

WARRANT AGREEMENT

dated as of _____, 2009

between

BALLY TOTAL FITNESS HOLDING CORPORATION

and

[NAME OF WARRANT AGENT], as Warrant Agent

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EXHIBIT A. Form of Warrant Certificate

WARRANT AGREEMENT

WARRANT AGREEMENT, dated as of _____, 2009 (as modified, amended or supplemented, this "Agreement"), between BALLY TOTAL FITNESS HOLDING CORPORATION, a Delaware corporation (the "Company"), and [NAME OF WARRANT AGENT], a _____, as Warrant Agent (the "Warrant Agent").

W I T N E S S E T H:

WHEREAS, the Company has duly authorized the issuance from time to time of warrants (the "Warrants") to purchase fully paid, validly issued and nonassessable shares of common stock, par value \$0.01 per share, of the Company (the "Common Stock"); and

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing so to act, in connection with the issuance, transfer, exchange, exercise and cancellation of the Warrants, and the Company wishes to set forth in this Agreement, among other things, the provisions of the Warrants, the form of the Warrant Certificates evidencing the Warrants and the terms and conditions upon which the Warrants may be issued, transferred, exchanged, exercised and canceled.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE I

ISSUANCE OF WARRANTS AND FORM, EXECUTION, DELIVERY AND REGISTRATION OF WARRANT CERTIFICATES

SECTION 1.01 Issuance of Warrants. Each Warrant shall represent the right, subject to the provisions contained herein and therein, to purchase one share of Common Stock (the Common Stock issuable on exercise of the Warrants being referred to herein as the "Warrant Shares"), subject to adjustment as provided herein, at the Exercise Price set forth in Section 2.01. The Warrants shall be issued as a separate security and shall be transferable from and after the date of issuance.

SECTION 1.02 Form, Execution and Delivery of Warrant Certificates.

(a) One or more warrant certificates evidencing Warrants (each a "Warrant Certificate" which, for the avoidance of doubt, shall include Global Warrant Certificates) to purchase not more than [__ Warrant Shares] in the aggregate (except as provided in Sections 1.03, 1.04, 1.05 and 2.03(e) and Article V) may be executed by the Company and delivered to the Warrant Agent upon the execution of this Warrant Agreement or from time to time thereafter.

(b) Each Warrant Certificate, whenever issued, shall be in registered form substantially in the form set forth in Exhibit A hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Agreement. Each Global Warrant Certificate shall bear such legend or legends as may be required by the Depositary in order for it to accept the Warrants for its book-entry settlement system. Each Warrant Certificate shall be printed, lithographed, typewritten, mimeographed or engraved on steel engraved borders or otherwise reproduced in any other manner as may be approved by the persons executing the same on behalf of the Company (such execution to be conclusive evidence of such approval) and may have such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon

as the persons executing the same on behalf of the Company may approve (such execution to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any law or with any rule or regulation made pursuant thereto, or with any regulation of any stock exchange on which the Warrants or the Warrant Shares may be listed, or to conform to usage. Each Warrant Certificate shall be signed on behalf of the Company by any executive officer of the Company or the secretary or any assistant secretary of the Company or any other person duly appointed by the Board of Directors. The signature of any such person on any Warrant Certificate may be manual or facsimile. Each Warrant Certificate, when so signed on behalf of the Company, shall be delivered to the Warrant Agent together with an order for the countersignature and delivery of such Warrants.

(c) The Warrant Agent shall, upon receipt of any Warrant Certificate duly executed on behalf of the Company, countersign such Warrant Certificate and deliver such Warrant Certificate to or upon the order of the Company. Each Warrant Certificate shall be dated the date of its countersignature.

(d) No Warrant Certificate shall be entitled to any benefit under this Agreement or be valid or obligatory for any purpose, and no Warrant evidenced thereby may be exercised, unless such Warrant Certificate has been countersigned by the manual signature of the Warrant Agent. Such signature by the Warrant Agent upon any Warrant Certificate executed by the Company shall be conclusive evidence that such Warrant Certificate has been duly issued under the terms of this Agreement.

(e) If any person who has signed any Warrant Certificate on behalf of the Company, either manually or by facsimile signature, shall cease to hold such title and status before such Warrant Certificate shall have been countersigned and delivered by the Warrant Agent, such Warrant Certificate nevertheless may be countersigned and delivered as though the person who signed such Warrant Certificate had not ceased to hold such title and status of the Company; and any Warrant Certificate may be signed on behalf of the Company by any such person as, at the actual date of the execution of such Warrant Certificate, shall be a proper executive officer (or other officer of similar title or status) or Secretary or Assistant Secretary or other person (with similar title and status) duly appointed by the Board of Directors, as specified in this Section 1.02, regardless of whether at the date of the execution of this Agreement any such person ceased to hold such title and status.

SECTION 1.03 Global Certificates.

(a) Except to the extent determined by the Company as necessary or appropriate to comply with applicable securities laws, all the Warrants shall initially be represented by one or more global warrant certificates (each, a “Global Warrant Certificate”) deposited with the Depository Trust Company, (together with any successor depository, the “Depository”) and registered in the name of Cede & Co. or any other nominee of the Depository (any Warrants so represented being referred to as “Book-Entry Warrants”). The Depository, or such other entity designated by the Depository as its custodian, shall hold each Global Warrant Certificate. Except as provided for in Section 1.03(b) hereof, no person acquiring Book-Entry Warrants shall receive or be entitled to receive physical delivery of definitive Warrant Certificates evidencing such Book-Entry Warrants. Ownership of beneficial interests in the Book-Entry Warrants shall be shown on, and the transfer of such ownership shall be effected through, records maintained by institutions that have accounts with the Depository (each such institution, with respect to a Warrant in its account, a “Participant”).

(b) If for any reason the Depository ceases to make its book-entry settlement system available for the Warrants and there is no suitable entity willing to act as successor depository, or the Company by notice to the Warrant Agent otherwise determines to discontinue Book-Entry Warrants, the

Warrant Agent shall provide written instructions to the Depositary to deliver to the Warrant Agent for cancellation each Global Warrant Certificate, and the Company shall instruct the Warrant Agent to deliver to the Depositary definitive Warrant Certificates in physical form evidencing such Warrants.

(c) Following exercise of any Book-Entry Warrants and the issuance and delivery of Warrant Shares pursuant thereto in accordance with the procedures of the Depositary, the Global Warrant Certificate shall represent the remaining unexercised Book-Entry Warrants originally represented thereby, notwithstanding the absence of any notation to that effect on the Global Warrant Certificate. Upon notice of the Depositary to the Warrant Agent of the exercise of Book-Entry Warrants, the Warrant Agent shall make appropriate notation with respect thereto upon the books maintained by the Warrant Agent for this purpose.

SECTION 1.04 Transfer of Warrants

(a) A Warrant Certificate may be transferred at the option of the Holder thereof upon surrender of such Warrant Certificate at the corporate trust office of the Warrant Agent, properly endorsed or accompanied by appropriate instruments of transfer and written instructions for transfer, all in form satisfactory to the Company and the Warrant Agent; provided, however, that except as otherwise provided herein or required by the Depositary, each Global Warrant Certificate may be transferred only in whole and only to the Depositary, to a nominee of the Depositary, to a successor depositary, or to a nominee of a successor depositary. Upon any such registration of transfer, the Company shall execute, and the Warrant Agent shall countersign and deliver, as provided in Section 1.02, in the name of the designated transferee a new Warrant Certificate or Warrant Certificates of any authorized denomination evidencing in the aggregate a like number of unexercised Warrants.

