

**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, Dallas Division

Case number 20-31320-hdh11

E-Filed on 09/08/2020  
Claim # 331

# 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?** SPM Communications, Inc.  
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?**  No  
 Yes. From whom? \_\_\_\_\_

3. <b>Where should notices and payments to the creditor be sent?</b> <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>Lori Odorisio</u> Name <u>2332 Irving Boulevard Suite 110</u> Number Street <u>DALLAS TX 75207</u> City State ZIP Code Contact phone <u>(214) 379-7000</u> Contact email <u>lori@spmcommunications.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	_____ Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email

4. **Does this claim amend one already filed?**  No  
 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?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_

**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: \_\_\_\_\_

7. **How much is the claim?** \$ 91,200.00. **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.  
Services Performed

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.** \$ 0.00

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:

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.

**Amount entitled to priority**

\$                      0.00

\$                      0.00

\$                      0.00

\$                      0.00

\$                      0.00

\$                      0.00

\* 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 09/08/2020  
MM / DD / YYYY

Lori Odorisio

Signature

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

Name Lori Odorisio  
First name Middle name Last name

Title Controller

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

Address \_\_\_\_\_  
Number Street

City State ZIP Code

Contact phone \_\_\_\_\_ Email \_\_\_\_\_

Attachment 1 - Gold's 2020 contract.pdf

Description -



## Services Agreement

This Services Agreement (the "Agreement") is made by and between **SPM Communications, Inc.** ("SPM") and **Gold's Gym** ("Client") and is effective as of the date indicated below (the "Effective Date"). Throughout this Agreement, SPM and Client may be collectively referred to as "the Parties" and individually as a "Party."

**1. Scope of Work.** SPM will generally provide Client with media relations and communications support to create awareness for and convey brand differentiators. A complete scope of monthly work (the "Services") is attached. Changes in scope that will remain within the specified hours outlined in Section 8 of this Agreement will be agreed upon by both Parties in writing. Other changes in scope of work that require additional hours not included in Section 8 will be negotiated and billed separately as outlined in Section 8(b) of this Agreement. SPM has the right to staff Client's account in its discretion, as it deems appropriate and necessary.

**2. Term.** The term of this Agreement is for a period of twelve (12) months, with an Effective Date as of January 1, 2020, and ending December 31, 2020, provided however, either party may terminate said agreement without cause upon sixty (60) days advance written notice. SPM shall further have the right to suspend services in the event Client is delinquent in the payment of SPM's invoices according to the terms of Section 8 of this Agreement.

**3. Representations and Warranties.** Prior to sending any press releases, media advisories, or related materials, as well as images, social posts, or contracts, to any third party, SPM shall obtain Client approval. Client represents and warrants to SPM that the individual signing this Agreement on its behalf has the authority do so and to legally bind Client to same; and that Client is not a party to any agreement or understanding, written or oral, or to any other restriction that would prevent Client from entering this Agreement or performing its obligations hereunder. Client shall provide SPM with accurate information that may be used by SPM for public relations, marketing, promotions, social media, and other media in connection with the Services provided under this Agreement. The Parties mutually acknowledge and agree that the editorial process does not allow Client or SPM to control the final product or story, whether such publication is broadcast, online or printed, with the rare exception of certain industry publications.

**4. Limitation of Liability.** Except for obligations to make payment under this Agreement, a Party's total aggregate liability for any claim of any kind arising as a result of or related to the services performed hereunder, whether based in contract, warranty, tort, or any other legal or equitable grounds, shall be limited to the amounts received by SPM from Client during the Term. Direct damages subject to this limit shall be a Party's sole and exclusive remedy. In no event shall either Party be liable to the other for loss of revenue or profits, or for other incidental, indirect, special, punitive, or consequential damage of any kind or nature.

**5. Intellectual Property.** Each Party retains all rights in and to its discoveries, improvements, ideas, works of authorship, copyrights, copyrightable works, drawings, inventions, know-how, documents, media lists, methodologies, software, audiovisual materials, video, photographs, sound recordings, marketing materials, and other technology ("Intellectual Property") created, developed, or

SPM Communications, Inc. Letter of Agreement

SPM and Client initial here



conceived prior to the Effective Date or outside the performance of Services. SPM includes as its Intellectual Property media relationships developed over time and media lists that are developed within licensed databases paid for by SPM and which SPM is contractually bound by the licensing agreement not to sell to third parties. SPM assigns to Client its entire right, title, and interest in any writing, invention, design, or other intellectual property (excluding media relationships and media lists) created or developed by SPM for Client under this Agreement ("Work Product") including all patents, copyrights, trade secrets, and other proprietary rights.

