

Exhibit 2

EQUINOX**MEMBERSHIP AGREEMENT**

300 E. Colorado Blvd, Pasadena, California 91101

Member #: 1003422100
Membership: Select Access
Start Date: 12/08/2017
Obligation Date: 12/08/2018

Agreement #: 2064941

This AGREEMENT ("Agreement"), made this date, 12-07-2017, by and between Equinox Fitness Pasadena, Inc. d/b/a Equinox Fitness Club located at 300 E. Colorado Blvd, Pasadena, California 91101 (referred to in this Agreement as "Seller", "Equinox" or the "Club") and Jason Rothman, the undersigned Buyer (referred to in this Agreement as "you" or "Buyer" or

Member Name: Jason Rothman
 Street Address: 1330 Eagle Vista
 City, State, ZIP: Los Angeles, CA 90041

Business Phone:
 Home Phone: (310) 666-9659
 Referred By:

Payment Option: Bill Monthly Continuous**Member Payment Details****Amount Due:**

Select Monthly	\$299.84
Select Initiation Fee	\$0.00
Free - Pilates - Private	\$0.00
Free EquiFit	\$0.00
Free PT / Comp	\$0.00

Subtotal:	\$299.84
Sales Tax:	\$0.00
Total:	\$299.84

I, Buyer, authorize my bank to make my Equinox monthly payment by the method indicated below, and post it to my account. With respect to Electronic Funds Transfers for monthly payments, I understand that the monthly dues will be \$169.00 and will be transferred on the 23rd day of each month beginning January 2018.

Authorization for Equinox to Maintain My Credit Card or Bank Account Info on File and to Charge My Credit Card or Bank Account for Additional Goods and Services - In addition to monthly payments for membership fees and dues, I, Buyer, authorize Equinox to keep my credit card or other financial institution information identified below on file and to post charges to such account for the cost of additional goods and services which I, Buyer (or the Member if different), purchase at any Equinox Club.

The monthly dues will continue to be deducted each month at the monthly rate then in effect on the Member's anniversary date. Equinox will provide thirty (30) days' notice to Member of any change in the monthly rate.

I understand this Agreement is for a minimum of twelve (12) months thereafter the membership shall be deemed to be a month-to-month, which I may terminate after the initial twelve (12) months by providing thirty (30) days' written notice either in person at the club or by certified or registered mail to Equinox.

The Additional Membership Agreement Terms set forth below are part of this Agreement and by signing below I acknowledge and agree to abide by all such Additional Membership Agreement Terms.

Type: Visa Card #: *****7867 Valid Thru: 12/2022 Name on Account: Jason Rothman

Member Recurring Dues	Description	Amount	First Billing
	Select Monthly	\$169.00	January 2018



(Member / Buyer Signature)

12-07-2017

Date

>>THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS<<

Buyer may make payments on an installment basis or in a single payment. Paying the full amount may be less expensive, but may involve financial risk for Buyer. Read this notice carefully before making a decision. In deciding whether to make payments on an installment basis, Buyer should be aware that if the Club closes, although the Club will remain legally liable to Buyer for a refund, Buyer may risk losing his or her money if the Club is unable to meet its financial obligations to Members.

Buyer's Right to Cancellation: You, the buyer, may choose to cancel this agreement at any time prior to midnight of the (5th) fifth business day of the health studio after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail, email, or deliver a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. The notice shall be sent via first-class mail, via email (eqxcacancel@equinox.com) or delivered in person to:
Equinox Fitness Clubs, 300 E. Colorado Blvd, Pasadena, California 91101, Attention: General Manager.

BUYER AND MEMBER EACH HEREBY ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH MEMBER/BUYER AND SELLER. MEMBER/BUYER AND SELLER EACH ACKNOWLEDGE THE ADDITIONAL MEMBERSHIP AGREEMENT TERMS SET FORTH ON THE FOLLOWING PAGES. I understand that this Agreement is for a minimum of twelve (12) months, at which time membership may be terminated at any time with thirty (30) days prior written notice by certified or registered mail to the Club.



(Member / Buyer Signature)

12-07-2017

Date

ADDITIONAL MEMBERSHIP AGREEMENT TERMS

1. BUYER'S RIGHT TO CANCELLATION. BUYER MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH (5th) BUSINESS DAY OF EQUINOX AFTER THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. To cancel this Agreement, mail, email or deliver a signed and dated notice that states that you, the Buyer, are canceling this Agreement, or words of similar effect. The notice shall be sent via first class mail, via email (eqxcacancel@equinox.com), or delivered in person to:

Equinox Fitness Clubs, 300 E. Colorado Blvd, Pasadena, California 91101 Attention: General Manager.