(b) The Warrant Agent shall keep, at its corporate trust office, books in which, subject to such reasonable regulations as it may prescribe, it shall register Warrant Certificates in accordance with Section 1.02 and transfers, exchanges, exercises and cancellations of outstanding Warrant Certificates. Whenever any Warrant Certificates are surrendered for transfer or exchange in accordance with this Section 1.04, an authorized officer of the Warrant Agent shall manually countersign and deliver the Warrant Certificates which the Holder making the transfer or exchange is entitled to receive.

(c) No service charge shall be made for any transfer or exchange of Warrant Certificates, but the Company may require payment of a sum sufficient to cover any stamp or other tax or other governmental charge that may be imposed in connection with any such transfer or exchange.

(d) Notwithstanding anything to the contrary set forth in this Agreement, unless otherwise expressly approved in writing by the Company, no Warrants shall be transferred, and the Warrant Agent shall not register any transfer of Warrants on the books maintained by the Warrant Agent for that purpose, if such transfer would (i) constitute a violation of applicable laws, (ii) result in there being more than 450 holders of record of Warrants as determined pursuant to Section 12(g) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act") and the rules and regulations of the Securities and Exchange Commission promulgated pursuant thereto, with each Participant being a single holder of record for these purposes, or (iii) otherwise require the Company to register the Warrants under the Exchange Act or any other applicable federal or state securities laws. If the Warrant Agent is uncertain whether the transfer of Warrants is permitted under this Section 1.04(d), the Warrant Agent may consult with the Company and shall be entitled to rely conclusively on any determination made by the Company with respect thereto. If the Warrant Agent declines to register the transfer of Warrants pursuant to this Section 1.04(d), it shall so inform the Holder requesting the transfer, but the Holder shall look solely to the Company to resolve any disagreement with respect to the compliance of any proposed

transfer with this Section 1.04(d). Any transfer in violation of this Section 1.04(d) shall be void and of no effect.

SECTION 1.05 Lost, Stolen, Mutilated or Destroyed Warrant Certificates. Upon receipt by the Company and the Warrant Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Warrant Certificate and of indemnity satisfactory to them and, in the case of mutilation, upon surrender of such Warrant Certificate to the Warrant Agent for cancellation, then, in the absence of notice to the Company or the Warrant Agent that such Warrant Certificate has been acquired by a bona fide purchaser, the Company shall execute, and an authorized officer of the Warrant Agent shall manually countersign and deliver, in exchange for or in lieu of the lost, stolen, destroyed or mutilated Warrant Certificate, a new Warrant Certificate of the same tenor and for a like number of Warrants. No service charge shall be made for any replacement of Warrant Certificates, but the Company may require the payment of a sum sufficient to cover any stamp or other tax or other governmental charge that may be imposed in connection with any such exchange. To the extent permitted under applicable law, the provisions of this Section 1.05 are exclusive with respect to the replacement of mutilated, lost, stolen or destroyed Warrant Certificates and shall preclude any and all other rights or remedies.

SECTION 1.06 Cancellation of Warrant Certificates. Any Warrant Certificate surrendered to the Warrant Agent for transfer, exchange or exercise of the Warrants evidenced thereby shall be promptly canceled by the Warrant Agent and shall not be reissued and, except as expressly permitted by this Agreement, no Warrant Certificate shall be issued hereunder in lieu thereof. The Warrant Agent shall deliver to the Company from time to time or otherwise dispose of canceled Warrant Certificates in a manner satisfactory to the Company. Any Warrant Certificate surrendered to the Company for transfer, exchange or exercise of the Warrants evidenced thereby shall be promptly delivered to the Warrant Agent and such transfer, exchange or exercise shall not be effective until such Warrant Certificate has been received by the Warrant Agent.

SECTION 1.07 Treatment of Holders and Beneficial Owners of Warrant Certificates.

(a) The term “Holder”, as used herein, shall mean any person in whose name at the time any Warrant Certificate shall be registered upon the books to be maintained by the Warrant Agent for that purpose. The Holder of each Global Warrant Certificate shall initially be Cede & Co., a nominee of the Depositary.

(b) The term “Beneficial Owner” as used herein shall mean any person in whose name ownership of beneficial interests in Book-Entry Warrants is recorded in the records maintained by a Participant.

(c) Subject to Sections 3.02 and 7.11, every Holder and every Beneficial Owner consents and agrees with the Company, the Warrant Agent and with every subsequent Holder and Beneficial Owner that until the Warrant Certificate is transferred on the books of the Warrant Agent, the Company and the Warrant Agent may treat the registered Holder of such Warrant Certificate as the absolute owner of the Warrants evidenced thereby for any purpose and as the person entitled to exercise the rights attaching to the Warrants evidenced thereby, any notice to the contrary notwithstanding.

ARTICLE II

EXERCISE PRICE, DURATION AND EXERCISE OF WARRANTS

SECTION 2.01 Exercise Price. The exercise price of each Warrant (the “Exercise Price”) shall be \$20 per share, subject to adjustment as provided in Article V.

SECTION 2.02 Duration of Warrants. Subject to the limitations set forth herein, each Warrant may be exercised in whole but not in part on any Business Day (as defined below) occurring during the period (the “Exercise Period”) commencing on _____, 2009 and ending at 5:00 P.M., New York time, on _____, 2014 (the “Expiration Date”). Each Warrant remaining unexercised after 5:00 P.M., New York time, on the Expiration Date shall become void, and all rights of the Holder under this Agreement shall cease.

As used herein, the term “Business Day” means any day which is not a Saturday or Sunday and is not a legal holiday or a day on which banking institutions generally are authorized or obligated by law or regulation to close in New York.

SECTION 2.03 Exercise of Warrants.

(a) A Holder (other than the Depositary) may exercise a Warrant by delivering, not later than 5:00 P.M., New York time, on any Business Day during the Exercise Period (the “Exercise Date”) to the Warrant Agent pursuant to the notice provisions set forth herein (i) the Warrant Certificate evidencing the Warrants to be exercised, (ii) the election to purchase the Warrant Shares (“Election to Purchase”) on the reverse of the Warrant Certificate properly completed and executed by the Holder and (iii) the Exercise Price for each Warrant to be exercised in lawful money of the United States of America by certified or official bank check or by bank wire transfer in immediately available funds. If any of (a) the Warrant Certificate, (b) the Election to Purchase, or (c) the Exercise Price therefor, is received by the Warrant Agent after 5:00 P.M., New York time, on the specified Exercise Date, the Warrants will be deemed to be received and exercised on the Business Day next succeeding the Exercise Date. If the date specified as the Exercise Date is not a Business Day, the Warrants will be deemed to be received and exercised on the next succeeding day which is a Business Day. If any of the requirements for the exercise of the Warrants shall not have occurred prior to the Expiration Date, the exercise thereof will be null and void and any funds delivered to the Warrant Agent will be returned to the Holder as soon as practicable. In no event will interest accrue on funds deposited with the Warrant Agent in respect of an exercise or attempted exercise of Warrants. The validity of any exercise of Warrants will be determined solely by the Warrant Agent, in accordance with the provisions of this Agreement, and such determination will be final and binding upon the Holder and the Company, subject to the terms set forth herein. Neither the Company nor the Warrant Agent shall have any obligation to inform a Holder of the invalidity of any exercise of Warrants; provided, however, any amount of the exercise price paid in connection with an invalid exercise shall be returned to the exercising Holder as promptly as practicable. The Warrant Agent shall deposit all funds received by it in payment of the Exercise Price in the account of the Company maintained with the Warrant Agent for such purpose and shall advise the Company by telephone at the end of each day on which funds for the exercise of the Warrants are received of the amount so deposited to its account. The Warrant Agent shall promptly confirm such telephonic advice to the Company in writing.