**6. Indemnification. (a)** Client agrees to indemnify and hold harmless SPM, its employees, agents, directors, members, managers, shareholders, officers, representatives, assigns, parents, predecessors, and successors from and against any and all loss, damage, expense, liability, claim, or demand whatsoever of or by any third-party arising out of or in any way related to any inaccurate, false, or misleading information provided by Client to SPM, whether or not such loss, damage, expense, liability, claim, or demand is also related to or arises out of SPM's own negligence.

**(b)** Except as otherwise provided in this Agreement, SPM agrees to indemnify and hold Client, its employees, agents, directors, members, managers, shareholders, officers, representatives, assigns, parents, predecessors, and successors, harmless from any and all loss, damage, expense, liability, claim, or demand whatsoever of or by any third party that results solely and directly from SPM's own negligence in its provision of services hereunder.

**7. Non-Solicitation.** Each Party acknowledges and agrees that the other Party has established valuable relationships with its employees, and that such relationships are valuable assets of each Party respectively. Accordingly, each Party covenants and agrees that during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, that Party will not, whether on its own behalf or on behalf of or in conjunction with any other person or entity, directly or indirectly, (i) solicit or recruit any employee of the other Party; or (ii) encourage or help any employee of the other Party to terminate or cease his or her employment.

**8. Payment. (a)** Monthly retainer invoices will be issued in arrears to Client with a work summary. Payment of invoices is due 30 days from invoice date. Client shall retain SPM for \$19,800 per month (**equivalent to approximately 127 hours per month**) to perform the Services outlined in the scope of work. Exact hours are reported to Client to show duties, results and investment in account relationship. Client is *not* billed for monthly SPM time exceeding retainer, nor is refunded in the case SPM works fewer than estimated monthly hours, but actual hours are used for future retainer planning and development. In addition to the agreed-upon monthly retainer, SPM will bill out-of-pocket expenses as detailed below in section (cii).

**(b)** In the event Client requests SPM to perform projects and/or services outside the scope of the Services described in this Agreement ("Additional Services"), before SPM commences any such Additional Services, the Parties shall first agree in writing to (i) the amount to be paid to SPM for such Additional Services ("Additional Services Fee") and (ii) terms for Client's payment of the Additional Services Fee.

**(c)** "Client Expenses" include but are not limited to third-party vendor costs, wire release distribution, photography, video production, printing, shipping and mileage incurred by SPM on Client's behalf.

SPM Communications, Inc. Letter of Agreement

SPM and Client initial here



Expenses will be billed monthly (except as noted in sections c (i) and c (ii) and payment of expenses is due 30 days from invoice date.

- (i) Client Expenses over \$1,000.00, including but not limited to influencer campaigns, travel and paid opportunities, will be estimated, approved and billed in advance and payment is due upon receipt of invoice.
- (ii) Client shall pay for any subscription-based platforms ("Subscription Platforms") to provide Client with media monitoring and reporting, influencer list building and social listening. Subscription Platform fees for January – December 2020 will be included in Client's January 2020 SPM expenses invoice.

(d) Late payment by Client of any amounts due under the terms of this Section 8 will result in a monthly late fee to Client of 1.5 percent (or 18 percent annually) of the total delinquent amount until SPM receives full and final payment, including any outstanding late fees. Client shall have no right of "setoff" for any reason against any amounts owed to SPM. Delinquent payment will be addressed immediately between SPM's controller and Client's designated contact in its accounts payable department, as set out below. If it becomes necessary to put delinquent payments into collections, the Client shall be responsible for all associated fees.

(e) All invoices will be emailed to Allison Dickson to approve and submit invoices for payment at allison.dickson@goldsgym.com and Client designates Alisia Quinley as its accounts payable representative who is empowered to expedite/resolve payment delays or other A/P issues. Contact information includes: (214) 296-5052 and alisia.quinley@goldsgym.com

9. **Notice.** Any notices to be given hereunder by either Party to the other may be sent via email, mail, or by hand delivery. Notices shall be sent:

**To SPM:**  
c/o Lori Odorisio  
2332 Irving Blvd. Ste 110  
Dallas, TX 75207

**To Client:**  
c/o Paul Early  
4001 Maple Avenue, Suite 200  
Dallas, TX 75219

and/or  
lori@spmcommunications.com

and/or  
paul.early@goldsgym.com

10. **Modification and Waiver.** This Agreement may not be modified, altered, or changed except in writing and signed by the Parties wherein specific reference is made to this Agreement. No waiver by either Party of any breach of this Agreement by the other Party shall be deemed a waiver of any other provision.

