

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: C100244

7. How much is the claim? \$ \$40,800.00 USD 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.
 Goods Sold - Mobile Marketing Platform

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)?

- No
 Yes (Check one)

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

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) \$ _____
- 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 28 2020
MM / DD / YYYY

Sheri P. Huston
 Signature

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

Name Sheri Huston
First name Middle name Last name

Title Chief Financial Officer

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

Address 1550 Bryant St. #500
Number Street

San Francisco CA 94103
City State ZIP Code

Contact phone 1-844-532-6758 Email Sheri.Huston@leanplum.com

PROOF OF CLAIM FILING INFORMATION FOR

GGI Holdings, LLC

CASE NO. 20-31318

US BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

Debtor Name	Case Number
GGI HOLDINGS, LLC	20-31318-hdh-11
GOLD'S GYM INTERNATIONAL, INC.	20-31319
GOLD'S HOLDING CORP.	20-31320
GOLD'S ALABAMA, LLC	20-31321
GOLD'S GYM FRANCHISING, LLC	20-31322
GOLD'S GYM LICENSING, LLC	20-31323
GOLD'S GYM MERCHANDISING, LLC	20-31324
GOLD'S GYM ROCKIES, LLC	20-31325
GOLD'S LOUISIANA, LLC	20-31326
GOLD'S NORTH CAROLINA, LLC	20-31328
GOLD'S OHIO, LLC	20-31329
GOLD'S OKLAHOMA, LLC	20-31330
GOLD'S ST. LOUIS, LLC	20-31333
GOLD'S SOUTHEAST, LLC	20-31332
GOLD'S TEXAS HOLDINGS GROUP, INC.	20-31337

No claims filing process has yet been established for this case

General Bar Date: TBD

Bar Date for filing Proofs of Interest: TBD

Governmental Bar Date: TBD

Administrative Claims Bar Date: TBD

LEANPLUM

Invoice

Leanplum, Inc.
1550 Bryant St., Suite 500
San Francisco CA 94103
United States

Invoice #: INV8041
Date: 4/1/2020

Bill To
LAURA VANDERSLICE
Gold's Gym International, Inc.
4001 Maple Ave., Suite 200
Dallas TX 75219
United States

Ship To
Laura Vanderslice
Gold's Gym International, Inc.
4001 Maple Ave., Suite 200
Dallas 75219
United States

TOTAL: \$40,800.00

Due Date: 5/1/2020

Payment Term
Net 30

PO #

Quantity	Item	Service Start Date	Service End Date	Rate	Amount
1	Base Usage	4/28/2020	10/27/2020	\$40,800.00	\$40,800.00

Subtotal	\$40,800.00
Tax Total (0%)	\$0.00
Total	\$40,800.00
Amount Due	\$40,800.00

PAYMENT REMITTANCE ADVICE

MAIL TO

Make check payable to **Leanplum Inc.** and mail to:
LEANPLUM, INC.
PO BOX 8479
PASADENA, CA 91109-8479

WIRE INSTRUCTIONS

Bank Name: Comerica Bank
Account Name: Leanplum, Inc.
Account Number: 1895-27775-2
Bank routing Number: 121137522
SWIFT CODE: MNBD US 33
Bank Address: 333 West Santa Clara Street, San Jose, CA 95113

IMPORTANT: Reference Invoice Number on Check/Wire

LEANPLUM**NEW SERVICE ORDER**

Quote Number: Q000901
Name: Quote for Gold's Holding Corp. ("Gold's Gym")
Date: September 21, 2018
Valid Until: September 26, 2018

Leanplum Inc.
 1550 Bryant Street, Ste. 545
 San Francisco, California 94103
 United States
Tel: 415-230-0397

Provided by: John Affourtit
 john@leanplum.com

ACCOUNT	Gold's Holding Corp.
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Bill To: Gold's Holding Corp. Joshua Rider 4001 Maple Ave., Suite 200 Dallas, Texas 75219 United States	Sold To: Gold's Holding Corp. Joshua Rider 4001 Maple Ave., Suite 200 Dallas, Texas 75219 United States
Contract Effective Date: September 28, 2018 Service Activation Date: October 28, 2018 Initial Term: 13 months Auto Renew: Yes Renewal Term: 12 months	Billing Method: Email Payment Method: Wire Transfer Payment Term: Net 30 Currency: USD

Charges				
Name	Type	Price	Billing	Subtotal
Base Usage	Recurring	\$40,800.00	Semi-Annually	\$40,800.00
Email Messaging - Overage Usage	Usage	\$0.001 per Email Message	400,000 Email Messages included per Month	-
MAU - Overage Usage	Usage	\$0.05 per MAU	50,000 MAUs included per Month	-
Push Notifications - Overage Usage	Usage	\$0.001 per Push Notification	100,000 Push Notifications included per Month	-

TOTAL:	\$81,600.00
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LEANPLUM

TERMS & NOTES

Agreement:

This Service Order is governed by the terms of the Subscription Agreement entered into between Leanplum Inc. and Gold's Holding Corp. (the "Agreement"). Capitalized terms not defined herein shall have the meanings assigned in the Agreement.

Leanplum Services:

For the purpose of this Service Order, the Leanplum Service means access to Leanplum's proprietary hosted testing and analytics service, documentation, SDK Materials, the Leanplum Application Programming Interface ("API"), and the Leanplum dashboard, analysis tools and administrative console.

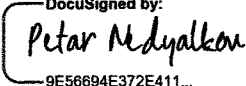
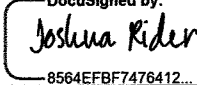
Fees & Payments:

Except as otherwise specified in the Agreement, payment obligations are non-cancelable, fees paid are non-refundable, and the scope of the Base Usage allotments cannot be decreased during the relevant subscription term. In the event that Subscriber's ability to offer the Gold's AMP application in the marketplace is materially hampered, the parties agree to, during the term, negotiate a reasonable reduction of the Base Usage to account for the downturn.

Special Terms & Notes:

Subscriber will be assigned with a dedicated Customer Success Manager and will receive on-boarding (integration, training, instrumentation), continued customer, and technical support as part of the Leanplum Service.

Subscriber will be billed upon signing this Service Order and the Agreement and their first invoice will be due on January 5th, 2019. All other invoices will have Net 30 payment terms.

Leanplum Inc.	Gold's Holding Corp.
Signature:  <small>9E56694E372E411...</small>	Signature:  <small>8564EFBF7476412...</small>
Name: Petar Nedyalkov	Name: Joshua Rider
Title: VP of Operations	Title: SVP, Revenue Management
Date: 9/28/2018	Date: 9/28/2018