> Number Street <u>Charlotte</u> <u>NC</u> <u>28260</u> City State ZIP Code Contact phone <u>same</u> Contact email <u>same</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

GGI HOLDINGS POC



00024

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: D G Y M

7. How much is the claim? \$ 190,304.54. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Marketing services as described in statements of work (SOW)

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/18/2020
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Angelica C Robertson
First name Middle name Last name

Title Controller at Pace Communications Inc

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City State ZIP Code

Contact phone 336-383-5730 Email angelica.robertson@paceco.com



STATEMENT

Direct Questions and Correspondence To:

Pace Communications

1301 Carolina Street

Greensboro, NC 27401

336-383-5430 Fax: 336-383-5438

Statement date: 5/4/2020

Customer No. GOLDSYM

Gold's Gym
4001 Maple Avenue
Dallas, TX 75219

INV#	DATE	BUSINESS UNIT	DESCRIPTION	AMT
0024865-IN	11/22/2019	AMP	AMP Media and Support Annual Program - October	\$ 18,194.28
0024864-IN	11/22/2019	AMP	Ad Colony Paid Media OOP - October	\$ 17,267.50
0025277-IN	2/21/2020	GG	2020 AOR, Content Creation & Measurement - Jan & Feb	\$ 26,135.00
0025381-IN	3/18/2020	AMP	AMP Paid Media OOP - February	\$ 22,927.60
0025379-IN	3/18/2020	AMP	AMP Media and Support Annual Program - Jan & Feb	\$ 30,952.30
0025380-IN	3/18/2020	GG	2020 AOR, Content Creation & Measurement - March	\$ 20,833.00
0025557-IN	4/21/2020	GG	2020 AOR, Content Creation & Measurement - April	\$ 20,833.00
0025558-IN	4/21/2020	AMP	AMP Media	\$ 19,681.21
0025559-IN	4/21/2020	AMP	AMP Media and Support Annual Program - March	\$ 13,480.65
AMP TOTAL				\$ 122,503.54 *1
GG TOTAL				\$ 67,801.00 *2
GRAND TOTAL				\$ 190,304.54

Notes: *1 missing from bankruptcy filing
*2 included in bankruptcy filing per Bridget Sypolt <BSypolt@goldsgym.com>

Evan Howard

From: Pace AccountsRec
Sent: Friday, November 22, 2019 2:45 PM
To: 'laura.vanderslice@goldsgym.com'
Cc: Melissa Tierney; Liz Perez; Jagruti Patel
Subject: Pace Invoices # 24863, 24864, and 24865
Attachments: Pace Invoice # 24864.pdf; Pace Invoice # 24865.pdf; Pace Invoice # 24863.pdf; 10.19 Gold's Gym TM - AMP (Client View).xlsx

Good Afternoon,

Please see the attached invoices and support for the following:

- **Pace Invoice # 24863 for:**
 - **Out of Pocket Expense – AMP Camp Travel – October**
 - **Travel Expenses for Nicole Martin and Liz Perez**
- **Pace Invoice # 24864 for Ad Colony Paid Media OOP – October**
- **Pace Invoice # 24865 for AMP Media and Support Annual Program – October**

Please let us know if you have any questions or concerns.

We appreciate your business!

Kind Regards,

Jesse Joyner | AR Specialist
T. 336.383.5430 | F. 336.383.5438
paceco.com
PACE



PACE CONFIDENTIAL

INVOICE

Direct Questions And Correspondence To:
Pace Communications
1301 Carolina Street
Greensboro, NC 27401
336-383-5430 Fax 336-383-5438

Date: November 22, 2019

Bill To: Gold's Gym
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Invoice Number: **0024865-IN**

Customer Number: 00-GOLDGYM

Terms: Net 30 Days
Interest at 1 1/2% per month after
30 days past due.

AMP Media and Support Annual Program - October

18,194.28

INVOICE BALANCE:

18,194.28

Please Return this Portion With Your Remittance

Date: November 22, 2019

Invoice Number:

0024865-IN

Remit To:
Pace Communications
P.O. Box 60014
Charlotte, NC 28260

TOTAL AMOUNT DUE
Payable in U.S. Dollars

18,194.28

Bill To: Gold's Gym
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Wire Transfer Information:
Wells Fargo, N.A.
Charlotte, NC
USA
Bank ABA# 121000248
Account #2072088220812
Swift Code: WFBUS6S

**Gold's Gym
AMP App Annual Program**

[illegible]



PACE CONFIDENTIAL

INVOICE

Direct Questions And Correspondence To:
Pace Communications
1301 Carolina Street
Greensboro, NC 27401
336-383-5430 Fax 336-383-5438

Date: November 22, 2019

Invoice Number: **0024864-IN**

Customer Number: **00-GOLDGYM**

Bill To: **Gold's Gym**
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Terms: Net 30 Days
Interest at 1 1/2% per month after
30 days past due.

Ad Colony Paid Media OOP - October

17,267.50

INVOICE BALANCE:

17,267.50

Please Return this Portion With Your Remittance

Date: **November 22, 2019**

Invoice Number:

0024864-IN

Remit To:
Pace Communications
P.O. Box 60014
Charlotte, NC 28260

TOTAL AMOUNT DUE
Payable in U.S. Dollars

17,267.50

Bill To: **Gold's Gym**
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Wire Transfer Information:
Wells Fargo, N.A.
Charlotte, NC
USA
Bank ABA# 121000248
Account #2072088220812
Swift Code: WFBUS6S

Evan Howard

From: Pace AccountsRec
Sent: Monday, March 9, 2020 12:54 PM
To: 'Allison Dickson'
Cc: Liz Perez; Tim Forman; Jagruti Patel; Melodie Kizziar; Drake Porter
Subject: RE: [External]Pace Invoice # 25277
Attachments: Pace Invoice # 25277.pdf

Good Afternoon,

We have edited the invoice to show the credit owed.
Please let us know if you have any questions or concerns.

Thank you,

Jesse Joyner | Accounts Receivable Specialist
T. 336.383.5430 | F. 336.383.5438
paceco.com
PACE

From: Allison Dickson <Allison.Dickson@goldsgym.com>
Sent: Friday, March 6, 2020 4:44 PM
To: Pace AccountsRec <Pace.AccountsRec@paceco.com>
Cc: Liz Perez <Liz.Perez@paceco.com>; Tim Forman <Tim.Forman@paceco.com>; Jagruti Patel <Jagruti.Patel@paceco.com>; Melodie Kizziar <MKizziar@goldsgym.com>; Drake Porter <Drake.Porter@goldsgym.com>
Subject: RE: [External]Pace Invoice # 25277

This email is from an external source.

Can you add the following Gold's Gym team members to invoice emails going forward?

Melodie Kizziar – MKizziar@goldsgym.com
Drake Porter – Drake.Porter@goldsgym.com

Thank you!

