BEFORE THE ADMINISTRATOR OF CONSUMER CREDIT
STATE OF OKLAHOMA

FILED
APR 01 2014
STATE OF OKLAHOMA
DEPARTMENT OF
CONSUMER CREDIT

STATE OF OKLAHOMA, ex rel, DEPARTMENT OF CONSUMER CREDIT	)	
Petitioner	)	
v.	)	Case No. 14-0060-DIS
CROSSFIT NATIVE, LLC,	)	
Respondent	)	

CONSENT ORDER

The Petitioner, State of Oklahoma, ex rel., Department of Consumer Credit ("Petitioner") and the Respondent, Crossfit Native, LLC, enter into this Consent Order as an informal disposition of this individual proceeding to avoid litigation. The Respondent agrees to waive its right to a hearing under the Oklahoma Administrative Procedures Act and both parties agree as follows:

(1) The Petitioner restates and incorporates by reference the allegations made by the Petitioner in the Notice of Hearing filed in this matter:

i. The Respondent is a domestic limited liability company, with an inactive filing status with the Oklahoma Secretary of State, filing number 3512258321, transacting business at 8037 Northwest Expressway, Oklahoma City, Oklahoma 73162.

ii. The Respondent was previously registered as a health spa in the State of Oklahoma at 6103 NW 58th Street, Warr Acres, Oklahoma 73122, registration number SPA00547.

iii. A delinquency notice dated January 15, 2014 was submitted by the Petitioner to the Respondent indicating that the Respondent's license renewal application was not submitted with all fees and postmarked on or before December 1, 2013. The delinquency notice further stated that the Respondent's license would expire fifteen (15)

days from the date of the delinquency notice unless the Respondent submitted a renewal application and all fees, postmarked on or before February 3, 2014.

iv. On January 23, 2014, Kirk A. Suiter, the owner of the Respondent, submitted an electronic mail notification to the Petitioner confirming receipt of the delinquency notice submitted by the Petitioner on January 14, 2014. Mr. Suiter further stated that as a result to an amendment made to the Oklahoma Health Spa Act at 59 O.S. 2001(5)(h) by House Bill 1639, the Oklahoma Health Spa Act no longer applied to the Respondent since the term health spa does not include any facility that only offers month-to-month memberships and does not charge any application, process, cancellation, or other services fees. Mr. Suiter further stated that in accordance with House Bill 1639, he would not be renewing the health spa license of the Respondent.

v. The Respondent maintains an Internet website at www.crossfitnative.com.

vi. On March 26, 2014, the Respondent's Internet website at www.crossfitnative.com, attached and incorporated by reference herein, includes, but is not limited to, the following information:

(a) Limited time offer, Free Foundations Class with Purchase of 12 Month Membership

(b) Foundations class schedule. Foundations class provides new clients a solid foundation in the movements and upon completion allows them to seamlessly transition into the fast paced CrossFit group classes. Each session includes a warm-up, skill instruction-review, workout and stretching-cool down. At Crossfit Native we offer two different ways for you to get started in one of our Foundations classes:

Foundations Group Class-6:30 p.m.-Monday-Tuesday-Wednesay-Thursday

Foundations 1-on-1 Class- Can't make it to the Foundations Group Class? No problem! We will custom build you your own Foundations schedule.

Foundations classes include:

Monday-Squat Clinic: Air squat-Front squat-Overhead Squat-Back Squat

Tuesday-Press Clinic: Shoulder press-Push Press-Push Jerk
Wednesday-DeadLift Clinic: Deadlift-Sumo Deadlift High Pull-WallBall Cleans

Thursday-Olympic Weightlifting: Burgener Warm Up-Snatch-Clean & Jerk

(c) Membership information as follows:

1A-Adult-12 Months-$125 per month, Start: 3/26/2014-End: 3/26/2015. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 3/26/2015 Contract Duration and Automatic Renewal: Contract is in force for 12 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1A - Adult - 12 Months - $125 per month for $125.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1A - Adult - 12 Months - $125 per month for $125.00, as an automatic charge to my credit card account each month for a contract period of 12 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e)

FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY

1B - Adult - 9 Months - $140 per month Start: 3/26/2014 - End: 12/26/2014 $140.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/27/2014 Contract End Date: 12/27/2014 Contract Duration and Automatic Renewal: Contract is in force for 9 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1B - Adult - 9 Months - $140 per month for $140.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1B - Adult - 9 Months - $140 per month for $140.00, as an automatic charge to my credit card account each month for a contract period of 9 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1C - Adult - 6 Months - $155 per month Start: 3/26/2014 - End: 9/26/2014 $155.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 9/26/2014 Contract Duration and Automatic Renewal: Contract is in force for 6 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1C - Adult - 6 Months - $155 per month for $155.00 via Client authorized

automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1C - Adult - 6 Months - $155 per month for $155.00, as an automatic charge to my credit card account each month for a contract period of 6 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1D - Adult - 3 Months - $170 per month Start: 3/26/2014 - End: 6/26/2014 $170.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 6/26/2014 Contract Duration and Automatic Renewal: Contract is in force for 3 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1D - Adult - 3 Months - $170 per month for $170.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1D - Adult - 3 Months - $170 per month for $170.00, as an automatic charge to my credit card account each month for a contract period of 3 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1E - Adult - 1 Month - $185 per month Start: 3/26/2014 - End: 4/26/2014 $185.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 4/26/2014 Contract Duration and Automatic Renewal: Contract is in force for 1 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1E - Adult - 1 Month - $185 per month for $185.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1E - Adult - 1 Month - $185 per month for $185.00, as an automatic charge to my credit card account each month for a contract period of 1 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1F - MIL-LEO-FF-FTS-FTT - 12 Months - $100 pm Start: 3/26/2014 - End: 3/26/2015 $100.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 3/26/2015 Contract Duration and Automatic Renewal: Contract is in force for 12 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1F - MIL-LEO-FF-FTS-FTT - 12 Months - $100 pm for $100.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to

purchase the 1F - MIL-LEO-FF-FTS-FTT - 12 Months - $100 pm for $100.00, as an automatic charge to my credit card account each month for a contract period of 12 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1G - MIL-LEO-FF-FTS-FTT - 9 Months - $115 pm Start: 3/26/2014 - End: 12/26/2014 $115.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 12/26/2014 Contract Duration and Automatic Renewal: Contract is in force for 9 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1G - MIL-LEO-FF-FTS-FTT - 9 Months - $115 pm for $115.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1G - MIL-LEO-FF-FTS-FTT - 9 Months - $115 pm for $115.00, as an automatic charge to my credit card account each month for a contract period of 9 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1H - MIL-LEO-FF-FTS-FTT - 6 Months - $130 pm Start: 3/26/2014 - End: 9/26/2014 $130.00 per month. Between: and Crossfit Native for Monthly Membership.

Contract Start Date: 3/26/2014 Contract End Date: 9/26/2014 Contract Duration and Automatic Renewal: Contract is in force for 6 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1H - MIL-LEO-FF-FTS-FTT - 6 Months - $130 pm for $130.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1H - MIL-LEO-FF-FTS-FTT - 6 Months - $130 pm for $130.00, as an automatic charge to my credit card account each month for a contract period of 6 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1I - MIL-LEO-FF-FTS-FTT - 3 Months - $145 pm Start: 3/26/2014 - End: 6/26/2014 $145.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 6/26/2014 Contract Duration and Automatic Renewal: Contract is in force for 3 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1I - MIL-LEO-FF-FTS-FTT - 3 Months - $145 pm for $145.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1I - MIL-LEO-FF-FTS-FTT - 3 Months - $145 pm for $145.00, as an automatic charge to my credit card account each month for a contract period of 3 months. (b) I

hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1J - MIL-LEO-FF-FTS-FTT - 1 Month - $160 pm Start: 3/26/2014 - End: 4/26/2014 $160.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 4/26/2014 Contract Duration and Automatic Renewal: Contract is in force for 1 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1J - MIL-LEO-FF-FTS-FTT - 1 Month - $160 pm for $160.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1J - MIL-LEO-FF-FTS-FTT - 1 Month - $160 pm for $160.00, as an automatic charge to my credit card account each month for a contract period of 1 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1K - Youth - 12 Months - $75 pm Start: 3/26/2014 - End: 3/26/2015 $75.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 3/26/2015 Contract Duration and Automatic Renewal: Contract is in force for 12 months from the Contract Start Date, with automatic renewal

for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1K - Youth - 12 Months - $75 pm for $75.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1K - Youth - 12 Months - $75 pm for $75.00, as an automatic charge to my credit card account each month for a contract period of 12 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1L - Youth - 9 Months - $90 pm Start: 3/26/2014 - End: 12/26/2014 $90.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 12/26/2014 Contract Duration and Automatic Renewal: Contract is in force for 9 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1L - Youth - 9 Months - $90 pm for $90.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1L - Youth - 9 Months - $90 pm for $90.00, as an automatic charge to my credit card account each month for a contract period of 9 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d)

I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1M - Youth - 6 Months - $105 pm Start: 3/26/2014 - End: 9/26/2014 $105.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 9/26/2014 Contract Duration and Automatic Renewal: Contract is in force for 6 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1M - Youth - 6 Months - $105 pm for $105.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1M - Youth - 6 Months - $105 pm for $105.00, as an automatic charge to my credit card account each month for a contract period of 6 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1N - Youth - 3 Months - $120 pm Start: 3/26/2014 - End: 6/26/2014 $120.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 6/26/2014 Contract Duration and Automatic Renewal: Contract is in force for 3 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1N - Youth - 3 Months - $120 pm

for $120.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1N - Youth - 3 Months - $120 pm for $120.00, as an automatic charge to my credit card account each month for a contract period of 3 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

1O - Youth - 1 Month - $135 pm Start: 3/26/2014 - End: 4/26/2014 $135.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 4/26/2014 Contract Duration and Automatic Renewal: Contract is in force for 1 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 1O - Youth - 1 Month - $135 pm for $135.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 1O - Youth - 1 Month - $135 pm for $135.00, as an automatic charge to my credit card account each month for a contract period of 1 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY.

