

**AMENDMENT NO. 1
TO THE
ACTIVE&FIT ENTERPRISE® STATEMENT OF WORK NO. 1
BETWEEN CITY OF MANHATTAN BEACH AND
AMERICAN SPECIALTY HEALTH FITNESS, INC.**

THIS AMENDMENT NO. 1 TO THE ACTIVE&FIT ENTERPRISE STATEMENT OF WORK No. 1 (“Amendment No. 1”) is made and entered into effective January 1, 2026 (the “Effective Date”) by and between City of Manhattan Beach (“CMB”), and American Specialty Health Fitness, Inc. (“ASH Fitness”).

RECITALS

WHEREAS, ASH Fitness and CMB previously entered into the Active&Fit Enterprise Statement of Work No. 1 (“SOW No. 1”) pursuant to a Master Services Agreement (the “Agreement”), both effective January 1, 2025. The Agreement and SOW No. 1 remain in effect today; and

WHEREAS, the Parties desire to amend SOW No. 1 to extend the term of SOW No. 1; to modify the Active&Fit Enterprise Program Features and Services, and to modify the Compensation Exhibit, and

NOW, THEREFORE, effective January 1, 2026, the Parties hereby agree to amend SOW No. 1, as follows:

AMENDMENT

1. Definitions. Defined terms used in this Amendment No. 1 shall have the same meaning as in SOW No. 1 unless otherwise specifically defined herein.
2. Amendment to the Active&Fit Enterprise SOW No. 1:
 - a. . Amendment to Paragraph 6.01. Paragraph 6.01 **Term** is revised to read as follows:

“6.01 **Term.** The term of this Agreement shall commence on January 1, 2026, and end on December 31, 2026.
 - b. Replacement of Attachment 1. Attachment 1 Active&Fit Enterprise Program Features and Services is hereby deleted in its entirety and is replaced by Attachment 1 Active&Fit Enterprise Program Features and Services attached hereto.
 - c. Replacement of Attachment 3. Attachment 3 Active&Fit Enterprise Compensation is hereby deleted in its entirety and is replaced by Attachment 3 Active&Fit Enterprise Compensation attached hereto.

3. Entire Agreement. Except as modified by this Amendment No. 1, all terms and conditions of SOW No. 1 shall remain in full force and effect. This Amendment No. 1 may not be modified except in writing signed by both Parties hereto. This Amendment No. 1, SOW No. 1, the Agreement, and exhibits and schedules thereto constitute the entire agreement of the Parties with respect to the subject matter contained therein and supersede any and all prior or contemporaneous agreements between the Parties, whether oral or written, concerning the subject matter contained herein.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, are signing this Amendment No. 1 as of the dates set forth below.

City:

ASH Fitness:

City of Manhattan Beach,
a California municipal corporation

American Specialty Health Fitness, Inc.,
a Delaware Corporation

Signed by:
By: Talyn Mirzakhanian, City Manager
E8FEFD107389443...
Name: Talyn Mirzakhanian
Title: City Manager
Date: 2/18/2026

By: George Devries
Name: George Devries
Title: Chairman, CEO & President
Date:

ATTEST:

DocuSigned by:
By: Liza Tamura, City Clerk
075D2FE80D8446B...
Name: Liza Tamura
Title: City Clerk
Date: 2/23/2026

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney
C24C8E263545445...
Name: Quinn M. Barrow
Title: City Attorney
Date: 2/18/2026

APPROVED AS TO FISCAL IMPACT:

Signed by:
By: Libby Bretthauer, Finance Director
110B10F3F0AC450...
Name: Libby Bretthauer
Title: Finance Director
Date: 2/18/2026

APPROVED AS TO CONTENT:

DocuSigned by:
By: Lisa Jenkins
B410076654F642A...
Name: Lisa Jenkins
Title: Human Resources Director
Date: 2/17/2026

**STATEMENT OF WORK NO. 1
ATTACHMENT 1**

ACTIVE&FIT ENTERPRISE PROGRAM FEATURES AND SERVICES

The following is provided as part of the Active&Fit Enterprise Program:

- **Active&Fit Enterprise Fitness Location Network.** Access to the Active&Fit Enterprise Network may include but is not limited to:
 - Access to the Active&Fit Enterprise Standard network
 - Access to the Active&Fit Enterprise Premium network, as applicable
- **Fitness Instructor Network (“ActiveOptions Network”).** Access to Fitness Instructors in our ActiveOptions Network for group exercise classes available to Enrolled Members. Fitness Instructors shall offer at least 2 classes per week at locations which are not in a traditional Fitness Location setting (e.g. community centers, recreation centers, senior centers, assisted living centers, churches and parks).
- **Member Surveys.** ASH Fitness will send the following surveys to members:
 - Outcomes Surveys – to be provided annually
 - Satisfaction Surveys – to be provided annually
 - Coaching Surveys – to be provided quarterly where CMB has selected coaching
- **Active&Fit Enterprise Home Fitness Kits.** Registered Members and Enrolled Members can select one (1) home fitness kit each year. Home Fitness Kits are based on availability which could be impacted by tariffs, trade practices, and other factors.
- **Workout Plans.** Registered Members will have access to an online feature that helps guide them with beginning a fitness program or with moving from one level of fitness activity to the next level. Registered Members will be provided a customized program for their preferred exercise, including instructions on getting started and online workout videos.
- **Active&Fit Enterprise Digital Fitness Program.** Registered Members and Enrolled Members have access to a library of digital workout videos and individual exercise videos available through Active&Fit Enterprise.
- **Quarterly Newsletter.** Access to a quarterly newsletter through the Active&Fit Enterprise web site containing fitness and general wellness education content.