From: Pace AccountsRec <Pace.AccountsRec@paceco.com>
Sent: Thursday, February 27, 2020 11:39 AM
To: Allison Dickson <Allison.Dickson@goldsgym.com>
Cc: Liz Perez <liz.perez@paceco.com>; Tim Forman <tim.forman@paceco.com>; Jagruti Patel <Jagruti.Patel@paceco.com>
Subject: [External]Pace Invoice # 25277

Good Afternoon,

Please see the attached invoices and support for the following:

- **Pace Invoice # 25277 for:**
 - **2020 AOR, Content Creation & Measurement – January**

○ 2020 AOR, Content Creation & Measurement – February

Please let us know if you have any questions or concerns.

We appreciate your business!

Kind Regards,

Jesse Joyner | Accounts Receivable Specialist
T. 336.383.5430 | F. 336.383.5438
paceco.com
PACE

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CAUTION: Gold's IT would like to advise that this is an EXTERNAL email. Do not click links or open attachments unless you recognize the sender and know the content is safe.



PACE CONFIDENTIAL

INVOICE

Direct Questions And Correspondence To:
Pace Communications
1301 Carolina Street
Greensboro, NC 27401
336-383-5430 Fax 336-383-5438

Date: February 21, 2020

Invoice Number: **0025277-IN**

Customer Number: **00-GOLDGYM**

Bill To: **Gold's Gym**
Attn: Allison Dickson
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Terms: Net 30 Days
Interest at 1 1/2% per month after
30 days past due.

2020 AOR, Content Creation & Measurement - January	20,833.00
2020 AOR, Content Creation & Measurement - February	20,833.00
2019 Credit AOR, Content Creation & Measurement	(15,531.00)

INVOICE BALANCE: 26,135.00

Please Return this Portion With Your Remittance

Date: February 21, 2020

Invoice Number:

0025277-IN

Remit To:
Pace Communications
P.O. Box 60014
Charlotte, NC 28260

TOTAL AMOUNT DUE
Payable in U.S. Dollars

26,135.00

Bill To: **Gold's Gym**
Attn: Allison Dickson
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Wire Transfer Information:
Wells Fargo, N.A.
Charlotte, NC
USA
Bank ABA# 121000248
Account #2072088220812
Swift Code: WFBIUS6S

Evan Howard

From: Pace AccountsRec
Sent: Monday, March 30, 2020 3:20 PM
To: Pace AccountsRec; 'laura.vanderslice@goldsgym.com'
Cc: Liz Perez; Tim Forman; Jagruti Patel
Subject: RE: Pace Invoices # 25379 and 25381
Attachments: 02.20 GG AMP T&M Billing Backup.xlsx

Good Afternoon,

I have attached the support for invoices 25379 and 25381. Please let us know if you have any questions.

Jesse Joyner | Accounts Receivable Specialist
T. 336.383.5430 | F. 336.383.5438
paceco.com
PACE

From: Pace AccountsRec
Sent: Monday, March 30, 2020 8:44 AM
To: 'laura.vanderslice@goldsgym.com' <laura.vanderslice@goldsgym.com>
Cc: Liz Perez <Liz.Perez@paceco.com>; Tim Forman <Tim.Forman@paceco.com>; Jagruti Patel <Jagruti.Patel@paceco.com>
Subject: Pace Invoices # 25379 and 25381

Good Morning,

Please see the attached invoices for the following:

- **Pace Invoice # 25379 for:**
 - **AMP Media and Support Annual Program – January**
 - **AMP Media and Support Annual Program – February**
- **Pace Invoice # 25381 for AMP Paid Media OOP - February**

Please let us know if you have any questions or concerns.

We appreciate your business!

Kind Regards,

Jesse Joyner | Accounts Receivable Specialist
T. 336.383.5430 | F. 336.383.5438
paceco.com
PACE



PACE CONFIDENTIAL

INVOICE

Direct Questions And Correspondence To:
Pace Communications
1301 Carolina Street
Greensboro, NC 27401
336-383-5430 Fax 336-383-5438

Date: **March 18, 2020**

Invoice Number: **0025381-IN**

Customer Number: **00-GOLDGYM**

Bill To: **Gold's Gym**
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Terms: Net 30 Days
Interest at 1 1/2% per month after
30 days past due.

AMP Paid Media OOP - February

22,927.60

INVOICE BALANCE:

22,927.60

Please Return this Portion With Your Remittance

Date: **March 18, 2020**

Invoice Number:

0025381-IN

Remit To:
Pace Communications
P.O. Box 60014
Charlotte, NC 28260

TOTAL AMOUNT DUE
Payable in U.S. Dollars

22,927.60

Bill To: **Gold's Gym**
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Wire Transfer Information:
Wells Fargo, N.A.
Charlotte, NC
USA
Bank ABA# 121000248
Account #2072088220812
Swift Code: WFBIUS6S



PACE CONFIDENTIAL

INVOICE

Direct Questions And Correspondence To:
Pace Communications
1301 Carolina Street
Greensboro, NC 27401
336-383-5430 Fax 336-383-5438

Date: **March 18, 2020**

Invoice Number: **0025379-IN**

Customer Number: **00-GOLDGYM**

Bill To: **Gold's Gym**
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Terms: Net 30 Days
Interest at 1 1/2% per month after
30 days past due.

AMP Media and Support Annual Program - January
AMP Media and Support Annual Program - February

22,518.91

8,433.39

INVOICE BALANCE:

30,952.30

Please Return this Portion With Your Remittance

Date: **March 18, 2020**

Invoice Number:

0025379-IN

Remit To:
Pace Communications
P.O. Box 60014
Charlotte, NC 28260

TOTAL AMOUNT DUE
Payable in U.S. Dollars

30,952.30

Bill To: **Gold's Gym**
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Wire Transfer Information:
Wells Fargo, N.A.
Charlotte, NC
USA
Bank ABA# 121000248
Account #2072088220812
Swift Code: WFBIUS6S

01.20

Function	Title	Rate
55	Senior Project Manager	\$ 93.60
72	VP, Strategy, Media & Analytics	\$ 162.24
72	Director of Technical Analytics	\$ 149.76
72	Strategist	\$ 87.36
30	Group Director, Client Solutions Partner	\$ 149.76
30	Director, Client Solutions Partner	\$ 99.84
43A	Group Creative Director	\$ 162.24
43A	Designer	\$ 62.40
43E	Senior Editor	\$ 87.36
43E	Senior Copy Editor	\$ 81.12
43E	Senior Copy Editor	\$ 81.12
71	Director, Media	\$ 118.56
71	Media Buyer/Planner	\$ 62.40

[illegible][illegible]

TOTAL	220.28 \$	22,518.91
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220.28	\$	22,518.91
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GG AMP

02.20

Function	Title	Rate
30	Director, Client Solutions Partner	\$ 99.84
55	Director of Project Management	\$ 134.16
55	Senior Project Manager	\$ 93.60
71	Director, Media	\$ 118.56
71	Media Buyer/Planner	\$ 62.40
72	VP, Strategy, Media & Analytics	\$ 162.24
72	Director, Technical Analytics	\$ 149.76
72	Strategist	\$ 87.36
43A	Group Creative Director - Art	\$ 162.24
43E	Senior Editor	\$ 87.36