Such notice shall be accompanied by the contract forms, membership cards and any other documents evidencing membership previously delivered to the Buyer. All monies paid pursuant to the Agreement shall be refunded within ten (10) days of receipt of such notice of cancellation. If the Buyer has executed any credit or loan agreement to pay for all or part of health club services any such negotiable instrument executed by the Buyer shall also be returned within ten (10) days. If the total value of the contract is between \$1,500 and \$2,000, you have 20 days to cancel the contract. If the total amount of money due is between \$2,001 and \$2,500, you have 30 days to cancel. And if the total amount is equal to or greater than \$2,501 you have 45 days to cancel the contract.

2. ADDITIONAL RIGHTS TO CANCELLATION; Buyer may also cancel this Agreement with thirty (30) days prior written notice by certified or registered mail for any of the following reasons:

- a) If upon doctor's order (which shall be verified), Member cannot physically receive the service because of physical disability.
- b) If Member dies, Buyer or Buyer's estate (as applicable) shall be relieved of any further obligation for payment under the Agreement not then due and owing.
- c) If Member moves his or her residence more than twenty-five miles from any health club operated by Seller (must provide satisfactory proof of new residence).
- d) If, within the first twelve months of your membership, your employment is involuntarily terminated without cause (must provide a letter from former Employer confirming termination of employment and reason for termination);
- e) If the services of the Club cease to be offered as stated in this Agreement.
- f) All monies, including prepaid amounts, paid pursuant to the Agreement cancelled for the reasons in this paragraph shall be promptly refunded (including amounts for use of the facilities and services during the thirty (30) day written notice period), and further provided, that the Club may demand the reasonable cost of goods and services which the Buyer has consumed or wishes to retain after cancellation of the Agreement. In no instance shall the Club demand more than the full Agreement price from the Buyer. If the Buyer has executed any credit or loan agreement to pay for all or part of the health club services, such negotiable instrument executed by the Buyer shall be promptly returned. Promotional / Additional Months: Member agrees that if Member received any free months as an inducement to enter into this Agreement or as a result of referring new members, such free months shall not be considered in computing the amount of any refund to which Member shall be entitled.

3. MEMBER'S HEALTH WARRANTY: Member and/or Buyer each represent that Member is in good health and has no disability, impairment, injury, disease or ailment preventing him/her from engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of use of the Club or its facilities.

4. RULES, REGULATIONS, AND SCHEDULES: Member agrees to abide by all the membership rules, regulations and schedules of the Club, which may be posted at the Club or issued orally, and which may be amended from time to time, at Equinox sole discretion.

5. PRESENTATION OF MEMBERSHIP CARD: No one will be admitted to the Club without displaying a valid membership card or registering as a guest and providing identification.

6. INDEPENDENT CONTRACTORS: From time to time we may make available to members and their guests the services of independent contractors. We do not warrant or guarantee the quality of these services and do not guarantee that these services will remain available to Members or their guests for any period of time, and hereby disclaim all liability arising out of such services.

7. GUESTS: Member's guests are permitted in the club, but only pursuant to such rules, regulations, fees, schedules for such guest as may then be in effect. The Club reserves the right to limit the number of times any one guest can use the Club and reserves the right, in its discretion, to prevent any guest from using a club. All guests must sign in at the front desk and present photo identification prior to using the club.

8. TRANSFER OF MEMBERSHIP: Membership may not be transferred.

9. UPGRADING MEMBERSHIP: A Member may upgrade his or her membership (e.g., Select to All Access Fitness) with the prior consent of management; provided Member/Buyer will be responsible for paying an upgrade fee and for the ongoing payment of any additional monthly fees associated with such upgrade. In addition, transfer to a Club offering only upgraded memberships will result in an upgrade fee and additional monthly fees.

10. BUYER'S OBLIGATIONS: Buyer shall not be relieved of Buyer's obligations to make payments agreed to, and no deduction from any payments shall be made because of Member's failure to use the Club's facilities. (Member dues are for the period of time and are in no way related to or adjusted based on, actual usage of the Club.)

11. PAYMENT FOR CHARGES FOR OTHER GOODS AND SERVICES: Buyer has provided Equinox with its credit card or bank account information for the purpose of paying for goods and services which Buyer (or Member, if different) may purchase at any Equinox Fitness Club. These other charges may include fees for personal training, spa and/or fitness training sessions, retail apparel and other similar items, and food and beverage items. Buyer recognizes and agrees that Equinox will maintain this information in its files and acknowledges Equinox's right to charge the credit card account identified under the Authorizations Section on page 1 of this Agreement at any time and from time to time during the term of my membership.