(b) The Warrant Agent shall, by 11:00 A.M. on the Business Day following the Exercise Date of any Warrant, advise the Company and the transfer agent and registrar (the “Transfer Agent”) in respect of the Warrant Shares as to the number of Warrants exercised, if the Warrant Shares at the time are issuable in registered form, the issuance and delivery instructions of the Holder exercising the

Warrants, the instructions of each Holder and such other information as the Company or the Transfer Agent shall reasonably require.

(c) If the Warrant Shares are at the time issuable in registered form, then the Company shall, by 5:00 P.M., New York time, on the third Business Day next succeeding the Exercise Date of any Warrant, either (I) cause to be delivered to the Warrant Agent the Warrant Shares to which the exercising Holder is entitled, in fully registered form, registered in such name or names as may be directed by such Holder, and the Warrant Agent shall, by 5:00 P.M., New York time, on the fifth Business Day next succeeding such Exercise Date, transmit such Warrant Shares, to or upon the order of the Holder; or (II) cause the Warrant Shares to be registered to, or to the order of, the exercising Holder in a direct registration system maintained by or on behalf of the Company. The Company agrees that it will provide such information and documents to the Warrant Agent as may be necessary for the Warrant Agent to fulfill its obligations hereunder in the time periods set forth herein.

(d) From and after the Exercise Date, the exercising Holder of the Warrants exercised will be entitled to the benefits of the Warrant Shares.

(e) Warrants may be exercised only in whole numbers of Warrants. Except as provided in Section 1.03 with respect to Global Warrant Certificates, if fewer than all of the Warrants evidenced by a Warrant Certificate are exercised, a new Warrant Certificate for the number of Warrants remaining unexercised shall be executed by the Company and countersigned by the Warrant Agent as provided in Section 1.02 hereof, and delivered to the Holder at the address specified on the books of the Warrant Agent or as otherwise specified in writing by such Holder.

(f) The Company shall not be required to pay any stamp or other tax or other governmental charge required to be paid in connection with any transfer involved in any issue or delivery of the Warrant Shares; and if any such transfer is involved, the Company shall not be required to issue or deliver any Warrant Shares until such tax or other charge shall have been paid or it has been established to the Company's satisfaction that no such tax or other charge is due.

(g) Anything to the contrary in this Section 2.03 notwithstanding, the exercise of Book-Entry Warrants, including the delivery by Participants of an Election to Purchase or the electronic equivalent thereof and the payment of the Exercise Price with respect thereto, notification to the Warrant Agent, the Transfer Agent and the Company, and the delivery in book-entry form of the Warrant Shares issuable upon such exercise, shall be governed by the practices and procedures of the Depositary; provided, however, that if any of the conditions for the exercise of the Book-Entry Warrants thereunder shall occur after the Expiration Date, the exercise thereof will be null and void.

(h) For so long as the Common Stock is held through the Depositary, upon exercise of a Book-Entry Warrant, Warrant Shares will be issued in book-entry form and held through the Depositary.

(i) Upon the exercise of a Warrant to purchase one or more shares of Common Stock, and pursuant to the terms of the Second Amended and Restated Certificate of Incorporation of the Company, the exercising Holder shall be deemed to be a party to, and each share of Common Stock shall be subject to, the Shareholders' Agreement, dated _____, 2009, by and among the Company and the shareholders of the Company, including, without limitation, the Drag-Along provision contained therein, until such Shareholders' Agreement shall cease to be in effect according to its terms.

ARTICLE III

OTHER PROVISIONS RELATING TO RIGHTS OF HOLDERS AND BENEFICIAL OWNERS OF WARRANTS

SECTION 3.01 No Rights as Holders of Warrant Shares Conferred by Warrants or Warrant Certificates. No Warrant Certificate or Warrant evidenced thereby shall entitle the Holder thereof to any of the rights of a holder of any Warrant Shares, including, without limitation, the right to receive dividends, if any, or payments upon the liquidation, dissolution or winding up of the issuer of the Warrant Shares or to exercise voting rights, if any.

SECTION 3.02 Holder and Beneficial Owner of Warrant May Enforce Rights. Notwithstanding any provisions of this Agreement to the contrary, the Holder of any Warrant without the consent of the Warrant Agent, or any Beneficial Owner of any Warrant without the consent of the Holder or the Warrant Agent, may, for its own benefit, enforce, and may institute and maintain any suit, action or proceeding against the Company to enforce, or otherwise in respect of, such Holder's or Beneficial Owner's right to exercise the Warrants evidenced by any Warrant Certificate in the manner provided in this Agreement and such Warrant Certificate.

ARTICLE IV

CERTAIN COVENANTS AND AGREEMENTS

SECTION 4.01 Certain Information.

(a) Prior to the First Public Offering, the Company agrees to furnish or make available to the Holders: (i) on a quarterly basis within forty-five (45) calendar days of each quarter-end, consolidated unaudited financial statements of the Company, including the balance sheet, income statement, and statement of cash flow detailing the quarter-to-date and year-to-date results, together with the footnotes thereto; and (ii) on an annual basis within 120 calendar days of each year-end, audited consolidated financial statements of the Company, including the balance sheet, income statement, and cash flow detailing year-to-date results, together with the footnotes thereto, in each case in reasonable detail and prepared in accordance with GAAP, except as otherwise noted therein.

(b) Notwithstanding anything herein to the contrary, any transferee or Holder who is a direct or indirect competitor of the Company shall not be entitled to receive any of the information described in this Section 4.01.

(c) "First Public Offering" means consummation of the first public offering of Common Stock, after the date hereof, pursuant to an effective registration statement under the Securities Act of 1933, as amended, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form.

SECTION 4.02 Confidentiality.

(a) Each Holder acknowledges that the information to be furnished pursuant to Section 4.01 (the "Confidential Information") is confidential and competitively sensitive. Each Holder agrees that it shall use, and that it shall cause any person to whom Confidential Information is disclosed pursuant to clause (i) below to use, the Confidential Information only in connection with its investment in the Warrants or shares of Common Stock issuable upon exercise of the Warrants and not for any other purpose (including to disadvantage competitively the Company or any other Holder). Each Holder

further acknowledges and agrees that it shall not disclose any Confidential Information to any person, except that Confidential Information may be disclosed:

(i) to such Holder's Representatives in the normal course of the performance of their duties for such Holder or to any financial institution providing credit to such Holder (it being understood that such Representatives shall be informed by the Holder of the confidential nature of such information and shall be directed to treat such information in accordance with this Agreement);

(ii) to the extent required by applicable law, rule or regulation (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which a Holder is subject; provided, that such Holder shall give the Company prompt written notice of such request(s), to the extent practicable, so that the Company may seek an appropriate protective order or similar relief (and the Holder shall cooperate with such efforts by the Company, and shall in any event make only the minimum disclosure required by such law, rule or regulation and shall use best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such information));

(iii) to any person to whom such Holder is contemplating a transfer of its Warrants; provided, that such person shall be entitled to receive such information pursuant to Section 4.01(b) and, prior to such disclosure, such potential transferee is advised of the confidential nature of such information and agrees in a writing to be bound by the confidentiality provisions hereof and which agreement is independently enforceable by the Company;

(iv) to any regulatory authority or rating agency to which the Holder or any of its affiliates is subject or with which it has regular dealings, as long as such authority or agency is advised of the confidential nature of such information;

(v) in connection with such Holder's or such Holder's affiliates' normal fund raising, marketing, informational or reporting activities or to any *bona fide* prospective purchaser of the equity or assets of such Holder or such Holder's affiliates, or prospective merger partner of such Holder or such Holder's affiliates; provided, that prior to such disclosure the persons to whom such information is disclosed are advised of the confidential nature of such information and agree in a writing to be bound by the confidentiality provisions hereof and which agreement is independently enforceable by the Company; or

(vi) if the prior written consent of the Company shall have been obtained.