2A - ADULT - 12 Months - $100 per month Start: 3/26/2014 - End: 3/26/2015 $100.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 3/26/2015 Contract Duration and Automatic Renewal: Contract is in force for 12 months from the Contract Start Date, with automatic renewal for subsequent months. Automatic Renewal of contract is in effect and can be canceled (only after the first contract duration) upon request by client with a 14 day written notice prior to the Auto Payment Date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 2A - Adult - 12 Months - $100 per month for $100.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 2A - Adult - 12 Months - $100 per month for $100.00, as an automatic charge to my credit card account each month for a contract period of 12 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. (e) FAILURE TO HONOR YOUR CONTRACT WILL BE SENT TO OUR COLLECTIONS DEPARTMENT ADDITIONAL FEES WILL APPLY

5B. Marine Corps Recruit - $75 Unlimited Start: 3/26/2014 - End: 3/26/2015 $75.00 per month. Between: and Crossfit Native for Monthly Membership. Contract Start Date: 3/26/2014 Contract End Date: 3/26/2015 Contract Duration and Automatic Renewal: Contract is in force for 12 months from the Contract Start Date, with automatic renewal for subsequent months, unless cancelled by either or Crossfit Native, with notification IN WRITING at least 14 days in advance of the next billing date. Agreement to Pay Recurring Fees: agrees to pay Crossfit Native monthly recurring fees as follows: 5B. Marine Corps Recruit - $75 Unlimited for $75.00 via Client authorized automatic credit card. Payment in monthly increments by any means other than Client's credit card is not permitted. Please read and sign below. (a) I agree to purchase the 5B. Marine Corps Recruit - $75 Unlimited for $75.00, as an

automatic charge to my credit card account each month for a contract period of 12 months. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a $10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. Signature: _____ Date: _____

Printed Name: _____ Freeze your Auto Pay To freeze your auto pay, a completed request must be submitted in writing at least 14 days in advance of your next billing date in order for your request to be effective for the following month. Billing date is based on your activation date listed below.

vii. As of March 27, 2014, the Respondent is not registered as a health spa in the State of Oklahoma.

viii. Since the Respondent has failed to register as a health spa and is engaging and/or offering to engage as a health spa in the State of Oklahoma, the public health, safety and welfare imperatively requires emergency action ordering the Respondent to cease and desist from engaging in the business of a health spa in the State of Oklahoma pending the final outcome of this individual proceeding.

(2) The Respondent does not admit to the allegations made by the Petitioner in the Notice of Hearing filed in this matter and incorporated by reference in this Consent Order.

(3) The Respondent agrees to pay a $500.00 civil penalty, payable to the Oklahoma Department of Consumer Credit, on or before April 1, 2013.

(4) The payment shall be made payable by check or money order to the Oklahoma Department of Consumer Credit, shall indicate the payment is for Case Number 14-0060-DIS and shall be addressed to the attention of Roy John Martin, General Counsel, Department of Consumer Credit, 3613 N.W. 56th Street, Suite 240, Oklahoma City, Oklahoma 73112.

(5) The Respondent agrees to submit a health spa registration application with applicable registration fees on or before April 1, 2013. The health spa registration and applicable registration fees shall be submitted to the attention of Roy John Martin, General Counsel, Department of Consumer Credit, 3613 N.W. 56th Street, Suite 240, Oklahoma City, Oklahoma 73112.

(6) A file stamped copy of this Consent Order will be returned by United States mail to the Respondent upon signature of the Administrator of the Department of Consumer Credit or the Deputy Administrator of the Department Consumer Credit.

(7) If the Respondent fails to comply with the terms of this Consent Order, the Administrator of the Department of Consumer Credit is authorized to file an application to enforce this Consent Order in the District Court of Oklahoma County, Oklahoma in accordance with the provisions of 59 O.S. § 2009(G) of the Oklahoma Health Spa Act.

OKLAHOMA DEPARTMENT OF CONSUMER CREDIT
OKLAHOMA CITY, OKLA.

Scott Lesher
Administrator
State of Oklahoma
Department of Consumer Credit

Dated: 4/1/14

Crossfit Native, LLC

Dated: 1 Apr 2014

VERIFICATION OF CONSENT ORDER, CASE NUMBER 14-0060-DIS

STATE OF)
)
COUNTY OF)

Signed and sworn to (or affirmed) before me on April 1, 2014 by Kirk A. Suiter of Crossfit Native, LLC.

Affiant

(Seal, if any)

Notary Public

My commission expires:

4-14-16

ANGELA J. DUGAN
NOTARY
08003596
EXP. 04/14/16
PUBLIC
STATE OF OKLAHOMA