Gold's AMP 2020 Temp Code		
AMP		
Billable Hrs		Billed Fees
11.65	\$	1,163.14
0.75	\$	100.62
0.50	\$	46.80
19.50	\$	2,311.92
0.50	\$	31.20
1.00	\$	162.24
24.00	\$	3,594.24
3.75	\$	327.60
3.48	\$	564.60
1.50	\$	131.04
-	\$	-
-	\$	-
-	\$	-
-	\$	-
-	\$	-
-	\$	-
-	\$	-
-	\$	-

TOTALS		
Billable Hrs		Billed Fees
11.65	\$	1,163.14
0.75	\$	100.62
0.50	\$	46.80
19.50	\$	2,311.92
0.50	\$	31.20
1.00	\$	162.24
24.00	\$	3,594.24
3.75	\$	327.60
3.48	\$	564.60
1.50	\$	131.04
-	\$	-
-	\$	-
-	\$	-
-	\$	-
-	\$	-
-	\$	-
-	\$	-
-	\$	-

TOTAL

66.63	\$	8,433.39
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66.63	\$	8,433.39
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Evan Howard

From: Pace AccountsRec
Sent: Monday, March 30, 2020 8:48 AM
To: 'Allison Dickson'; Drake Porter; Melodie Kizziar
Cc: Liz Perez; Tim Forman; Jagruti Patel
Subject: Pace Invoice # 25380
Attachments: Pace Invoice # 25380.pdf

Good Afternoon,

Please see the attached invoices for the following:

- **Pace Invoice # 25380 for 2020 AOR, Content Creation & Measurement – March**

Please let us know if you have any questions or concerns.

We appreciate your business!

Kind Regards,

Jesse Joyner | Accounts Receivable Specialist
T. 336.383.5430 | F. 336.383.5438
paceco.com
PACE



PACE CONFIDENTIAL

INVOICE

Direct Questions And Correspondence To:
Pace Communications
1301 Carolina Street
Greensboro, NC 27401
336-383-5430 Fax 336-383-5438

Date: March 18, 2020

Invoice Number: **0025380-IN**

Customer Number: **00-GOLDGYM**

Bill To: **Gold's Gym**
Attn: Allison Dickson
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Terms: Net 30 Days
Interest at 1 1/2% per month after
30 days past due.

2020 AOR, Content Creation & Measurement - March

20,833.00

INVOICE BALANCE:

20,833.00

Please Return this Portion With Your Remittance

Date: **March 18, 2020**

Invoice Number:

0025380-IN

Remit To:
Pace Communications
P.O. Box 60014
Charlotte, NC 28260

TOTAL AMOUNT DUE
Payable in U.S. Dollars

20,833.00

Bill To: **Gold's Gym**
Attn: Allison Dickson
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Wire Transfer Information:
Wells Fargo, N.A.
Charlotte, NC
USA
Bank ABA# 121000248
Account #2072088220812
Swift Code: WFBIUS6S

Evan Howard

From: Pace AccountsRec
Sent: Friday, April 24, 2020 9:34 AM
To: Drake Porter; Melodie Kizziar; 'Allison Dickson'
Cc: Liz Perez; Tim Forman; Jagruti Patel
Subject: Pace Invoice # 25557
Attachments: Pace Invoice # 25557.pdf

Good Morning,

Please see the attached invoices and support for the following:

- **Pace Invoice # 25557 for 2020 AOR, Content Creation & Measurement – April**

Please let us know if you have any questions or concerns.

We appreciate your business!

Kind Regards,

Jesse Joyner | Accounts Receivable Specialist
T. 336.383.5430 | F. 336.383.5438
paceco.com
PACE



PACE CONFIDENTIAL

INVOICE

Direct Questions And Correspondence To:
Pace Communications
1301 Carolina Street
Greensboro, NC 27401
336-383-5430 Fax 336-383-5438

Date: April 21, 2020

Invoice Number: **0025557-IN**

Customer Number: **00-GOLDGYM**

Bill To: **Gold's Gym**
Attn: Allison Dickson
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Terms: Net 30 Days
Interest at 1 1/2% per month after
30 days past due.

2020 AOR, Content Creation & Measurement - April

20,833.00

INVOICE BALANCE:

20,833.00

Please Return this Portion With Your Remittance

Date: **April 21, 2020**

Invoice Number:

0025557-IN

Remit To:
Pace Communications
P.O. Box 60014
Charlotte, NC 28260

TOTAL AMOUNT DUE
Payable in U.S. Dollars

20,833.00

Bill To: **Gold's Gym**
Attn: Allison Dickson
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Wire Transfer Information:
Wells Fargo, N.A.
Charlotte, NC
USA
Bank ABA# 121000248
Account #2072088220812
Swift Code: WFBIUS6S

Evan Howard

From: Pace AccountsRec
Sent: Friday, April 24, 2020 9:31 AM
To: 'laura.vanderslice@goldsgym.com'
Cc: Liz Perez; Tim Forman; Jagruti Patel
Subject: Pace Invoices # 25558 and 25559
Attachments: Pace Invoice # 25558.pdf; Pace Invoice # 25559.pdf; 03.20 GG AMP T&M Billing Backup.xlsx

Good Morning,

Please see the attached invoices and support for the following:

- **Pace Invoice # 25558 for AMP Paid Media OOP – March:**
 - **ADCOLONY, INC.**
 - **Apple Search**
 - **Facebook**
 - **Mediaocean**
- **Pace Invoice # 25559 for AMP Media and Support Annual Program – March**

Please let us know if you have any questions or concerns.

We appreciate your business!

Kind Regards,

Jesse Joyner | Accounts Receivable Specialist
T. 336.383.5430 | F. 336.383.5438
paceco.com
PACE



PACE CONFIDENTIAL

INVOICE

Direct Questions And Correspondence To:
Pace Communications
1301 Carolina Street
Greensboro, NC 27401
336-383-5430 Fax 336-383-5438

Date: April 21, 2020

Invoice Number: **0025558-IN**

Customer Number: **00-GOLDGYM**

Bill To: **Gold's Gym**
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Terms: Net 30 Days
Interest at 1 1/2% per month after
30 days past due.

AMP Paid Media OOP - March
ADCOLONY, INC.
Apple Search
Facebook
Mediaocean

11,857.50
4,187.92
3,219.12
416.67

INVOICE BALANCE: 19,681.21

Please Return this Portion With Your Remittance

Date: April 21, 2020

Invoice Number:

0025558-IN

Remit To:
Pace Communications
P.O. Box 60014
Charlotte, NC 28260

TOTAL AMOUNT DUE
Payable in U.S. Dollars

19,681.21

Bill To: **Gold's Gym**
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Wire Transfer Information:
Wells Fargo, N.A.
Charlotte, NC
USA
Bank ABA# 121000248
Account #2072088220812
Swift Code: WFBIUS6S



PACE CONFIDENTIAL

INVOICE

Direct Questions And Correspondence To:
Pace Communications
1301 Carolina Street
Greensboro, NC 27401
336-383-5430 Fax 336-383-5438

Date: April 21, 2020

Invoice Number: **0025559-IN**

Customer Number: 00-GOLDGYM

Bill To: Gold's Gym
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Terms: Net 30 Days
Interest at 1 1/2% per month after
30 days past due.