- Active&Fit Enterprise Connected!™. Access to Active&Fit Enterprise Connected!™, a mechanism for Registered and Enrolled Members to aggregate sources of fitness data for tracking purposes through the Active&Fit Enterprise website. The following data can be tracked:
 - Fitness Location Visit Tracking; and
 - Wearable Devices and Application Tracking.

Registered and Enrolled Members may view their activity data on the website by granting permission to the device or application manufacturer to share with ASH Fitness the data collected. To access, Registered Members and Enrolled Members must use approved wearable devices and agree to the online terms and conditions through the Active&Fit Enterprise Website. ASH FITNESS MAKES THIS FEATURE AVAILABLE ON AN AUXILIARY BASIS OUTSIDE THE CORE PROGRAM. USE OF THIS FEATURE IS NOT REQUIRED FOR ACCESS TO THE ACTIVE&FIT ENTERPRISE PROGRAM, INCLUDING ENROLLMENT, FITNESS CENTER SEARCH, AND ANY OTHER CORE COMPONENT OF THE PROGRAM AND AS SUCH IS NOT INTENDED BY THE PARTIES TO BE SUBJECT TO THE SAME ACCESS STANDARDS AS CORE FEATURES.

- Active&Fit Enterprise ASHSync™ Mobile App. Access to an ASH proprietary mobile application for Apple devices only for the purpose of syncing Apple device activity. ASHSync™ Mobile App augments existing website and call center access to the Active&Fit Enterprise program. ASH FITNESS MAKES THIS FEATURE AVAILABLE ON AN AUXILIARY BASIS OUTSIDE THE CORE PROGRAM. USE OF THIS FEATURE IS NOT REQUIRED FOR ACCESS TO THE ACTIVE&FIT ENTERPRISE PROGRAM, INCLUDING ENROLLMENT, FITNESS CENTER SEARCH, AND ANY OTHER CORE COMPONENT OF THE PROGRAM AND AS SUCH IS NOT INTENDED BY THE PARTIES TO BE SUBJECT TO THE SAME ACCESS STANDARDS AS CORE FEATURES.
- Active&Fit Enterprise Well-Being Coaching. Access to telephonic coaching assist with weight management, stress management, sleep hygiene, nutrition, fitness, and other topics with the help of trained health coaches. ASH FITNESS MAKES THIS FEATURE AVAILABLE ON AN AUXILIARY BASIS OUTSIDE THE CORE PROGRAM. USE OF THIS FEATURE IS NOT REQUIRED FOR ACCESS TO THE ACTIVE&FIT ENTERPRISE PROGRAM, INCLUDING ENROLLMENT, FITNESS CENTER SEARCH, AND ANY OTHER CORE COMPONENT OF THE PROGRAM AND AS SUCH IS NOT INTENDED BY THE PARTIES TO BE SUBJECT TO THE SAME ACCESS STANDARDS AS CORE FEATURES.

**STATEMENT OF WORK NO. 1
ATTACHMENT 3**

ACTIVE&FIT ENTERPRISE COMPENSATION

CAPITATION RATE MODEL

ACTIVE&FIT ENTERPRISE PMPM FEE		
Standard Network – Multi Location Access Premium Network		
Estimated Membership	Monthly Member Fee	Health Plan (PMPM Fee)
400	Standard Network Fitness Location – \$20 Home Fitness Kit – \$ 0	\$9.30

PER MEMBER PER MONTH (PMPM) Fees/Payments. CMB shall make payment to ASH Fitness in accordance with Section 4.01 of SOW No. 1 and the above fee schedule on or before the last day of each month based upon the number of Eligible Members reported on the eligibility file for each respective month. Such payment shall be accompanied by an electronic file containing Eligible Member specific accounting of payments by CMB including any retroactive payments or credits. CMB shall pay the greater of 1) the PMPM fees listed in the table above, or 2) \$3,500 per month, whichever amount is higher.

The PMPM fee listed in the above table is based on CMB offering Active&Fit Enterprise to its entire commercial population and the membership data provided by CMB for the purposes of pricing the Active&Fit Enterprise program. The fee above is based on both Parties' assumption that 400 members will be eligible for the Active&Fit Enterprise program. Should the average number of Eligible Members differ from the assumed membership by 15% or more, the Parties reserve the right to renegotiate the PMPM fees paid by CMB to ASH Fitness. Where the Parties cannot agree on a new rate, this Agreement shall terminate with cause in accordance with Article 3(b) of the Agreement.

SELECT PREMIUM FITNESS LOCATION NETWORK. PMPM Rates listed above support the inclusion of the Premium Fitness Location Network contracted Fitness Locations requested by CMB to participate in the Active&Fit Enterprise standard network listed below. Premium Fitness Locations included in the PMPM fees above are limited to these listed Fitness Locations below.

FITNESS LOCATION
AFTERBURN FITNESS - SOUTH BAY 1133 Artesia Boulevard Manhattan Beach, CA 90266
CLUB PILATES – MANHATTAN BEACH 903 N. Sepulveda Boulevard Manhattan Beach, CA 90266

CUSTOMIZATION OPTIONS

Fees For Ad Hoc Services	\$125 Per Hour (Total Projected Costs Based On The Entire Scope Of The Project Will Be Provided To Client Prior To Start Of Project)
Printing or Shipping Costs (Beyond Standard Program)	130% Of Actual Costs
Engage! Creative Group Support (Beyond Allotted Co-Branded Marketing Pieces Per Year)	\$125 Per Hour