Nothing contained herein shall prevent the use (subject, to the extent possible, to a protective order) of Confidential Information in connection with the assertion or defense of any claim by or against the Company or any Holder. The restrictions contained in this Section 4.01(a) shall terminate as to any Holder one (1) year following the date on which such Holder ceases to own any Warrants.

(b) Confidential Information does not include information that

(i) is or becomes generally available to the public other than as a result of a disclosure by a Holder or its Representatives in violation of any confidentiality provision of this Agreement or any other applicable agreement,

(ii) is or was available to such Holder on a non-confidential basis prior to its disclosure to such Holder or its Representatives by the Company, or

(iii) was or becomes available to such Holder on a non-confidential basis from a source other than the Company, which source is or was (at the time of receipt of the relevant information) not, to the best of such Holder's knowledge, bound by a confidentiality agreement with (or other confidentiality obligation to) the Company or another person.

(c) "Representatives" of a Holder means its partners, shareholders, members, directors, officers, employees, agents, counsel, accountants, consultants, investment advisers or other professionals or representatives, or by its affiliates or wholly owned subsidiaries.

ARTICLE V

ADJUSTMENT; RESERVATION OF SHARES; NOTICES

SECTION 5.01 Adjustment of Exercise Price and Number of Warrant Shares.

(a) In the event the Company shall issue shares of Common Stock as a stock dividend to the holders of Common Stock, or subdivide or combine the outstanding shares of Common Stock into a greater or lesser number of shares (any such issuance, subdivision or combination being herein called a "Change of Shares"), then, and thereafter upon each further Change of Shares, the Exercise Price in effect immediately prior to such Change of Shares shall be changed to a price (including any applicable fraction of a cent) determined by multiplying (x) the Exercise Price in effect immediately prior thereto by (y) a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such Change of Shares and the denominator of which shall be the number of shares of Common Stock outstanding immediately after giving effect to such Change of Shares. Such adjustment shall be made successively whenever such an issuance is made.

(b) If the Company distributes to all holders of its Common Stock any of its assets (including cash other than in payment of regular cash dividends), debt securities or any rights to purchase debt securities, preferred stock or other securities of the Company, the Exercise Price shall be adjusted in accordance with the following formula:

$$E = E_o \times \frac{M-F}{M}$$

where:

E = the adjusted Exercise Price.

E_o = the Exercise Price prior to such adjustment.

M = the Current Market Price on the record date for the distribution.

F = the fair market value on the record date of the assets, debt securities, rights to purchase debt securities, preferred stock or other securities applicable to one share of Common Stock, as determined by the Board of Directors of the Company reasonably and in good faith.

"Current Market Price" as of any date shall be determined as follows:

1. if the Common Stock is not registered under the Exchange Act, the value of one share of Common Stock as determined reasonably and in good faith by the Board of Directors of the Company; or
2. if the Common Stock is registered under the Exchange Act, the average of the daily market prices of the Common Stock for the ten (10) consecutive trading days immediately preceding the day on which "Current Market Price" is being determined or, if the Common Stock has been registered under the Exchange Act for less than ten (10) consecutive trading days before such date, then the average of the daily market prices for all of the trading days before such date for which daily market prices are available. The market price for each such trading day shall be: (A) if the Common Stock is listed or admitted to trading on any securities exchange, the closing price, regular way, on such day, or if no sale takes place on such day, the average of the closing bid and asked price on such day; (B) if the Common Stock is not then listed or admitted to trading on any securities exchange, the average of the reported high bid and low asked prices on such day, as reported by a reputable quotation service designated by the Company, or if there shall be no bid and asked prices on such day, the average of the high bid and low asked prices, as so reported, on the most recent day (not more than ten (10) days prior to the date in question) for which prices have been so reported; and (C) if there are no bid and asked prices reported during the ten (10) days prior to the date in question, the Current Market Price shall be determined as if the Common Stock were not registered under the Exchange Act.

(c) Upon each adjustment of the Exercise Price pursuant to Section 5.01(a) or 4.01(b) hereof, the total number of shares of Common Stock purchasable upon the exercise of a Warrant shall be such number of shares (calculated to the nearest tenth) purchasable at the Exercise Price in effect immediately prior to such adjustment multiplied by a fraction, the numerator of which shall be the Exercise Price in effect immediately prior to such adjustment and the denominator of which shall be the Exercise Price in effect immediately after giving effect to such adjustment.

(d) In case of any reclassification or capital reorganization, or in case of any consolidation or merger of the Company with or into another corporation (other than a consolidation or merger in which the Company is the continuing corporation or other entity and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock), or in case of any sale or conveyance to another corporation or other entity of the property of the Company as, or substantially as, an entirety (other than a sale/leaseback, mortgage or other financing transaction), the Company shall cause effective provision to be made so that the Holder of a Warrant shall have the right thereafter, by exercising the Warrant, to purchase the kind and number of shares of stock or other securities or property (including cash) receivable upon such reclassification, capital reorganization, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock that would have been purchased upon exercise of the Warrant immediately prior to such reclassification, capital reorganization, consolidation, merger, sale or conveyance. Any such provision shall include provision for adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 5.01. The Company shall not effect any such consolidation, merger or sale unless prior to or simultaneously with the consummation thereof the successor (if other than the Company) resulting from such consolidation or merger or the corporation or other entity purchasing such assets or other appropriate corporation or entity shall assume, by written instrument executed and delivered to the Company, the obligation to deliver to the Holder of the Warrants such shares of stock, securities or property (including cash) as, in accordance with the foregoing provisions, the Holder may be entitled to purchase and the other obligations of the Company under the Warrants. The foregoing

provisions shall similarly apply to successive reclassifications, capital reorganizations, consolidations, mergers, sales or conveyances.

(e) Irrespective of any adjustments or changes in the Exercise Price or the number of shares of Common Stock purchasable upon exercise of a Warrant, the Warrant Certificates representing the Warrants shall continue to express the Exercise Price per share and the number of shares of Common Stock purchasable thereunder as the Exercise Price per share and the number of shares of Common stock purchasable as were expressed in such Warrant Certificate when the same was originally issued.

(f) After each adjustment of the Exercise Price pursuant to this Section 5.01, the Company will prepare a certificate signed by the Chairman, the President or the Chief Financial Officer of the Company setting forth: (1) the Exercise Price as so adjusted, (2) the number of shares of Common Stock purchasable upon exercise of the Warrants after such adjustment, and (3) a brief statement of the facts accounting for such adjustment. The Company will promptly cause a copy of such certificate to be sent by ordinary first class mail to the Holders of the Warrants at such Holder's last address as it shall appear on the registry books of the Company. No failure to mail such notice nor any defect therein or in the mailing thereof shall affect the validity of any such adjustment.

SECTION 5.02 Reservation of Shares. The Company shall at all times reserve for issuance and/or delivery upon exercise of the Warrants such number of shares of its Common Stock as shall be required for issuance and delivery upon exercise of the Warrants.