AMP Media and Support Annual Program - March

13,480.65

INVOICE BALANCE:

13,480.65

Please Return this Portion With Your Remittance

Date: April 21, 2020

Invoice Number:

0025559-IN

Remit To:
Pace Communications
P.O. Box 60014
Charlotte, NC 28260

TOTAL AMOUNT DUE
Payable in U.S. Dollars

13,480.65

Bill To: Gold's Gym
Attn: Laura Vanderslice
4001 Maple Avenue
Suite 200
Dallas, TX 75219
UNITED STATES

Wire Transfer Information:
Wells Fargo, N.A.
Charlotte, NC
USA
Bank ABA# 121000248
Account #2072088220812
Swift Code: WFBIUS6S

GG AMP

03.20

Function	Title	Rate
30	Group Director, Client Solutions Partner	
30	Director, Client Solutions Partner	
55	Senior Project Manager	
71	Director, Media	
71	Media Buyer/Planner	
72	Director, Technical Analytics	
72	Strategist	
72	Analyst	
72	Analytics Intern	
43A	Group Creative Director - Art	
43E	Senior Editor	
43E	Senior Copy Editor	
43E	Senior Copy Editor	

Gold's AMP 2020 Temp Code		
AMP		
Billable Hrs		Billed Fees
0.50	\$	74.88
10.30	\$	1,028.35
3.00	\$	280.80
26.00	\$	3,082.56
24.00	\$	1,497.60
22.50	\$	3,369.60
8.25	\$	720.72
17.00	\$	1,219.92
6.00	\$	-
11.31	\$	1,834.93
1.00	\$	87.36
2.50	\$	202.80
1.00	\$	81.12

TOTAL

133.36	\$	13,480.65
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Evan Howard

From: Liz Perez
Sent: Monday, May 18, 2020 12:11 PM
To: Tim Forman
Subject: FW: Quick Connect on Scope

Liz Perez | Group Director, Client Solutions Partner
M. 210-315-9174 | liz.perez@paceco.com
New York, NY | Greensboro, NC
Dallas, TX | Bentonville, AR | San Antonio, TX
paceco.com
PACE

From: Allison Dickson <Allison.Dickson@goldsgym.com>
Date: Thursday, January 23, 2020 at 12:48 PM
To: Liz Perez <Liz.Perez@paceco.com>
Subject: Quick Connect on Scope

This email is from an external source.

Liz—

Are you available to connect today on our scope in advance of the meeting tomorrow? I've been getting up to speed on everything and we had a quick internal touch base yesterday so wanted to debrief you on that. Nothing that changes the dollar amount, just discussion on how we want to use the hours. I know you're trying to get wrapped up before you are out of office so if I need to chat with Tim instead let me know. It won't be long.

Thanks!
Allison



ALLISON DICKSON
VICE PRESIDENT, BRAND MARKETING

GOLD'S GYM
4001 Maple Ave., Suite 200
Dallas, TX 75219
T (214) 296-5083
F (214) 296-5000
www.GoldsGym.com

Evan Howard

From: Tim Forman
Sent: Thursday, February 27, 2020 10:16 AM
To: Allison Dickson
Cc: Liz Perez
Subject: Re: 2020 SOW
Attachments: Content AOR Content Creation and Measurement SOW 2020 DRAFT 10.11.19-final[1].docx

Hello Allison,

Please see the latest 2020 Content AOR SOW. Upon further review by counsel, we have updated the SOW to incorporate language from the most recent agreement with Gold's Gym along with actual terms regarding the invoice schedule.

Please review and let us know if you have any questions. Happy to connect Brandon and Jackie (Pace counsel) to facilitate any further adjustments.

As stated in the SOW (and similar to past practice), Pace will issue flat monthly invoices. That includes January and February. Knowing we've had reduced activity at the start of the year, that value will carry forward as described in the SOW.

Once ready to execute, please let me know and we will send final documents via DocuSign.

Thank you,
Tim

Tim Forman | Director, Client Solutions Partner
M. 479-233-9100 | tim.forman@paceco.com
New York, NY | Greensboro, NC
Dallas, TX | Bentonville, AR | San Antonio, TX
paceco.com
PACE

From: Liz Perez <Liz.Perez@paceco.com>
Date: Saturday, January 25, 2020 at 10:47 AM
To: Allison Dickson <Allison.Dickson@goldsgym.com>
Cc: Tim Forman <Tim.Forman@paceco.com>
Subject: 2020 SOW

Hi Allison,

Apologies for the Saturday email. I'm wrapping up a few final items this morning before I head out on leave.

Attached is the draft 2020 Content AOR SOW for you and Paul to review. The terms are identical to 2019 with the main change being the budget adjustment. The remaining credit from 2019 is \$14,669 and we can apply that credit to your January invoice. Let us know if you would like it handled differently.

Also, while you were out, Ashley shared that Paul would like an expanded description in our monthly invoices. Will the following work? I pulled it directly from the SOW.

2020 AOR Content Creation & Measurement - January

Monthly services and deliverables may include but are not limited to: strategy, planning, writing, editing, design services, photography, videography and editing, project management, and management of all elements by Pace client solutions partners.

I'll miss you guys over the next 4-6 weeks but I know you're in great hands with Tim and the team. See you in March!

Liz Perez | Group Director, Client Solutions Partner
M. 210-315-9174 | liz.perez@paceco.com
New York, NY | Greensboro, NC
Dallas, TX | Bentonville, AR | San Antonio, TX
paceco.com
PACE



**Gold's Gym Statement of Work
for
2020 Content AOR, Content Creation & Measurement**

I. This Statement of Work ("SOW") consists of the following parts:

- (A) Master Services Agreement, previously executed by and between Gold's Holding Corp. ("Gold's Gym") and Pace Communications, Inc. ("Pace"), effective as of April 5, 2017; and
- (B) these agreed terms.

II. Project Description and Program Objectives

As Gold's Gym's content marketing agency of record, Pace will work in partnership with the Gold's Gym marketing team and serve as an extension of that team, providing hourly services in the following areas:

- Gold's Gym content agency of record ("AOR") advisory and strategic core team
- Monthly content creation
- Quarterly measurement and analytics

Unless early terminated in accordance with the terms of the MSA or this SOW, Gold's Gym commits to a minimum spend in 2020 at the amount described in Section V, and any additional spend above that amount must be approved prior to the additional spend by Gold's Gym through a change order/amendment signed by both parties. (In the event of early termination of this SOW, the minimum spend commitment shall be nullified, and payment shall be made in accordance with Section III).

III. Project Term

Start Date: January 1, 2020
End Date: December 31, 2020

Notwithstanding anything to the contrary in the MSA, this SOW may be terminated by either party for any reason upon sixty (60) days' prior written notice. In such an event, Gold's Gym shall pay to Pace any undisputed accrued expenses and fees for Services performed through the effective date of termination, but shall not be obligated to make any other payments under this SOW for work that was not both approved and performed prior to the effective date of termination.

