

Part II Organizational Action (continued)

17 List the applicable Internal Revenue Code section(s) and subsection(s) upon which the tax treatment is based ▶
SEE STATEMENT ATTACHED

18 Can any resulting loss be recognized? ▶ SEE STATEMENT ATTACHED

19 Provide any other information necessary to implement the adjustment, such as the reportable tax year ▶ SEE STATEMENT ATTACHED

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here
 Signature ▶ *Steve Kerzman* Date ▶ 12/27/2017
 Print your name ▶ STEVE KERZMAN Title ▶ SENIOR TAX DIRECTOR

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

LIFE TIME, INC.

EIN: 41-1689746

Attachment to Form 8937

Report of Organizational Actions Affecting Basis of Securities

Debt Instrument: Term Loan

Disclaimer: The information contained in Form 8937 and this attachment does not constitute tax advice and does not purport to take into account any lender's specific circumstances. Lenders are urged to consult their own tax advisors regarding U.S. tax consequences of the amendment described herein and the impact to tax basis resulting from the amendment.

LIFE TIME, INC.

EIN: 41-1689746

Attachment to Form 8937

Report of Organizational Actions Affecting Basis of Securities

Debt Instrument: Term Loan

Form 8937, Part II, Line 14

On June 10, 2015, Life Time, Inc. (the "Issuer") (formerly known as Life Time Fitness, Inc. and a wholly-owned subsidiary of LTF Holdings, Inc.) and certain lenders entered into a Credit Agreement (the "Credit Agreement") that provided for a first lien term loan with an initial principal amount of \$1,250,000,000 (CUSIP 50218KAB4) (the "Term Loan"). On June 9, 2016, the Issuer executed an amendment to the Credit Agreement (the "2016 Amendment"), whereby, among other things, the principal amount was increased by \$100,000,000. On January 27, 2017, the Issuer executed a fourth amendment to the Credit Agreement (the "January 2017 Amendment"), whereby, among other things, the Applicable Rate on the Term Loan was decreased by 25 basis points. On November 15, 2017, the Issuer executed a fifth amendment to the Credit Agreement (the "November 2017 Amendment"), whereby, among other things, the Applicable Rate on the Term Loan was decreased by an additional 25 basis points, which when combined with the January 2017 Amendment, results in an aggregate reduction in the Applicable Rate of 50 basis points. As a result of the November 2017 Amendment, for U.S. Federal income tax purposes, the Term Loan was treated as retired in exchange for a new term loan (CUSIP 50218KAD0) (the "New Term Loan"). The Issuer did not pay any cash consideration to participating lenders ("Participating Lenders") in connection with the November 2017 Amendment.

At the time of the November 2017 Amendment, the Term Loan had an outstanding principal balance of \$1,320,515,625.

Form 8937, Part II, Line 15

To the extent that the Term Loan and the New Term Loan constitute "securities" for purposes of the rules providing for tax-free recapitalizations under section 368(a)(1)(E) ("Tax Securities"), the November 2017 Amendment likely qualifies as a tax-free recapitalization. To the extent that either the Term Loan or the New Term Loan are not Tax Securities, the November 2017 Amendment does not qualify as a tax-free recapitalization.

To the extent the November 2017 Amendment is a tax-free recapitalization, each Participating Lender's aggregate tax basis in the New Term Loan will generally equal such Participating Lender's aggregate adjusted tax basis in the Term Loan immediately prior to the deemed exchange (tax basis is also adjusted for cash received and gain recognized, which is not relevant to the November 2017 Amendment).

To the extent the November 2017 Amendment is not a tax-free recapitalization, each Participating Lender will recognize gain or loss upon the deemed receipt of its portion of the New Term Loan. In that event, each Participating Lender's tax basis in its portion of the Term Loan will be extinguished and the Participating Lender's tax basis in the New Term Loan will equal the issue price of the New Term Loan.

The Issuer intends to treat the Term Loan and New Term Loan as Tax Securities such that the November 2017 Amendment qualifies as a tax-free recapitalization. Participating Lenders should consult their tax advisors to determine the tax consequences of the November 2017 Amendment to them.

Form 8937, Part II, Line 16

To the extent the November 2017 Amendment is a tax-free recapitalization under section 368(a)(1)(E), each Participating Lender's aggregate tax basis in the New Term Loan will generally equal such Participating Lender's aggregate adjusted tax basis in the Term Loan immediately prior to the deemed exchange (tax basis is also adjusted for cash received and gain recognized, which is not relevant to the November 2017 Amendment).

To the extent the November 2017 Amendment is not a tax-free recapitalization, each Participating Lender will recognize gain or loss upon the deemed receipt of its portion of the New Term Loan. In that event, each Participating Lender's tax basis in its portion of the Term Loan will be extinguished and the Participating Lender's tax basis in the New Term Loan will equal the issue price of the New Term Loan.

The Issuer intends to treat the Term Loan and New Term Loan as Tax Securities such that the November 2017 Amendment qualifies as a tax-free recapitalization. Participating Lenders should consult their tax advisors to determine the tax consequences of the November 2017 Amendment to them.

Form 8937, Part II, Line 17

Sections 354, 358, 368, 1001 and 1012.

Form 8937, Part II, Line 18

The November 2017 Amendment generally should not result in a loss to Participating Lenders to the extent the November 2017 Amendment is a tax-free recapitalization. To the extent the November 2017 Amendment is not a tax-free recapitalization, the November 2017 Amendment may result in a loss to a Participating Lender to the extent such Participating Lender's tax basis in the Term Loan exceeds the issue price of the New Term Loan received in exchange therefor.

LIFE TIME, INC.
Tax Information Statement
Pursuant to Treas. Reg. § 1.1273-2(f)(9)

Life Time, Inc. (the “Issuer”) (formerly known as Life Time Fitness, Inc. and a wholly-owned subsidiary of LTF Holdings, Inc.) is providing this statement to inform holders of its first lien term loan due 2022 (the “Term Loan”) of the issue price of the Term Loan issued pursuant to the Fifth Amendment to the Credit Agreement dated November 15, 2017 (the “Fifth Amendment”). The Fifth Amendment reduced the Applicable Rate on the Term Loan by 25 basis points. When the rate reduction pursuant to the Fifth Amendment is combined with the 25 basis point reduction in the Applicable Rate pursuant to the Fourth Amendment to the Credit Agreement dated January 27, 2017, the aggregate reduction in the Applicable Rate is 50 basis points. Therefore, the Fifth Amendment results in a significant modification for purposes of section 1001 of the Internal Revenue Code and Treas. Reg. § 1.1001-3. Accordingly, the Fifth Amendment results in an exchange of the unmodified Term Loan for the modified Term Loan for federal income tax purposes.

The issue price of the modified Term Loan was determined pursuant to section 1273 and Treas. Reg. § 1.1273-2(a)(1). Specifically, the issue price was determined under the rules applying to debt issued for cash. In this case, a substantial amount of the Term Loan was issued for cash in connection with the Fifth Amendment. Therefore, the issue price of the Term Loan is equal to the first price at which a substantial amount of the debt instrument is sold for cash, which the Issuer has determined to equal 100 percent of the face amount. This issue price applies to all interests in the Term Loan issued in the Fifth Amendment.

Name of Loan	CUSIP	Issue Price
2017 Refinancing Term Loan	50218KAD0	100%