SECTION 5.03 Certain Notices. In case at any time the Company shall propose to:

(a) pay any dividend or make any distribution on shares of Common Stock in shares of Common Stock or make any other distribution (other than regularly scheduled cash dividends) to all holders of Common Stock; or

(b) issue any rights, warrants or other securities to all holders of Common Stock entitling them to purchase any additional shares of Common Stock or any other rights, warrants or other securities; or

(c) effect any reclassification or change of outstanding shares of Common Stock, or any consolidation or merger with or into any corporation or other entity in which the Company is not the surviving corporation or any sale, lease or conveyance of all or substantially all of its assets; or

(d) effect any liquidation, dissolution or winding-up of the Company (whether voluntary or involuntary);

then, and in any one or more of such cases, the Company shall give written notice thereof, by certified mail, postage prepaid, to the Holder at the Holder's address as it shall appear on the books of the Company, mailed at least fifteen (15) Business Days prior to (i) the date as of which the holders of record of shares of Common Stock to be entitled to receive any such dividend, distribution, rights, warrants or other securities are to be determined, or (ii) the date on which any such reclassification, change of outstanding shares of Common Stock, consolidation, merger, sale, lease, conveyance, liquidation, dissolution or winding-up is expected to become effective.

ARTICLE VI

CONCERNING THE WARRANT AGENT

SECTION 6.01 Warrant Agent. The Company hereby appoints [Name of Warrant Agent] as Warrant Agent of the Company in respect of the Warrants upon the terms and subject to the conditions herein set forth, and [Name of Warrant Agent] hereby accepts such appointment. The Warrant Agent shall have the powers and authority granted to and conferred upon it hereby and such further powers and authority to act on behalf of the Company as the Company may hereafter grant to or confer upon it.

SECTION 6.02 Limitations on Warrant Agent's Obligations. The Warrant Agent accepts its obligations herein set forth upon the terms and conditions hereof, including the following, to all of which the Company agrees and to all of which the rights hereunder of the Holders from time to time shall be subject:

(a) Compensation and Indemnification. The Company agrees to pay the Warrant Agent compensation to be agreed upon with the Company for all services rendered by the Warrant Agent and to reimburse the Warrant Agent for all reasonable out-of-pocket expenses (including reasonable counsel fees) incurred by the Warrant Agent in connection with the services rendered by it hereunder. The Company also agrees to indemnify the Warrant Agent for, and to hold it harmless against, any loss, liability or expense incurred without negligence, bad faith or breach of this Agreement on the part of the Warrant Agent, arising out of or in connection with its acting as Warrant Agent hereunder.

(b) Agent for the Company. In acting in the capacity of Warrant Agent under this Agreement, the Warrant Agent is acting solely as agent of the Company and does not assume any obligation or relationship of agency or trust with any of the Holders or Beneficial Owners of the Warrants except as expressly set forth herein.

(c) Counsel. The Warrant Agent may consult with counsel satisfactory to it (which may be counsel to the Company), and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the advice of such counsel.

(d) Documents. The Warrant Agent shall be protected and shall incur no liability for or in respect of any action taken or thing suffered by it in reliance upon any notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper parties.

(e) Certain Transactions. The Warrant Agent, and its officers, directors and employees, may become the owner of, or acquire any interest in, any Warrant, with the same rights that it or they would have were it not the Warrant Agent hereunder, and, to the extent permitted by applicable law, it or they may engage or be interested in any financial or other transaction with the Company and may act on, or as a depository, trustee or agent for, any committee or body of holders of Warrants or Warrant Shares, or other securities or obligations of the Company as freely as if it were not the Warrant Agent hereunder.

(f) No Liability for Interest. The Warrant Agent shall not be under any liability for interest on any monies at any time received by it pursuant to any of the provisions of this Agreement.

(g) No Liability for Invalidity. The Warrant Agent shall not be under any responsibility with respect to the validity or sufficiency of this Agreement or the execution and delivery

hereof (except the due execution and delivery hereof by the Warrant Agent) or with respect to the validity or execution of the Warrant Certificates (except its countersignature thereon).

(h) No Responsibility for Recitals. The recitals contained herein and in the Warrant Certificates (except as to the Warrant Agent's countersignature thereon) shall be taken as the statements of the Company and the Warrant Agent assumes no responsibility hereby for the correctness of the same.

(i) No Implied Obligations. The Warrant Agent shall be obligated to perform such duties as are specifically set forth herein, and no implied duties or obligations shall be read into this Agreement against the Warrant Agent. The Warrant Agent shall not be under any obligation to take any action hereunder which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its opinion, assured to it. The Warrant Agent shall not be accountable or under any duty or responsibility for the use by the Company of any Warrant Certificate authenticated by the Warrant Agent and delivered by it to the Company pursuant to this Agreement or for the application by the Company of the proceeds of the issue and sale, or exercise, of the Warrants. The Warrant Agent shall have no duty or responsibility in case of any default by the Company in the performance of its covenants or agreements contained herein or in any Warrant Certificate or in the case of the receipt of any written demand from a Holder with respect to such default, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or, except as provided in Section 7.03 hereof, to make any demand upon the Company.

SECTION 6.03 Compliance with Applicable Laws. The Warrant Agent shall comply with all applicable federal and state laws imposing obligations on it in respect of the services rendered by it under this Agreement and in connection with the Warrants, including (but not limited to) the provisions of United States federal income tax laws regarding information reporting and backup withholding.

SECTION 6.04 Resignation and Appointment of Successor. (a) The Company agrees, for the benefit of the Holders from time to time, to use its commercially reasonable efforts to, at all times, cause there to be a Warrant Agent hereunder until all the Warrants issued hereunder have been exercised or have expired in accordance with their terms, which Warrant Agent shall be a bank or trust company organized under the laws of the United States of America or one of the states thereof, which is authorized under the laws of the jurisdiction of its organization to exercise corporate trust powers, has a combined capital and surplus of at least \$100,000,000 and has an office or an agent's office in the United States of America. Notwithstanding the foregoing, the Company may act as the Warrant Agent.

(b) The Warrant Agent may at any time resign as such agent by giving written notice to the Company of such intention on its part, specifying the date on which it desires such resignation to become effective; provided that such date shall not be less than one month after the date on which such notice is given, unless the Company agrees to accept such notice less than one month prior to such date of effectiveness. The Company may remove the Warrant Agent at any time by giving written notice to the Warrant Agent of such removal, specifying the date on which it desires such removal to become effective. Such resignation or removal shall take effect upon the appointment by the Company, as hereinafter provided, of a successor Warrant Agent (which shall be a bank or trust company qualified as set forth in Section 6.04(a) or the Company) and the acceptance of such appointment by such successor Warrant Agent. The obligation of the Company under Section 6.02(a) shall continue to the extent set forth therein notwithstanding the resignation or removal of the Warrant Agent.

(c) If at any time the Warrant Agent shall resign, or shall cease to be qualified as set forth in Section 6.04(a), or shall be removed, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or shall file a petition seeking relief under any applicable Federal or State bankruptcy or insolvency law or similar law, or make an assignment for the benefit of its creditors or

consent to the appointment of a receiver, conservator or custodian of all or any substantial part of its property, or shall admit in writing its inability to pay or to meet its debts as they mature, or if a receiver or custodian of it or of all or any substantial part of its property shall be appointed, or if an order of any court shall be entered for relief against it under the provisions of any applicable Federal or State bankruptcy or similar law, or if any public officer shall have taken charge or control of the Warrant Agent or of its property or affairs, for the purpose of rehabilitation, conservation or liquidation, a successor Warrant Agent, qualified as set forth in Section 6.04(a), shall be appointed by the Company within sixty (60) days by an instrument in writing, filed with the successor Warrant Agent. Upon the appointment as herein provided of a successor Warrant Agent and acceptance by the latter of such appointment, the Warrant Agent so superseded shall cease to be Warrant Agent under this Agreement.