IV. Project Scope of Work

The scope of work for Gold's Gym includes the following:

- Pace will work alongside the Gold's Gym marketing team and function as members of that team against mutually-determined goals and deliverable needs that will be updated on an ongoing basis. All goals and deliverable needs must be approved in writing (email sufficient) by Gold's Gym before work starts or any fees are incurred.

PACE

- Monthly services and deliverables may include but are not limited to: strategy, planning, writing, editing, design services, photography, videography and editing, project management, and management of all elements by Pace client solutions partners.
- Pace will provide hourly services performed by its functional Resources and billed at the hourly rates described in Exhibit A ("Pace/Gold's Gym 2020 Rate Card).
- Pace will hold budget/billing meetings twice per month with Gold's Gym at a mutually agreed upon time. At these meetings Pace will:
 - Establish and/or update upcoming work streams, work stream monthly budgets, schedules, and priorities for asset delivery; these work streams, budgets, and asset delivery schedules will be made in mutual agreement between Gold's Gym and Pace.
 - Flag for discussion any circumstance that alters the expected monthly hours and/or estimated fees for any of the work streams.
 - Review work, hours, and billing details from past months and estimates for future months.

V. Fees

Pace will provide to Gold's Gym all of the services described in Section IV for an estimated annual fee of \$250,000. Pace may not charge any amount above this estimated fee without a change order/amendment signed by both parties.

Monthly fees will be calculated based on actual hours consumed by each Pace resource at the specified rate per resource listed in **Exhibit A ("Pace/Gold's Gym 2020 Rate Card).**

VI. Roles and Responsibilities

In order to have a smooth project flow and produce the best results, the following are a list of responsibilities of both parties:

Pace responsibilities:

- Provide a project plan including:
 - Estimated hours and resulting costs by month
 - Specific deliverables and hourly work tasks or consulting as needed
 - Dates and deadlines for all work, deliverables, and activities
- Deliver and meet milestones in accordance with the project plan
- Be available to answer questions from Gold's Gym by phone or in writing within 24-48 hours, where possible
- Manage schedules that allow for up to two (2) rounds of review and revision for deliverables in each phase
 - Additional rounds of review may alter schedules and deadlines
- Minimize expense by staffing the appropriate personnel for the appropriate tasks.

Gold's Gym responsibilities:

- Provide a central point of contact and client side project management
- Provide feedback in a timely manner either in writing or by phone to Pace within 24-48 hours of request, where possible
- Be available to answer questions from Pace by phone or in writing within 24-48 hours of each request, where possible



- Assist with scheduling meetings, any needed stakeholder communications, process to set-up workshops and distribute internal surveys
- Provide marketing research information and other relevant marketing data
- Supply information on business and marketing objectives
- Provide feedback and approvals in accordance with the project plan
- Ensure all permissions and rights to use Gold's Gym provided content are up to date and appropriate for the intended use; indemnify Pace for any claims arising due to Gold's Gym provided content.
- Pay any kill fees required by third party providers for projects that are postponed or cancelled at the request of Gold's Gym. However, Pace shall be required to use best efforts to minimize kill fees.
- Pay any fees or penalties that result from travel originally approved by Gold's Gym that is cancelled or rebooked at the request of Gold's Gym.

VI. Rights and Licensing

Any work provided by third parties who are not employees of Pace will be provided to Gold's Gym with the following rights, unless otherwise agreed by the parties in writing:

1. Written content: Gold's Gym does and will solely and exclusively own.
2. Custom Video footage: Gold's Gym will solely and exclusively own, subject to talent and music rights.
3. Non-custom photography and art (i.e.- stock photography, video and music, user generated assets, or third party assets): Gold's Gym does and will receive limited, non-exclusive, non-transferable, worldwide rights in perpetuity for single asset use only.
4. Custom photography and art: Gold's Gym does and will receive sole and exclusive worldwide rights for all publication media for a period of two (2) years after publication. Thereafter, Gold's Gym will have non-exclusive, worldwide rights. These rights are subject to any negotiated talent/model rights, if applicable.

During the term of this project, both parties may agree that rights other than those provided above would best serve the desired project result and budget. Any such modification to the above rights will be agreed to by Pace and Gold's Gym in writing in advance of purchase, and requires the written approval of Gold's Gym prior to purchase (email sufficient). Gold's Gym authorizes Pace to purchase stock items on behalf of Gold's Gym.

VII. Modification

This Agreement shall not be modified except by a written agreement signed by both Parties.

VIII. Expense Reimbursement

Gold's Gym will reimburse Pace for all pre-approved and necessary expenses (not to exceed actual), such as travel and other out-of-pocket expenses (including but not limited to stock or custom photography) incurred or paid in connection with, or related to, the performance of Services.



IX. Invoicing Schedule (Invoices are due net 30 days.)

For the services stated within this SOW Pace will issue an invoice at the end of each month in the fixed amount of \$20,833, for an annual total of \$250,000. (The January 2020 invoice will be sent along with the February 2020 invoice.) Along with the invoice, beginning in March 2020, Pace will provide a detailed statement with line items describing the actual fees and out of pocket expenses for the prior month associated with each individual work stream in accordance with Gold's Gym's desired classification and labeling of each work stream.

Within ten (10) business days following the end of each month, Pace will also provide a detailed backup of all time entries by role and rate, grouped according to Gold's Gym's desired classification and labeling of each work stream for the prior month. The actual monthly fee will be calculated based on actual hours consumed by each Pace resource at the specified rate per resource listed in **Exhibit A ("Pace/Gold's Gym 2020 Rate Card")**.

- At any time during the term of this SOW, if Gold's Gym authorizes additional work streams or there are changes to existing work streams that both parties anticipate will cause the annual fee to exceed the estimated annual fee in Section V., then the amount of the increase in the estimated annual fees must be approved in writing by Gold's Gym (email sufficient), and the parties will execute a change order/amendment to this SOW.
- If the flat monthly invoice of \$20,833 per month exceeds the actual monthly fees calculated based on actual hours for the same month, the excess money will serve as a buffer to be used in future months where the actual monthly fees exceed the monthly invoiced amount. At all times, such funds shall be the property of and controlled by Gold's Gym. Unless instructed to do so in writing by Gold's Gym, Pace will not apply such excess funds towards the monthly recurring flat fee of \$20,833 and further shall only apply such excess funds towards undisputed fees in excess of the flat monthly budgeted amount in future months. In the event of early termination of this SOW, the money shall be returned to Gold's Gym (unless otherwise so instructed by Gold's Gym); however, Pace shall be entitled to offset any undisputed amounts owed under this SOW.
- If at the end of each quarter, the \$20,833 monthly invoices add up to less than the cumulative actual monthly fees calculated based on actual hours for the quarter, and the cumulative actual monthly fees calculated based on actual hours exceed the monthly invoices for the quarter by more than 20% , Pace may exercise the option to generate an additional invoice to balance the billing for the prior quarter of work. In such an event, Gold's Gym reserves the right to modify future recurring monthly invoices in order to balance the annual budgeted spend.

(Signatures on Following Page)

PACE CONFIDENTIAL

Page 4 of 6



By signing below, each party acknowledges that it has carefully read and fully understood this SOW, and each agrees to be bound by the terms of this SOW.