12. ENTIRE AGREEMENT: Except for the rules, regulations and schedules posted at the Club or issued orally by Equinox from time to time at its discretion, all of which are incorporated into this agreement, this contract constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding. This contract only may be modified in writing executed by a duly authorized representative of Equinox. Employees are not authorized to make any independent agreements with any Member/Buyer.

13. UNPAID BALANCES: Members will not be permitted to use any Club until all fees are current. Buyer and/or Member is obligated to pay any collection and/or legal costs incurred by Equinox for collection of any fees. Annual dues must be paid by 12:00 midnight on the anniversary date or Club privileges will be suspended and a new Initiation Fee will be required. Equinox reserves the right to charge balances and overdue balances to their current account under the Electronic Funds Transfer Authorization. If any check or credit card charge payable to Equinox is not honored, Management will assess a \$25 charge for each check and credit card rejected and collects the current and past-due balance in any subsequent month. To the extent that Buyer and Member is not the same person, Member shall be obligated to make all payments that Buyer fails or has failed to make (including past and future payments for use of the Club).

14. LOCKERS: Lockers are provided solely for the benefit and convenience of Members. Management will remove any articles left in a locker overnight. Members must provide their own lock. Rental lockers cannot be placed on freeze. Locker Rental Fees are non-refundable.

15. VALUABLES AND PERSONAL PROPERTY: Members are urged to avoid bringing valuables onto club premises. Equinox shall not be liable for the loss of or theft of, or damage to, the personal property of member or guests, including items left in lockers, with the coat check or elsewhere in the Club.

16. CHILDREN'S USE: Children under fifteen (15) years of age may use the club only during a previously announced Club-sponsored activity and must be accompanied by their parent AT ALL TIMES. Some children's programs require fees to be paid in advance. Equinox has the right to discontinue usage by any child whose behavior is offensive to any other Member or any child who is unsupervised.



(Member / Buyer Signature)

12-07-2017

Date

17. MEMBERSHIP FREEZE POLICY: Members may temporarily suspend their membership in accordance with the following terms:

- A) You may freeze your membership once per contractual year for a minimum of one (1) month and a maximum of three (3) consecutive months in one-month increments. You will be charged Equinox's then current freeze fee. If you freeze your membership during the first twelve (12) months of your membership, you will be charged regular monthly dues until you meet the one year obligation, after which you will be charged Equinox's then current monthly freeze fee for the period of the freeze. If you have been a member for twelve (12) months or longer on the day the freeze is effective, you will be charged the then current freeze fee up front and billing will be held for the approved duration of your freeze. Freeze fees for the period of the freeze you elect are non-refundable, even if you later reduce the number of months of suspension of your membership.
- B) Your freeze request must be done in person at the Club, online at <http://www.equinox.com> or by certified mail to Equinox - Member Services, One Park Avenue, Mezz Floor, New York, NY 10016 at least five (5) days before the intended freeze start date.
- C) If you are medically unable to use the Club, you can request a medical freeze for up to six (6) months (nine (9) months for pregnancy freeze). You must provide a doctor's letter at the time you request a medical freeze.
- D) You may not freeze your membership for any reason unless your account is in good standing. Members joining as part of a corporate program shall not be permitted to freeze their memberships.
- E) All freeze requests must be made in advance. No retroactive freezes are permitted.

18. GROUP FITNESS RULES: Allow enough time to sign in before each class. Do not enter a class late or leave early unless you give the instructor prior notice. If you are just starting Group Fitness or have a pre-existing injury or problems that prevent full participation, please discuss the situation with the Group Fitness instructor before class. Aerobics shoes must be worn in all Group Fitness Classes.

19. DRESS CODE: Proper athletic attire and footwear is required. No street clothes or dress shoes permitted in the fitness area. Management has the right to prevent the use of any equipment if the proper attire is not worn.

20. PERSONAL TRAINING and SPA SESSIONS: All sales of personal training and spa sessions are final and non-refundable. Personal Training and Spa sessions expire one hundred eighty (180) days from the date of purchase.

- A) 24 HOUR CANCELLATION POLICY. Members may cancel or change the time of the session with a minimum of twenty four (24)-hours' notice. Member will be charged for the full cost of the Session on any late cancellations or no-show appointments.
- B) PAYMENTS. Payment for Sessions is required to be made by the Member on or before the date of the Session. If payment is not otherwise made by the Member, charges for late cancellations or no show appointments for Sessions will be charged to the Member's credit card which is on file with Equinox under the Member's membership agreement. In addition, charges for Sessions which are used by a Member but not otherwise paid for will be charged to the Member's bank account or credit card which is on file with Equinox on the day on which the Session is used.
- C) DISCOUNTS. Equinox may offer discounts on Sessions to Members who purchase a group of Sessions. These discounts only apply to the number of Sessions so purchased as a group. Any further or additional Sessions will be charged at the regular rate then in effect for individual Sessions.
- D) AUTOMATIC APPLICATION. No action is required to be taken by a Member in connection with these regulations.