(d) Any successor Warrant Agent appointed under this Agreement shall execute, acknowledge and deliver to its predecessor and to the Company an instrument accepting such appointment, and thereupon such successor Warrant Agent, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of such predecessor with like effect as if originally named as Warrant Agent under this Agreement, and such predecessor, upon payment of its charges and disbursements then unpaid, shall thereupon become obligated to transfer, deliver and pay over, and such successor Warrant Agent shall be entitled to receive, all monies, securities and other property on deposit with or held by such predecessor, as Warrant Agent under this Agreement.

(e) Any corporation into which the Warrant Agent may be merged or converted or any corporation with which the Warrant Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Warrant Agent shall be a party, or any corporation to which the Warrant Agent shall sell or otherwise transfer all or substantially all the assets and business of the Warrant Agent, in each case provided that it shall be qualified as set forth in Section 6.04(a), shall be the successor Warrant Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement, including, without limitation, any successor to the Warrant Agent first named above.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 Amendments.

(a) This Agreement and any Warrant Certificate may be amended by the parties hereto by executing a supplemental warrant agreement (a "Supplemental Agreement"), without the consent of the Holder of any Warrant, for the purpose of (i) curing any ambiguity; or curing, correcting or supplementing any defective provision contained herein; or making any other provisions with respect to matters or questions arising under this Agreement that is not inconsistent with the provisions of this Agreement or the Warrant Certificates, provided, however that none of the actions contemplated by this clause (i) adversely affect the interests of the Holders in any material respect, (ii) evidencing the succession of another corporation to the Company and the assumption by any such successor of the covenants of the Company contained in this Warrant Agreement and the Warrants, (iii) evidencing and providing for the acceptance of appointment by a successor Warrant Agent with respect to the Warrants, (iv) evidencing and providing for the acceptance of appointment by a successor depository with respect to each Global Warrant Certificate, (v) issuing definitive Warrant Certificates in accordance with Section 1.03(b), (vi) adding to the covenants of the Company for the benefit of the Holders or surrendering any right or power conferred upon the Company under this Agreement, or (vii) amending this Agreement and

the Warrants in any manner that the Company may deem to be necessary or desirable and that will not adversely affect the interests of the Holders.

(b) The Company and the Warrant Agent may amend this Agreement and the Warrants by executing a Supplemental Agreement with the prior consent of the Holders of not fewer than a majority of the unexercised Warrants affected by such amendment, for the purpose of cancelling or replacing this Agreement, adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or modifying in any manner the rights of the Holders under this Agreement; provided, however, that, without the consent of each Holder of Warrants affected thereby, no such amendment may be made that (i) changes the Warrants so as to reduce the number of Warrant Shares purchasable upon exercise of the Warrants or so as to increase the Exercise Price, (ii) shortens the period of time during which the Warrants may be exercised, or (iii) reduces the number of unexercised Warrants the consent of the Holders of which is required for amendment of this Agreement or the Warrants.

SECTION 7.02 Merger, Consolidation, Sale, Transfer or Conveyance. The Company may consolidate or merge with or into any other corporation or sell, lease, transfer or convey all or substantially all of its assets to any other corporation, provided that (i) either (x) the Company is the continuing corporation or (y) the corporation (if other than the Company) that is formed by or results from any such consolidation or merger or that receives such assets is organized and validly existing under the laws of the United States of America, or one of the states thereof, and such corporation assumes the obligations of the Company with respect to the performance and observance of all of the covenants and conditions of this Agreement to be performed or observed by the Company and (ii) the Company or such successor corporation, as the case may be, must not immediately be in default under this Agreement after giving effect to any of the foregoing transactions. If at any time there shall be any consolidation or merger or any sale, lease, transfer, conveyance or other disposition of all or substantially all of the assets of the Company, then in any such event the successor or assuming corporation shall succeed to and be substituted for the Company, with the same effect as if it had been named herein and in the Warrant Certificates as the Company; the Company shall thereupon be relieved of any further obligation hereunder or under the Warrants; and, in the event of any such sale, lease, transfer, conveyance or other disposition, the Company as the predecessor corporation may thereupon or at any time thereafter be dissolved, wound up or liquidated. Such successor or assuming corporation thereupon shall cause to be signed, and shall issue either in its own name or in the name of the Company, Warrant Certificates evidencing the Warrants not theretofore exercised, in exchange and substitution for the Warrant Certificates theretofore issued. Such Warrant Certificates shall in all respects have the same legal rank and benefit under this Agreement as the Warrant Certificates evidencing the Warrants theretofore issued in accordance with the terms of this Agreement as though such new Warrant Certificates had been issued at the date of the execution hereof. In any case of any such merger or consolidation or sale, lease, transfer, conveyance or other disposition of all or substantially all of the assets of the Company, such changes in phraseology and form (but not in substance) may be made in the new Warrant Certificates, as may be appropriate.

SECTION 7.03 Notices and Demands to the Company and Warrant Agent. If the Warrant Agent shall receive any notice or demand addressed to the Company by a Holder or a Beneficial Owner, as the case may be, the Warrant Agent shall promptly forward such notice or demand to the Company.

SECTION 7.04 Addresses. Any communications from the Company to the Warrant Agent with respect to this Agreement shall be addressed to _____, Attention: _____, and any communications from the Warrant Agent to the Company with respect to this Agreement shall be addressed to Bally Total Fitness Holding Corporation, 8700 W. Bryn Mawr Ave., Third Floor, Chicago, IL 60631-3507, Attention: General Counsel (or such other address as shall be specified in writing by the Warrant Agent or by the Company, as the case may be). The Company or the Warrant Agent shall give

notice to the Holders of Warrants by mailing written notice by first class mail, postage prepaid, to such Holders as their names and addresses appear in the books and records of the Warrant Agent

SECTION 7.05 GOVERNING LAW. THIS AGREEMENT AND EACH WARRANT CERTIFICATE AND ALL RIGHTS HEREUNDER AND THEREUNDER AND PROVISIONS HEREOF AND THEREOF SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.06 Payment of Taxes. The Company will pay all stamp and other duties, if any, to which, under the laws of the United States of America, this Agreement or the original issuance of the Warrants may be subject.

SECTION 7.07 Benefits of Warrant Agreement. Nothing in this Agreement or any Warrant Certificate expressed or implied and nothing that may be inferred from any of the provisions hereof or thereof is intended, or shall be construed, to confer upon, or give to, any person or corporation other than the Company, the Warrant Agent and their respective successors and assigns, the Beneficial Owners and the Holders any right, remedy or claim under or by reason of this Agreement or any Warrant Certificate or of any covenant, condition, stipulation, promise or agreement hereof or thereof; and all covenants, conditions, stipulations, promises and agreements contained in this Agreement or any Warrant Certificate shall be for the sole and exclusive benefit of the Company and the Warrant Agent and their respective successors and assigns and of the Beneficial Owners and Holders.