Gold's Holding Corp.

By: _____

Name: _____

Title: _____

Date: _____

Pace Communications, Inc.

By: _____

Name: Leigh Ann Klee

Title: CFO/COO

Date: _____



EXHIBIT A: Pace/Gold's Gym 2020 Rate Card

Role	Gold's Gym Rate
Client Solutions	
VP, Client Solutions Partner	\$ 168.48
Group Director, Client Solutions Partner	\$ 149.76
Director, Client Solutions Partner	\$ 99.84
Client Solutions Partner	\$ 78.00

Project & Resource Management	
Director of Project Management	\$ 134.16
Program Manager	\$ 99.84
Senior Project Manager	\$ 93.60
Project Manager	\$ 74.88
Creative Resources Manager	\$ 74.88

Planning & Media	
VP, Planning & Media	\$ 156.00
Director, Planning	\$ 131.04
Director of Media	\$ 118.56
Senior Community Manager	\$ 81.12
Social Media Strategist	\$ 81.12
Planner	\$ 81.12
Senior Media Buyer/Planner	\$ 71.76

Strategy & Analytics	
VP, Strategy	\$ 162.24
VP, Strategic Insights	\$ 162.24
Director, Strategic Insights	\$ 149.76
Director, Strategy	\$ 149.76
Associate Director, Strategy	\$ 118.56
Strategist	\$ 87.36
Associate Strategist	\$ 71.76
Director of Technical Analytics	\$ 149.76
Analytics Manager	\$ 102.96
Senior Analyst	\$ 87.36
Analyst	\$ 71.76

Creative - Art	
Executive Creative Director	\$ 177.84
Group Creative Director	\$ 162.24
Creative Director	\$ 146.64
Design Director	\$ 146.64
Associate Creative Director	\$ 109.20
Senior Art Director	\$ 93.60
Art Director	\$ 78.00
Production Artist	\$ 78.00
Senior Designer	\$ 62.40
Designer	\$ 62.40
Photo Editor	\$ 62.40

Research	
Research Analyst	\$ 62.40

Creative - Edit	
Executive Creative Director	\$ 177.84
Group Creative Director	\$ 162.24
Creative Director	\$ 146.64
Creative Consultant	\$ 146.64
Associate Creative Director	\$ 109.20
Senior Editor	\$ 87.36
Editor	\$ 68.64
Associate Editor	\$ 62.40
Copywriter	\$ 78.00
Managing Editor	\$ 81.12
Senior Copy Editor	\$ 81.12
Copy Editor	\$ 62.40

Creative - Video/Studio	
VP, Executive Producer	\$ 177.84
Executive Producer	\$ 134.16
Senior Director/Editor	\$ 93.60
Director/Editor	\$ 78.00
Video Director/Editor	\$ 78.00
Senior Producer	\$ 93.60
Producer	\$ 78.00
Associate Producer	\$ 62.40
CG Artist / Animator	\$ 93.60
Senior Photo Retoucher	\$ 78.00
Photo Producer	\$ 78.00
Studio Manager	\$ 71.76

Digital Production	
VP, Technology	\$ 143.52
Senior Developer	\$ 102.96
Developer	\$ 87.36
Development Operations Engineer	\$ 102.96
Director of Interactive Design	\$ 112.32
Senior UX Designer	\$ 87.36
Lead Interactive Designer	\$ 87.36
Senior Interactive Designer	\$ 87.36
Interactive Designer	\$ 78.00
Senior Manager, QA	\$ 96.72
Senior QA Analyst	\$ 81.12
QA Analyst	\$ 71.76

Print Production	
VP, Production	\$ 143.52
Senior Production Director	\$ 118.56
Production Director	\$ 78.00
Production Manager	\$ 65.52

Finance	
Financial Analyst	\$ 62.40

Evan Howard

From: Tim Forman
Sent: Tuesday, March 3, 2020 11:14 AM
To: Laura Vanderslice
Cc: Liz Perez
Subject: Re: [External] Re: For Review: 2020 GG AMP Scope & Proposal
Attachments: GG AMP Media Program SOW 2020 DRAFT 022820-final[1].docx

Hello Laura,

Appreciate your time last week. Knowing we may need to be flexible on the back half of the year, attached is the draft scope of work for the following services at a total commitment of \$162,000 (1/1/2020-12/31/2020).

- Marketing Strategy and Support for Digital Products
- Media Program Management, Planning & Execution
- App Analytics & Media Reporting
- Creative Development & Versioning

At the reduced commitment, we've reduced hours across workstreams and removed all hours for UI/UX testing/development as previously scoped.

We'll continue to operate as streamline as possible across the media execution program and monthly reporting. The most significant adjustment is with creative resourcing. We have 295 creative hours remaining in the year to develop 2-3 ad sets (anticipate a new set with new App launch in April) and hold the remaining hours for the back half of the year. To be most efficient with creative hours, we will defer to Gold's team with instruction on creative versioning for future ad sets when needed.

Blended service hours by workstream by month for year remaining (Feb-Dec):

- Media Program Management, Planning & Execution: 74.5 hrs/mo
- UI/UX testing: 0 hours
- App Analytics & Media Reporting: 38.6 hrs/mo
- Creative Development & Versioning: 26.8 hrs/mo (x3 ad sets @~100 hrs/set)

Please review the attached SOW draft if you have any questions or would like to facilitate edits, happy to connect you or Gold's counsel with Pace counsel.

If no changes, we'll move forward to execute via DocuSign. Thank you!

Tim Forman | Director, Client Solutions Partner
M. 479-233-9100 | tim.forman@paceco.com
New York, NY | Greensboro, NC
Dallas, TX | Bentonville, AR | San Antonio, TX
paceco.com
PACE

From: Laura Vanderslice <Laura.Vanderslice@goldsgym.com>

Date: Friday, January 17, 2020 at 12:33 PM

To: Tim Forman <Tim.Forman@paceco.com>

Cc: Liz Perez <Liz.Perez@paceco.com>

Subject: RE: [External] Re: For Review: 2020 GG AMP Scope & Proposal

This email is from an external source.

Hey! Thank you for the ping on this, I've had it on my list for far too long. So after the board meetings, I was only able to secure \$13,500/month for the PACE program fees. We'll need to see where we can cut to make this budget.



**CHANGE IS
STRONG**

LAURA VANDERSLICE

SR. DIRECTOR & BUSINESS UNIT MANAGER

GOLD'S GYM

4001 Maple Ave., Suite 200 Dallas, TX 75219

T (214) 296-5090

www.GoldsGym.com

From: Tim Forman <Tim.Forman@paceco.com>

Sent: Thursday, January 16, 2020 2:13 PM

To: Laura Vanderslice <Laura.Vanderslice@goldsgym.com>

Cc: Liz Perez <liz.perez@paceco.com>

Subject: [External] Re: For Review: 2020 GG AMP Scope & Proposal

Hello Laura,

For the AMP 2020 Pace proposal, should we go ahead and send over the Scope of Work document for signature?

Let us know if you'd like to break out Q1 or half a year instead of the full year. Happy to adjust however works best for you.