11. **Governing Law and Jurisdiction.** This Agreement and all claims relating to or arising out of the Agreement, whether sounding in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Texas, excluding that State's choice-of-law principles. If either Party brings against the other Party any proceeding arising under or related to any matter which is the subject of this Agreement, that Party may bring that proceeding exclusively in the state



district court of Texas sitting in Tarrant County, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

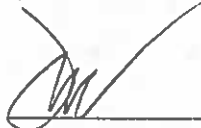
**12. Merger.** This Agreement constitutes, represents, and is intended by Client and SPM to be the complete and final statement and expression of all terms and arrangements between Client and SPM with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior and contemporaneous agreements, understandings, negotiations and discussions between Client and SPM and all such matters are merged into this Agreement. The terms of this Agreement are not to be interpreted, explained or supplemented by evidence of trade usage or prior course of dealings.

**13. Construction and Survival.** This Agreement shall be construed as if drafted by both Parties and shall not be strictly construed against either Party as a result of drafting. Further, all warranties, limitations of liability, and indemnities shall survive the termination or expiration of this Agreement. In addition, every other provision that by its terms is intended to or must survive termination or expiration of this Agreement in order to be given proper meaning or effect shall do so.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**SPM Communications, Inc.**

**Gold's Gym**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Suzanne Miller  
President

Paul Early  
Chief  
Administration  
Officer

Date: 1-31-2020

Date: 1/31/20





Gold's Gym Scope & Budget 2020	
<b>National Integrated Campaigns (3 - January, BFF Day, TBD)</b>	
strategic concept ideation based on Gold's Gym brand marketing push or overarching brand objective	
research, planning, execution and cross-agency/internal coordination (as needed) to execute integrated campaigns	
media and influencer relations outreach, partnership and content recommendations alignment	
collaboration and coordination with internal team as well as agency partners	
<b>Proactive and Reactive Media Relations</b>	
manage all national media requests/inquiries	
provide opportunistic media relations angles and social activation ideas	
press materials development: pitches, press releases, media lists, media mailers, etc.	
interview preparation: message development, talking points, reporter background, sample questions, media training, etc.	
with marketing team, mine for transformation and local human-interest stories and pitch when necessary	
management and coordination of national media spokesperson	
<b>Influencer Strategy</b>	
provide ongoing influencer strategy/counsel and targeted lists when needed	
<b>Crisis Communications*</b>	
systemwide crisis communications protocol refresher (corporate and franchise)	
24-hour media line support	
client counsel and media training, providing on-site support when necessary	
statement preparation and recommendations for all potential crisis situations as well as social media issues	
<b>Measurement &amp; Analytics</b>	
monthly results spreadsheets	
comprehensive quarterly results presentation to client with insights and adjustments	
<b>Account Management</b>	
on-site communications strategy and state-of-the-business meeting for account planning	
weekly status meetings/calls and next steps	
weekly industry news and trends	
ongoing strategy, counsel, brainstorming, to support key initiatives etc.	
attend all-agency meetings as well as brand events e.g. franchise convention	
<b>SPM MONTHLY RETAINER FOR GOLD'S GYM (approx. 127 hours/month)=\$19,800</b>	
*Domestic Crisis Communications – up to 10 hours per month as needed (Domestic Crisis hours over 10 per month will be billed separately at \$250/hour.)	

Attachment 2 - Gold's AMP 2020-signed.pdf

Description -



## Services Agreement

This Services Agreement (the "Agreement") is made by and between **SPM Communications, Inc.** ("SPM") and **GOLD'S AMP (Gold's Gym)** ("Client") and is effective as of the date indicated below (the "Effective Date"). Throughout this Agreement, SPM and Client may be collectively referred to as "the Parties" and individually as a "Party."

**1. Scope of Work.** SPM will generally provide Client with media relations and communications support to create awareness for and convey brand differentiators. A complete scope of monthly work (the "Services") is attached. Changes in scope that will remain within the specified hours outlined in Section 8 of this Agreement will be agreed upon by both Parties in writing. Other changes in scope of work that require additional hours not included in Section 8 will be negotiated and billed separately as outlined in Section 8(b) of this Agreement. SPM has the right to staff Client's account in its discretion, as it deems appropriate and necessary.

**2. Term.** The term of this Agreement is for a period of twelve (12) months, with an Effective Date of January 1, 2020, and ending December 31, 2020, provided however, either party may terminate said agreement without cause upon sixty (60) days advance written notice. SPM shall further have the right to suspend services in the event Client is delinquent in the payment of SPM's invoices according to the terms of Section 8 of this Agreement.