SECTION 7.08 Headings. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 7.09 Severability. If any provision in this Agreement or in any Warrant Certificate shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions, or of such provisions in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 7.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.11 Inspection of Agreement. A copy of this Agreement shall be available at all reasonable times at the principal corporate trust department/office of the Warrant Agent as identified in, or pursuant to the terms of, the notice provisions hereunder and at the office of the Company at 8700 W. Bryn Mawr Ave., Third Floor, Chicago, IL 60631-3507, for inspection by any Holder or any Beneficial Owner. The Warrant Agent may require any such Holder to submit satisfactory proof of ownership for inspection by it.

SECTION 7.12 Defined Terms. As used in this Agreement, the following defined terms have the meanings indicated below:

- (a) “Agreement” means this Warrant Agreement together with the Exhibits hereto, as the same may be amended from time to time.
- (b) “Beneficial Owner” has the meaning ascribed to it in Section 1.07(b).
- (c) “Book-Entry Warrants” has the meaning ascribed to it in Section 1.03(a).

- (d) “Business Day” has the meaning ascribed to it in Section 2.02.
- (e) “Change of Shares” has the meaning ascribed to it in Section 5.01(a).
- (f) “Common Stock” has the meaning ascribed to it in the recitals of this Agreement.
- (g) “Company” has the meaning ascribed to it in the preamble of this Agreement.
- (h) “Confidential Information” has the meaning ascribed to it in Section 4.02(a).
- (i) “Current Market Price” has the meaning ascribed to it in Section 5.01(b).
- (j) “Depository” has the meaning ascribed to it in Section 1.03(a).
- (k) “Election to Purchase” has the meaning ascribed to it in Section 2.03(a).
- (l) “Exchange Act” has the meaning ascribed to it in Section 1.04(d).
- (m) “Exercise Date” has the meaning ascribed to it in Section 2.03(a).
- (n) “Exercise Period” has the meaning ascribed to it in Section 2.02.
- (o) “Exercise Price” has the meaning ascribed to it in Section 2.01.
- (p) “Expiration Date” has the meaning ascribed to it in Section 2.02.
- (q) “First Public Offering” has the meaning ascribed to it in Section 4.01(c).
- (r) “Global Warrant Certificate” has the meaning ascribed to it in Section 1.03(a).
- (s) “Holder” has the meaning ascribed to it in Section 1.07(a).
- (t) “Participant” has the meaning ascribed to it in Section 1.03(a).
- (u) “Representatives” has the meaning ascribed to it in Section 4.02(c).
- (v) “Supplemental Agreement” has the meaning ascribed to it in Section 7.01(a).
- (w) “Transfer Agent” has the meaning ascribed to it in Section 2.03(b).
- (x) “Warrant Agent” has the meaning ascribed to it in the preamble of this Agreement.
- (y) “Warrant Certificate” has the meaning ascribed to it in Section 1.02(a).
- (z) “Warrants” has the meaning ascribed to it in the recitals of this Agreement.
- (aa) “Warrant Shares” has the meaning ascribed to it in Section 1.01.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BALLY TOTAL FITNESS HOLDING
CORPORATION

By: _____
Name: _____
Title: _____

[WARRANT AGENT]

By: _____
Name: _____
Title: _____

EXHIBIT A

[Global Warrant Certificate Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR EXERCISE, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE WARRANT AGREEMENT REFERRED TO HEREIN.

[FORM OF WARRANT CERTIFICATE]

EXERCISABLE ONLY IF COUNTERSIGNED BY THE WARRANT
AGENT AS PROVIDED HEREIN

Warrant Certificate evidencing
Warrants to Purchase

shares of common stock, par value \$0.01 per share, of

BALLY TOTAL FITNESS HOLDING CORPORATION, as described herein.

No. _____

CUSIP No. _____

Number of Warrants _____

VOID AFTER 5:00 P.M., NEW YORK TIME, ON _____, _____,

This certifies that _____ or registered assigns is the registered holder of the number of warrants to purchase certain securities (the "Warrants") indicated above. Each Warrant entitles the holder thereof, subject to the provisions contained herein and in the Warrant Agreement referred to below, to purchase from Bally Total Fitness Holding Corporation, a Delaware corporation (the "Company"), one (1) fully paid, validly issued and nonassessable share of common stock, par value \$0.01 per share of the Company, (each a "Warrant Share" and collectively, the "Warrant Shares"), at the Exercise Price set forth below. The exercise price of each Warrant (the "Exercise Price") shall initially be \$_____ per share.

This Warrant Certificate is issued under and in accordance with the Warrant Agreement, dated as of _____, 2009 (as amended and/or restated from time to time, the "Warrant Agreement"), between the Company and the Warrant Agent and is subject to the terms and provisions contained in the Warrant Agreement, to all of which terms and provisions the holder of this Warrant Certificate and if this Warrant Certificate is a Global Warrant Certificate, the beneficial owners of the Warrants represented by this Warrant Certificate, consent by acceptance hereof. Capitalized terms used herein without definition have the meanings assigned in the Warrant Agreement. Copies of the Warrant Agreement are on file and can be inspected at the office of the Warrant Agent at _____ and at the office of the Company at 8700 W. Bryn Mawr Ave., Third Floor, Chicago, IL 60631-3507.

The number of Warrant Shares issuable upon exercise of the Warrants and the Exercise Price shall be subject to adjustment as provided in the Warrant Agreement.

Subject to the terms of the Warrant Agreement, each Warrant evidenced hereby may be exercised in whole but not in part at any time, as specified herein, on any Business Day (as defined below) occurring during the period (the "Exercise Period") commencing on _____, 2009 and ending at 5:00 P.M., New York time, on _____, 2014 (the "Expiration Date"). Each Warrant remaining unexercised after 5:00 P.M., New York time, on the Expiration Date shall become void, and all rights of the holder of this Warrant Certificate evidencing such Warrant shall cease.

The registered holder of the Warrants represented by this Warrant Certificate may exercise any Warrant evidenced hereby by delivering, not later than 5:00 P.M., New York time, on any Business Day

during the Exercise Period (the “Exercise Date”) to [name of Warrant Agent] (the “Warrant Agent”, which term includes any successor warrant agent under the Warrant Agreement described below) at its [corporate trust department/office at _____,] (i) this Warrant Certificate, (ii) the election to purchase (“Election to Purchase”), on the reverse side of this Warrant Certificate, properly executed and completed by the holder of the Warrants represented by this Warrant Certificate and (iii) the Exercise Price for each Warrant to be exercised in lawful money of the United States of America by certified or official bank check or by bank wire transfer in immediately available funds. If any of (a) this Warrant Certificate, (b) the Election to Purchase or (c) the Exercise Price therefor, is received by the Warrant Agent after 5:00 P.M., New York time, on the specified Exercise Date, the Warrants will be deemed to be received and exercised on the Business Day next succeeding the Exercise Date. If the date specified as the Exercise Date is not a Business Day, the Warrants will be deemed to be received and exercised on the next succeeding day which is a Business Day. If any of the requirements for the exercise of the Warrants shall not have occurred prior to the Expiration Date or the exercise thereof is not otherwise in compliance with the Warrant Agreement, the exercise thereof will be null and void and any funds delivered to the Warrant Agent will be returned to the holder as soon as practicable. In no event will interest accrue on funds deposited with the Warrant Agent in respect of an exercise or attempted exercise of Warrants. The validity of any exercise of Warrants will be determined by the Warrant Agent in its sole discretion, in accordance with the provisions of the Warrant Agreement, and such determination will be final and binding upon the holder of the Warrants and the Company, subject to the terms set forth herein. Neither the Company nor the Warrant Agent shall have any obligation to inform a holder of Warrants of the invalidity of any exercise of Warrants; provided, however, any amount of the exercise price paid in connection with an invalid exercise shall be returned to the exercising holder of Warrants as promptly as practicable. As used herein, the term “Business Day” means any day which is not a Saturday or Sunday and is not a legal holiday or a day on which banking institutions generally are authorized or obligated by law or regulation to close in New York.