Thank you,

Tim

Tim Forman | Director, Client Solutions Partner

M. 479-233-9100 | tim.forman@paceco.com

New York, NY | Greensboro, NC

Dallas, TX | Bentonville, AR | San Antonio, TX

paceco.com

PACE

From: Tim Forman <Tim.Forman@paceco.com>

Date: Tuesday, December 10, 2019 at 2:15 PM

To: Laura Vanderslice <Laura.Vanderslice@goldsgym.com>

Cc: Liz Perez <Liz.Perez@paceco.com>

Subject: Re: For Review: 2020 GG AMP Scope & Proposal

Hello Laura,

Thank you for meeting with us on Friday afternoon. Great discussion and believe we've solved for everything requested within the parameters. See attached revised scope with the revisions outlined below.

We went through to streamline hours everywhere possible. Please let us know if you have any questions. I know you were looking to see a revised figure this afternoon.

Please note, we've rushed this through and do not have final accounting approval yet. So note that as a caveat.

Major Revisions from Original Proposal:

- *Removed AMP Editorial Content Development Plan*
- *Reduced UX/UI hours scoped by ~50%*
- *Removed Weekly Reporting for Media Program*
- *Removed OOP expenses*
- *Changed Weekly Status Meeting to Bi-Weekly Status Meeting to reduce hours*
- *Streamlined oversight hours as much as possible*
- *Overall proposal reduced from \$308.3k to \$196.9k*

Tim Forman | Director, Client Solutions Partner
M. 479-233-9100 | tim.forman@paceco.com
New York, NY | Greensboro, NC
Dallas, TX | Bentonville, AR | San Antonio, TX
paceco.com
PACE

From: Tim Forman <Tim.Forman@paceco.com>
Date: Wednesday, December 4, 2019 at 2:16 PM
To: Laura Vanderslice <Laura.Vanderslice@goldsgym.com>
Cc: Liz Perez <Liz.Perez@paceco.com>
Subject: For Review: 2020 GG AMP Scope & Proposal

Hello Laura,

From our conversations, we've worked on a proposal for the 2020 scope with Pace. Please see the attached draft for your review. We based it on the 2019 program expanded for a full year of media program management and execution, creative ad set development & versioning, reporting & analytics, a bank of UI/UX time for testing, and the addition of editorial content development for AMP specific blog articles and assets.

We wanted to share what we have so far with you now, but know we have our call tomorrow morning with you and Dave to review scope priorities across the business and anticipate that feedback will need to be incorporated here.

If you have any questions or would like to discuss, feel free to call Liz or me, or we can schedule a time to regroup after hearing feedback tomorrow morning.

We look forward to joining the all-agency call tomorrow afternoon.

Talk soon.

Tim

Tim Forman | Director, Client Solutions Partner
M. 479-233-9100 | tim.forman@paceco.com
New York, NY | Greensboro, NC
Dallas, TX | Bentonville, AR | San Antonio, TX
paceco.com

PACE

This email and any attachments transmitted with it are confidential and intended solely for the use of the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, please delete it immediately and notify the sender. Copyrighted images which are referenced, contained or otherwise attached to this email may be owned by a third party. It is the responsibility of the recipient to determine whether the image use for their purpose is permitted by the copyright owner.

CAUTION: Gold's IT would like to advise that this is an EXTERNAL email. Do not click links or open attachments unless you recognize the sender and know the content is safe.



**Gold's Gym Statement of Work
for
2020 AMP Media and Support**

I. This Statement of Work ("SOW") consists of the following parts:

- (A) Master Services Agreement, previously executed by and between Gold's Holding Corp. ("**Gold's Gym**") and Pace Communications, Inc. ("**Pace**"), effective as of April 5, 2017; and
- (B) these agreed terms.

II. Project Description and Program Objectives

As Gold's Gym's content marketing agency of record, Pace will work in partnership with the Gold's Gym marketing team and serve as an extension of that team, providing hourly services in the following areas:

- Marketing Strategy and Support for Digital Products
- Media Program Management, Planning & Execution
- App Analytics & Media Reporting
- Creative Development & Versioning

Unless early terminated in accordance with the terms of the MSA or this SOW, Gold's Gym commits to a minimum spend in 2020 at the amount described in Section V, and any additional spend above that amount must be approved by Gold's Gym prior to the additional spend through a change order/amendment signed by both parties. (In the event of early termination of this SOW, the minimum spend commitment shall be nullified, and payment shall be made in accordance with Section III).

III. Project Term

Start Date: January 1, 2020
End Date: December 31, 2020

Notwithstanding anything to the contrary in the MSA, this SOW may be terminated by either party for any reason upon sixty (60) days' prior written notice. In such an event, Gold's Gym shall pay to Pace any undisputed accrued expenses and fees for Services performed through the effective date of termination, but shall not be obligated to make any other payments under this SOW for work that was not both approved and performed prior to the effective date of termination.

IV. Project Scope of Work

The scope of work for Gold's Gym includes the following:

- Pace will work alongside the Gold's Gym marketing or digital teams and function as members of those teams against mutually-determined goals and deliverable needs that will be updated on an ongoing basis. All goals and deliverable needs must be approved in writing (email sufficient) by Gold's Gym before work starts or any fees are incurred.

PACE

- Monthly services and deliverables may include but are not limited to: strategy, planning, writing, editing, design services, photography, videography and editing, project management, and management of all elements by Pace client solutions partners.
- Pace will provide hourly services performed by its functional Resources and billed at the hourly rates described in Exhibit A ("Pace/Gold's Gym 2020 Rate Card").
- Pace will hold budget/billing meetings twice per month with Gold's Gym at a mutually agreed upon time. At these meetings Pace will:
 - Establish and/or update upcoming work streams, work stream monthly budgets, schedules, and priorities for asset delivery; these work streams, budgets, and asset delivery schedules will be made in mutual agreement between Gold's Gym and Pace.
 - Flag for discussion any circumstance that alters the expected monthly hours and/or estimated fees for any of the work streams.
 - Review work, hours, and billing details from past months and estimates for future months.

V. Fees

Pace will provide to Gold's Gym all of the services described in Section IV for an estimated annual fee of \$162,000. Pace may not charge any amount above this estimated fee without a change order/amendment signed by both parties.

Monthly fees will be calculated based on actual hours consumed by each Pace resource at the specified rate per resource listed in Exhibit A ("Pace/Gold's Gym 2020 Rate Card").

VI. Roles and Responsibilities

In order to have a smooth project flow and produce the best results, the following are a list of responsibilities of both parties:

Pace responsibilities:

- Provide a project plan including:
 - Estimated hours and resulting costs by month
 - Specific deliverables and hourly work tasks or consulting as needed
 - Dates and deadlines for all work, deliverables, and activities
- Deliver and meet milestones in accordance with the project plan
- Be available to answer questions from Gold's Gym by phone or in writing within 24-48 hours, where possible
- Manage schedules that allow for up to two (2) rounds of review and revision for deliverables in each phase
 - Additional rounds of review may alter schedules and deadlines
- Minimize expense by staffing the appropriate personnel for the appropriate tasks.