**3. Representations and Warranties.** Prior to sending any press releases, media advisories, or related materials, as well as images, social posts, or contracts, to any third party, SPM shall obtain Client approval. In turn, Client represents and warrants that the information Client provides to SPM is accurate and may be used by SPM for public relations, marketing, promotions, social media, and other media in connection with the Services provided under this Agreement. The Parties mutually acknowledge and agree that the editorial process does not allow Client or SPM to control the final product or story, whether such publication is broadcast, online or printed, with the rare exception of certain industry publications.

**4. Limitation of Liability.** SPM's total aggregate liability for any claim of any kind arising as a result of or related to the services performed hereunder, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the amounts received by SPM from Client for the particular project(s) which form(s) the basis of such claim. Direct damages subject to this limit shall be Client's sole and exclusive remedy. In no event shall SPM be liable to Client for loss of revenue or profits, or for other incidental, indirect, special, punitive, or consequential damage of any kind or nature.

**5. Intellectual Property.** Each Party retains all rights in and to its discoveries, improvements, ideas, works of authorship, copyrights, copyrightable works, drawings, inventions, know-how, documents, media lists, methodologies, software, audiovisual materials, video, photographs, sound recordings, marketing materials, and other technology ("Intellectual Property") created, developed, or conceived prior to the Effective Date or outside the performance of Services. SPM includes as its Intellectual Property media relationships developed over time and media lists that are developed within licensed databases paid for by SPM and which SPM is contractually bound by the licensing

SPM Communications, Inc. Letter of Agreement

SPM and Client initial here

*JV SPM*



agreement not to sell to third parties. SPM assigns to Client its entire right, title, and interest in any writing, invention, design, or other intellectual property (excluding media relationships and media lists) created or developed by SPM for Client under this Agreement ("Work Product") including all patents, copyrights, trade secrets, and other proprietary rights.

**6. Indemnification. (a)** Client agrees to indemnify and hold harmless SPM, its employees, agents, directors, members, managers, shareholders, officers, representatives, assigns, parents, predecessors, and successors from and against any and all loss, damage, expense, liability, claim, or demand whatsoever of or by any third-party arising out of or in any way related to any inaccurate, false, or misleading information provided by Client to SPM, whether or not such loss, damage, expense, liability, claim, or demand is also related to or arises out of SPM's own negligence.

**(b)** Except as otherwise provided in this Agreement, SPM agrees to indemnify and hold Client, its employees, agents, directors, members, managers, shareholders, officers, representatives, assigns, parents, predecessors, and successors, harmless from any and all loss, damage, expense, liability, claim, or demand whatsoever of or by any third party that results solely and directly from SPM's own negligence in its provision of services hereunder.

**7. Non-Solicitation.** Each Party acknowledges and agrees that the other Party has established valuable relationships with its employees, and that such relationships are valuable assets of each Party respectively. Accordingly, each Party covenants and agrees that during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, that Party will not, whether on its own behalf or on behalf of or in conjunction with any other person or entity, directly or indirectly, (i) solicit or recruit any employee of the other Party; or (ii) encourage or help any employee of the other Party to terminate or cease his or her employment.

**8. Payment. (a)** Monthly retainer invoices will be issued in arrears to Client with a work summary. Payment of invoices is due 30 days from invoice date. Client shall retain SPM for \$3,000 per month (**equivalent to approximately 20 hours per month**) to perform the Services outlined in the scope of work. GOLD'S AMP (Gold's Gym) and SPM Communications will reevaluate retainer in June 2020, to discuss potential increase, if warranted. Exact hours are reported to Client to show duties, results and investment in account relationship. Client is not billed for monthly SPM time exceeding retainer, nor is refunded in the case SPM works fewer than estimated monthly hours, but actual hours are used for future retainer planning and development. In addition to the agreed-upon monthly retainer, SPM will bill out-of-pocket expenses as detailed below in section (cii).

**(b)** In the event Client requests SPM to perform projects and/or services outside the scope of the Services described in this Agreement ("Additional Services"), before SPM commences any such Additional Services, the Parties shall first agree in writing to (i) the amount to be paid to SPM for such Additional Services ("Additional Services Fee") and (ii) terms for Client's payment of the Additional Services Fee.

**(c)** "Client Expenses" include but are not limited to third-party vendor costs, wire release distribution, photography, video production, printing, shipping and mileage incurred by SPM on Client's behalf. Expenses will be billed monthly (except as noted in sections c (i) and c (ii) and payment of expenses is due 30 days from invoice date.