Anything to the contrary herein notwithstanding, the exercise of Book-Entry Warrants, including the delivery by Participants of an Election to Purchase or the electronic equivalent thereof and the payment of the Exercise Price with respect thereto, the notification to the Warrant Agent, the Transfer Agent and the Company, and the delivery of Warrant Shares in book-entry form pursuant to such exercise shall be governed by the practices and procedures of the Depository; provided, however, that if any of the conditions for the exercise of the Book-Entry Warrants thereunder shall occur after the Expiration Date, the exercise thereof will be null and void.

If fewer than all of the Warrants evidenced by this Warrant Certificate are exercised, a new Warrant Certificate for the number of Warrants remaining unexercised shall be executed by the Company and countersigned by the Warrant Agent as provided in Section 1.02 of the Warrant Agreement, and delivered to the registered holder of this Warrant Certificate at the address specified on the books of the Warrant Agent or as otherwise specified by such registered holder.

From and after the Exercise Date, the exercising registered holder of the Warrants exercised will be entitled to the benefits of such Warrant Shares.

Subject to the limitations contained in the Warrant Agreement, upon due presentment for registration of transfer or exchange of this Warrant Certificate at the corporate trust office of the Warrant Agent, the Company shall execute, and the Warrant Agent shall countersign and deliver, as provided in Section 1.02 of the Warrant Agreement, in the name of the designated transferee one or more new Warrant Certificates of any authorized denomination evidencing in the aggregate a like number of unexercised Warrants.

Neither this Warrant Certificate nor the Warrants evidenced hereby shall entitle the holder hereof or thereof to any of the rights of a holder of the Warrant Shares, including, without limitation, the right to receive dividends, if any, or payments upon the liquidation, dissolution or winding up of the issuer of the Warrant Shares or to exercise voting rights, if any.

The Warrant Agreement and this Warrant Certificate may be amended as provided in the Warrant Agreement including, under certain circumstances described therein, without the consent of the holder of this Warrant Certificate or the Warrants evidenced thereby.

THIS WARRANT CERTIFICATE AND ALL RIGHTS HEREUNDER AND UNDER THE WARRANT AGREEMENT AND PROVISIONS HEREOF AND THEREOF SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Warrant Certificate shall not be entitled to any benefit under the Warrant Agreement or be valid or obligatory for any purpose, and no Warrant evidenced hereby may be exercised, unless this Warrant Certificate has been countersigned by the manual signature of the Warrant Agent.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated as of _____, _____

BALLY TOTAL FITNESS HOLDING
CORPORATION

By: _____
Name: _____
Title: _____

[NAME OF WARRANT AGENT],
as Warrant Agent

By: _____
Name: _____
Title: _____

[REVERSE]

Instructions for Exercise of Warrant

To exercise the Warrants evidenced hereby, the holder must, by 5:00 P.M., New York time, on the specified Exercise Date, deliver to the Warrant Agent at its corporate trust department/office, a certified or official bank check or a wire transfer in immediately available funds, in each case payable to the Warrant Agent at Account No. _____, in an amount equal to the Exercise Price in full for the Warrants exercised. In addition, the registered Warrant holder must provide the information required below and deliver this Warrant Certificate to the Warrant Agent at the address set forth below. This Warrant Certificate and the Election to Purchase must be received by the Warrant Agent by 5:00 P.M., New York time, on the specified Exercise Date.

ELECTION TO PURCHASE
TO BE EXECUTED IF WARRANT HOLDER DESIRES
TO EXERCISE THE WARRANTS EVIDENCED HEREBY

The undersigned hereby irrevocably elects to exercise, on _____, _____ (the "Exercise Date"), _____ Warrants, evidenced by this Warrant Certificate, to purchase, _____ fully paid, validly issued and nonassessable shares of common stock, par value \$0.01 per share (the "Warrant Shares") of the Company, and represents that on or before the Exercise Date such holder has tendered payment for such Warrant Shares by certified or official bank check or bank wire transfer in immediately available funds to the order of Bally Total Fitness Holding Corporation, a Delaware corporation (the "Company") c/o [Name and address of Warrant Agent], in the amount of \$[_____] in accordance with the terms hereof. The undersigned requests that said Warrant Shares be in fully registered form, in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below.

If said Warrant Shares are less than all of the Warrant Shares purchasable hereunder, the undersigned requests that a new Warrant Certificate evidencing the remaining balance of the Warrants evidenced hereby be issued and delivered to the holder of the Warrant Certificate unless otherwise specified in the instructions below.

Dated: _____, _____

Name _____
(Please Print)

(Insert Social Security or Other Identifying
Number of Holder)

Address _____

Signature _____

This Warrant may only be exercised by presentation to the Warrant Agent at one of the following locations:

By hand at

By mail at

The method of delivery of this Warrant Certificate is at the option and risk of the exercising holder and the delivery of this Warrant Certificate will be deemed to be made only when actually received by the Warrant Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to assure timely delivery.

(Instructions as to form and delivery of Warrant Shares and/or Warrant Certificates)

Name in which Warrant Shares to be registered if other than in the name of the registered holder of this Warrant Certificate:

Address to which Warrant Shares are to be mailed if other than to the address of the registered holder of this Warrant Certificate as shown on the books of the Warrant Agent:

(Street Address)

(City and State) (Zip Code)

Address to which certificate representing unexercised Warrants, if any, are to be mailed if other than to the address of the registered holder of this Warrant Certificate as shown on the books of the Warrant Agent:

(Street Address)

(City and State) (Zip Code)

Dated: _____, _____

Signature

(If Warrant Shares, or a Warrant Certificate evidencing unexercised Warrants, are to be delivered to an account under a name other than that of the registered holder hereof or are to be delivered to an address other than the address of such holder as shown on the books of the Warrant Agent, the above signature must be guaranteed by a member firm of a registered national stock exchange, a member of the Financial Industry Regulatory Authority, a participant in the Security Transfer Agents Medallion Program or the Stock Exchange Medallion Program, or by a commercial bank or trust company having an office or correspondent in the United States.)

SIGNATURE GUARANTEE

Name of Firm _____

Address _____

Area Code
and Number _____

Authorized
Signature _____

Name _____

Title _____

Dated, _____

ASSIGNMENT

(FORM OF ASSIGNMENT TO BE EXECUTED IF WARRANT HOLDER
DESIRES TO TRANSFER WARRANTS EVIDENCED HEREBY)

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____

(Please print name and address
including zip code)

(Please insert social security
or other identifying number)

the rights represented by the within Warrant Certificate and does hereby irrevocably constitute and appoint _____ Attorney, to transfer said Warrant Certificate on the books of the Warrant Agent with full power of substitution in the premises.

Dated: _____, _____

Signature

(Signature must conform in all respects to the name of the holder as specified on the face of this Warrant Certificate and must bear a signature guarantee by a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, a participant in the Security Transfer Agents Medallion Program or the Stock Exchange Medallion Program, or by a commercial bank or trust company having an office or correspondent in the United States.)

SIGNATURE GUARANTEE

Name of Firm _____

Address _____

Area Code
and Number _____

Authorized
Signature _____

Name _____

Title _____

Dated: _____, _____

EXHIBIT G
INITIAL DIRECTORS OF REORGANIZED BALLY