Gold's Gym responsibilities:

- Provide a central point of contact and client side project management
- Provide feedback in a timely manner either in writing or by phone to Pace within 24-48 hours of request, where possible
- Be available to answer questions from Pace by phone or in writing within 24-48 hours of each request, where possible



- Assist with scheduling meetings, any needed stakeholder communications, process to set-up workshops and distribute internal surveys
- Provide marketing research information and other relevant marketing data
- Supply information on business and marketing objectives
- Provide feedback and approvals in accordance with the project plan
- Ensure all permissions and rights to use Gold's Gym provided content are up to date and appropriate for the intended use; indemnify Pace for any claims arising due to Gold's Gym provided content.
- Pay any kill fees required by third party providers for projects that are postponed or cancelled at the request of Gold's Gym. However, Pace shall be required to use best efforts to minimize kill fees.
- Pay any fees or penalties that result from travel originally approved by Gold's Gym that is cancelled or rebooked at the request of Gold's Gym.

VI. Rights and Licensing

Any work provided by third parties who are not employees of Pace will be provided to Gold's Gym with the following rights, unless otherwise agreed by the parties in writing:

1. Written content: Gold's Gym does and will solely and exclusively own.
2. Custom Video footage: Gold's Gym will solely and exclusively own, subject to talent and music rights.
3. Non-custom photography and art (i.e.- stock photography, video and music, user generated assets, or third party assets): Gold's Gym does and will receive limited, non-exclusive, non-transferable, worldwide rights in perpetuity for single asset use only.
4. Custom photography and art: Gold's Gym does and will receive sole and exclusive worldwide rights for all publication media for a period of two (2) years after publication. Thereafter, Gold's Gym will have non-exclusive, worldwide rights. These rights are subject to any negotiated talent/model rights, if applicable.

During the term of this project, both parties may agree that rights other than those provided above would best serve the desired project result and budget. Any such modification to the above rights will be agreed to by Pace and Gold's Gym in writing in advance of purchase, and requires the written approval of Gold's Gym prior to purchase (email sufficient). Gold's Gym authorizes Pace to purchase stock items on behalf of Gold's Gym.

VII. Modification

This Agreement shall not be modified except by a written agreement signed by both Parties.

VIII. Expense Reimbursement

Gold's Gym will reimburse Pace for all pre-approved and necessary expenses (not to exceed actual), such as travel and other out-of-pocket expenses (including but not limited to stock or custom photography) incurred or paid in connection with, or related to, the performance of Services.



IX. Invoicing Schedule (Invoices are due net 30 days.)

For the services stated within this SOW, Pace will issue monthly invoices with line items describing the fees and out of pocket expenses. Within ten (10) business days following the end of the month, Pace will provide a detailed backup of all time entries by role and rate. The fee will be calculated based on actual hours consumed by each Pace resource at the specified rate per resource listed in **Exhibit A** (**"Pace/Gold's Gym 2020 Rate Card"**).

- At any time during the term of this SOW, if Gold's Gym authorizes additional work or there are changes to existing work that both Parties anticipate will cause the estimated annual fees to exceed the estimated annual fee in Section V., then the amount of the increase in the estimated annual fees must be approved in writing in advance by Gold's Gym (email sufficient), and the Parties will execute a change order/amendment to this SOW.

By signing below, each party acknowledges that it has carefully read and fully understands this SOW, and each agrees to be bound by the terms of this SOW.

Gold's Holding Corp.

By: _____

Name: _____

Title: _____

Date: _____

Pace Communications, Inc.

By: _____

Name: Leigh Ann Klee

Title: CFO/COO

Date: _____



EXHIBIT A: Pace/Gold's Gym 2020 Rate Card

Role	Gold's Gym Rate
Client Solutions	
VP, Client Solutions Partner	\$ 168.48
Group Director, Client Solutions Partner	\$ 149.76
Director, Client Solutions Partner	\$ 99.84
Client Solutions Partner	\$ 78.00

Project & Resource Management	
Director of Project Management	\$ 134.16
Program Manager	\$ 99.84
Senior Project Manager	\$ 93.60
Project Manager	\$ 74.88
Creative Resources Manager	\$ 74.88

Planning & Media	
VP, Planning & Media	\$ 156.00
Director, Planning	\$ 131.04
Director of Media	\$ 118.56
Senior Community Manager	\$ 81.12
Social Media Strategist	\$ 81.12
Planner	\$ 81.12
Senior Media Buyer/Planner	\$ 71.76

Strategy & Analytics	
VP, Strategy	\$ 162.24
VP, Strategic Insights	\$ 162.24
Director, Strategic Insights	\$ 149.76
Director, Strategy	\$ 149.76
Associate Director, Strategy	\$ 118.56
Strategist	\$ 87.36
Associate Strategist	\$ 71.76
Director of Technical Analytics	\$ 149.76
Analytics Manager	\$ 102.96
Senior Analyst	\$ 87.36
Analyst	\$ 71.76

Creative - Art	
Executive Creative Director	\$ 177.84
Group Creative Director	\$ 162.24
Creative Director	\$ 146.64
Design Director	\$ 146.64
Associate Creative Director	\$ 109.20
Senior Art Director	\$ 93.60
Art Director	\$ 78.00
Production Artist	\$ 78.00
Senior Designer	\$ 62.40
Designer	\$ 62.40
Photo Editor	\$ 62.40

Research	
Research Analyst	\$ 62.40

Creative - Edit	
Executive Creative Director	\$ 177.84
Group Creative Director	\$ 162.24
Creative Director	\$ 146.64
Creative Consultant	\$ 146.64
Associate Creative Director	\$ 109.20
Senior Editor	\$ 87.36
Editor	\$ 68.64
Associate Editor	\$ 62.40
Copywriter	\$ 78.00
Managing Editor	\$ 81.12
Senior Copy Editor	\$ 81.12
Copy Editor	\$ 62.40

Creative - Video/Studio	
VP, Executive Producer	\$ 177.84
Executive Producer	\$ 134.16
Senior Director/Editor	\$ 93.60
Director/Editor	\$ 78.00
Video Director/Editor	\$ 78.00
Senior Producer	\$ 93.60
Producer	\$ 78.00
Associate Producer	\$ 62.40
CG Artist / Animator	\$ 93.60
Senior Photo Retoucher	\$ 78.00
Photo Producer	\$ 78.00
Studio Manager	\$ 71.76

Digital Production	
VP, Technology	\$ 143.52
Senior Developer	\$ 102.96
Developer	\$ 87.36
Development Operations Engineer	\$ 102.96
Director of Interactive Design	\$ 112.32
Senior UX Designer	\$ 87.36
Lead Interactive Designer	\$ 87.36
Senior Interactive Designer	\$ 87.36
Interactive Designer	\$ 78.00
Senior Manager, QA	\$ 96.72
Senior QA Analyst	\$ 81.12
QA Analyst	\$ 71.76

Print Production	
VP, Production	\$ 143.52
Senior Production Director	\$ 118.56
Production Director	\$ 78.00
Production Manager	\$ 65.52

Finance	
Financial Analyst	\$ 62.40