21. NON-EQUINOX PERSONAL TRAINERS: Use of non-Equinox Personal Trainers in the club is prohibited. Members may not personal train other members.

22. PRICING: After the first twelve (12) months of membership, Equinox reserves the right to increase the monthly or annual fee and will provide thirty (30) days' notice to all Members regarding any such change in pricing; provided that pricing for members who joined as part of a corporate program are subject to the pricing agreement between Seller and Member's employer or corporate sponsor.

23. CORPORATE MEMBERS: If Member is part of a corporate program between Equinox and a third party, then if there is a conflict or inconsistency between this Agreement and the terms and conditions of the letter of agreement between Equinox and such third party, the terms and conditions of the corporate program will govern and control.

24. REVOCATION OF MEMBERSHIP: Equinox reserves the right to revoke and cancel this membership at any time for any reason, in which case Buyer/Member will, no later than fifteen (15) days after such cancellation, receive a refund of all monies paid pursuant to this Agreement (except initiation fee), provided that Seller may retain expenses incurred or the portion of the total price of this Agreement representing the services used or completed, and provided further, that Seller may demand the reasonable cost of goods and services which the Buyer/Member has consumed or wishes to retain after cancellation.

25. WAIVER OF LIABILITY: Member assumes full responsibility for his or her use of the facility and releases Equinox from any and all claims, including those caused in whole or in part, by the negligence of Equinox and shall indemnify Equinox, the owner of the club location the Member is utilizing, its affiliates, agents and employees against any and all liability arising out of use of facilities.

26. COMPLIMENTARY ITEMS: Complimentary items (including, but not limited to spa sessions, personal training sessions, Pilates sessions, complimentary gift cards or other promotional items) may be distributed at the discretion of Equinox and have no cash value. Only members with an active account in good standing may redeem complimentary items in accordance with their terms and complimentary items become null and void upon termination or expiration of membership for any reason.

27. EXCLUSIONS FROM ALL ACCESS MEMBERSHIPS: All Access memberships do not include *E*, Printing House, Century City, West LA, and Irvine. In addition to the health clubs identified in the previous sentence, Equinox may from time to time (in its sole discretion) exclude other Equinox Fitness Club locations (whether existing today or opened in the future) from the All Access Membership class. Member acknowledges and agrees that, once such exclusion is implemented, Member shall not thereafter have the right to use the excluded Equinox Fitness Club location(s), notwithstanding the "all access" designation of her/his membership class.

28. EXCLUSIONS FROM REGIONAL MEMBERSHIPS: Equinox may from time to time (in its sole discretion) exclude Equinox Fitness Club locations (whether existing today or opened in the future) from the Regional Membership class. Member acknowledges and agrees that, once such exclusion is implemented, Member shall not thereafter have the right to use the excluded Equinox Fitness Club location(s), notwithstanding that the excluded health club(s) may be located within Member's geographic region.

29. DESCRIPTION OF SERVICES, FACILITIES AND OPERATING HOURS*: Strength Equipment: Precor, Technogym, Life Fitness, Cybex Bicep Curl, Push Down, Lat Pull Down, Seated Row, Dip/Chin Assist, Chest Press, Lateral Raise, Shoulder Press, Adjustable Cable Crossover, Back Extension, Abdominal, Leg Press, Leg Extension, Leg Curl, Calf Raise, Abductor, Adductor, Glute, Free Weights, etc. Cardiovascular Equipment: Precor, Life Fitness, Stair Master, Sciffit, Treadmills, Elliptical, Stair Climbers, Upright Bikes, Recumbent Bikes, Versa Climber, etc. Other Services: Group Fitness, Yoga, Pilates, Cycling, Spa Services. Buyer and Member hereby acknowledges and agrees that the Club reserves the right to make changes to the type or quantity of classes or equipment offered, and Buyer may not cancel this Agreement because of such changes, provided that such changes are reasonable under the circumstances. The Club's operating hours are as posted in Club. *The type or quantity of classes and/ or equipment set forth in this Description is subject to change. The Services, Facilities and Operating Hours described herein shall be offered within six (6) months after this Agreement has been executed.



(Member / Buyer Signature)

12-07-2017

Date