SPM Communications, Inc. Letter of Agreement

SPM and Client initial here

*rv* *SM*



(i) Client Expenses over \$1,000.00, including but not limited to influencer campaigns, travel and paid opportunities, will be estimated, approved and billed in advance and payment is due upon receipt of invoice.

(d) Late payment by Client of any amounts due under the terms of this Section 8 will result in a monthly late fee to Client of 1.5 percent (or 18 percent annually) of the total delinquent amount until SPM receives full and final payment, including any outstanding late fees. Client shall have no right of "setoff" for any reason against any amounts owed to SPM. Delinquent payment will be addressed immediately between SPM's controller and Client's designated contact in its accounts payable department, as set out below. If it becomes necessary to put delinquent payments into collections, the Client shall be responsible for all associated fees.

(e) All invoices will be emailed to Laura Vanderslice to approve and submit invoices for payment at Laura.Vanderslice@goldsgym.com and Client designates Ashlee Greer as its accounts payable representative who is empowered to expedite/resolve payment delays or other A/P issues. Contact information includes: (214) 296-5052 and ashlee.greer@goldsgym.com

**9. Notice.** Any notices to be given hereunder by either Party to the other may be sent via email, mail, or by hand delivery. Notices shall be sent:

**To SPM:**  
 c/o Lori Odoriso  
 2332 Irving Blvd., Ste. 110  
 Dallas, TX 75207

**To Client:**  
 Laura Vanderslice  
 4001 Maple Avenue, Suite 200  
 Dallas, TX 75219

and/or  
 lori@spmcommunications.com

and/or  
 Laura.Vanderslice@goldsgym.com

**10. Modification and Waiver.** This Agreement may not be modified, altered, or changed except in writing and signed by the Parties wherein specific reference is made to this Agreement. No waiver by either Party of any breach of this Agreement by the other Party shall be deemed a waiver of any other provision.

**11. Governing Law and Jurisdiction.** This Agreement and all claims relating to or arising out of the Agreement, whether sounding in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Texas, excluding that State's choice-of-law principles. If either Party brings against the other Party any proceeding arising under or related to any matter which is the subject of this Agreement, that Party may bring that proceeding exclusively in the state district court of Texas sitting in Tarrant County, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

**12. Merger.** This Agreement constitutes, represents, and is intended by Client and SPM to be the complete and final statement and expression of all terms and arrangements between Client and SPM with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior and contemporaneous agreements, understandings, negotiations and discussions between

SPM Communications, Inc. Letter of Agreement

SPM and Client initial here 



Client and SPM and all such matters are merged into this Agreement. The terms of this Agreement are not to be interpreted, explained or supplemented by evidence of trade usage or prior course of dealings.

**13. Construction and Survival.** This Agreement shall be construed as if drafted by both Parties and shall not be strictly construed against either Party as a result of drafting. Further, all warranties, limitations of liability, and indemnities shall survive the termination or expiration of this Agreement. In addition, every other provision that by its terms is intended to or must survive termination or expiration of this Agreement in order to be given proper meaning or effect shall do so.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

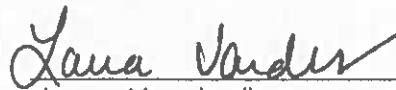
**SPM Communications, Inc.**

**GOLD'S AMP (Gold's Gym)**

By:

  
\_\_\_\_\_  
Suzanne Miller  
President

By:

  
\_\_\_\_\_  
Laura Vanderslice  
Senior Director & Business Unit  
Manager

Date:

1.6.20

Date:

1-6-20





## AMP Monthly Scope & Budget



### Media Relations

Consumer media relations to support app, new features and workouts, industry trends, brand news, etc. (reactive and proactive)

Trade outreach to support new features, design updates, brand news, etc.

Press materials development (pitches, press releases, messaging, talking points)

Interview preparation: coordination of calendars, message development, talking points, reporter background, sample questions, media training, etc.

Facilitate media inquiries and app trial requests

Leverage opportunistic news angles for coverage opportunities

Ongoing media list research, development and updating

### Measurement & Analytics

Identify program KPIs (key performance indicators)

Quarterly media coverage tracker outlining press published for the quarter, outlet, date published, viewership/readership, etc.

### Strategy and Counsel / Account Management

Monthly all-agency calls to discuss communications strategy meetings for account planning, PR planning and strategy development

Ongoing strategy, counsel, brainstorming, to support AMP outreach

Estimated 20 hours/month (rates ranging from \$65-\$300 per hour)

**SPM MONTHLY RETAINER FOR GOLD'S AMP = \$3,000**