

---

---

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. )\*

**Life Time Group Holdings, Inc.**

---

(Name of Issuer)

**Common Stock**

---

(Title of Class of Securities)

**53190C102**

---

(CUSIP Number)

**Steven E. Fivel**  
**Simon Property Group, Inc.**  
**225 West Washington Street**  
**Indianapolis, IN 46204**  
**(317) 636-1600**

---

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**October 12, 2021**

---

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

---

---

1	NAME OF REPORTING PERSON <b>SLT Investors, LLC</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS <b>WC</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>2,611,834</b>
	8	SHARED VOTING POWER <b>0</b>
	9	SOLE DISPOSITIVE POWER <b>2,611,834</b>
	10	SHARED DISPOSITIVE POWER <b>0</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>2,611,834</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	<b>Not Applicable</b>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>1.36%<sup>1</sup></b>	
14	TYPE OF REPORTING PERSON <b>OO</b>	

<sup>1</sup> Based on 191,478,758 shares outstanding after the closing of Life Time Holding Group, Inc.'s initial public offering, as reflected in Life Time Holding Group, Inc.'s final prospectus dated October 6, 2021.

1	NAME OF REPORTING PERSON <b>Simon Property Group, L.P.</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS <b>WC</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>2,611,8340</b>
	8	SHARED VOTING POWER <b>0</b>
	9	SOLE DISPOSITIVE POWER <b>2,611,834</b>
	10	SHARED DISPOSITIVE POWER <b>0</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>2,611,834</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	<b>Not Applicable</b>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>1.36%<sup>2</sup></b>	
14	TYPE OF REPORTING PERSON <b>PN</b>	

<sup>2</sup> Based on 191,478,758 shares outstanding after the closing of Life Time Holding Group, Inc.'s initial public offering, as reflected in Life Time Holding Group, Inc.'s final prospectus dated October 6, 2021.

1	NAME OF REPORTING PERSON <b>Simon Property Group, Inc.</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS <b>WC</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>2,611,834</b>
	8	SHARED VOTING POWER <b>0</b>
	9	SOLE DISPOSITIVE POWER <b>2,611,834</b>
	10	SHARED DISPOSITIVE POWER <b>0</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>2,611,834</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	<b>Not Applicable</b>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>1.36%<sup>3</sup></b>	
14	TYPE OF REPORTING PERSON <b>CO</b>	

<sup>3</sup> Based on 191,478,758 shares outstanding after the closing of Life Time Holding Group, Inc.'s initial public offering, as reflected in Life Time Holding Group, Inc.'s final prospectus dated October 6, 2021.

**Item 1. Security and Issuer.**

This statement on Schedule 13D relates to the common stock, \$0.01 par value per share (the “Common Stock”), of Life Time Group Holdings, Inc. (the “Issuer”) held by SLT Investors, LLC, Simon Property Group, L.P. and Simon Property Group, Inc. (each, a “Reporting Person”). The address of the principal executive offices of the Issuer is 2902 Corporate Place, Chanhassen, Minnesota 55317.

**Item 2. Identity and Background.**

(a) – (c) This Schedule 13D is being filed on behalf of the following Reporting Persons:

- (i) SLT Investors, LLC;
- (ii) Simon Property Group, L.P.; and
- (iii) Simon Property Group, Inc.

The principal business address for each of the Reporting Persons is 225 West Washington Street, Indianapolis, IN 46204.

Simon Property Group, Inc. owns, develops and manages premier shopping, dining, entertainment and mixed-use destinations. Simon Property Group, Inc. owns its properties and conducts its business activities through its majority-owned operating partnership subsidiary, Simon Property Group, L.P. Simon Property Group, Inc. is the general partner of Simon Property Group, L.P. SLT Investors, LLC is a wholly-owned direct subsidiary of Simon Property Group, L.P.

Attached as Annex A hereto and incorporated herein by reference is a list containing the (a) name, (b) present principal occupation or employment, (c) business address and (d) citizenship, in each case of each director and executive officer of Simon Property Group, Inc., as applicable.

- (d) None of the Reporting Persons or, to the knowledge of the Reporting Persons,<sup>4</sup> each person listed on Annex A, has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) None of the Reporting Persons or, to the knowledge of the Reporting Persons,<sup>5</sup> each person listed on Annex A, has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) SLT Investors, LLC is a Delaware limited liability corporation. Simon Property Group, L.P. is a Delaware limited partnership. Simon Property Group, Inc. is a Delaware corporation.

By virtue of the agreements made pursuant to the Stockholders Agreement (as defined below), certain affiliates of Leonard Green & Partners, L.P. (“LGP”), TPG Global, LLC (“TPG”), LNK Partners (“LNK”), MSD Capital, L.P., MSD Partners, L.P. (“MSD” and, together with MSD Capital, L.P., “MSD Investors”), LifeCo LLC (“LifeCo”), Partners Group (USA) Inc. (“PG”), Teacher Retirement System of Texas, JSS LTF Holdings Limited, the Reporting Persons and Bahram Akradi (collectively, the “Voting Group”) may be deemed to be acting as a group for purposes of Rule 13d-3 under the Securities and Exchange Act of 1934, as amended (the “Exchange Act”). Shares beneficially owned by the other members of the Voting Group are not the subject of this Schedule 13D. For a description of the relationship between the Reporting Persons and the other Voting Group Members, see Item 4 below.

<sup>4</sup> As of March 26, 2021, the date of Simon Property Group, Inc.’s proxy statement for its 2021 annual stockholders meeting.

<sup>5</sup> As of March 26, 2021, the date of Simon Property Group, Inc.’s proxy statement for its 2021 annual stockholders meeting.

---

**Item 3. Source and Amount of Funds or Other Consideration.**

On October 12, 2021, in connection with the closing of the Issuer's initial public offering (the "IPO"), SLT Investors, LLC acquired 99,014 shares of Common Stock upon conversion of the 80,393 shares of the Issuer's Series A Preferred Stock it held. Additionally, on October 12, 2021, SLT Investors, LLC purchased an additional 512,820 shares of Common Stock in the IPO. The source of funds for this purchase was working capital. Except for these transactions, the Reporting Persons have not effected any transactions in the Common Stock during the past 60 days.

**Item 4. Purpose of Transaction.**

The information set forth under Item 3 above is incorporated by reference herein.

*Stockholders Agreement*

In connection with the Issuer's IPO, the Issuer entered into an amended and restated stockholders agreement, dated October 6, 2021 (the "Stockholders Agreement"), with the Voting Group members and certain other stockholders of the Issuer. Pursuant to the Stockholders Agreement, each Voting Group member was granted director nomination rights, agreed to vote all outstanding shares held by such Voting Group member in favor of each other's nominees and agreed to certain limitations on their ability to sell or transfer any shares of Common Stock for 18 months following the IPO.

Pursuant to the Stockholders Agreement:

- so long as TPG (i) has not, following the consummation of the IPO, sold shares of Common Stock, through one or more transactions, resulting in TPG receiving aggregate gross proceeds in an amount at least equal to its initial investment in the Issuer (the "TPG Initial Investment Sell-Down"), TPG will be entitled to nominate three directors, (ii) has effected the TPG Initial Investment Sell-Down, but still beneficially owns shares of Common Stock greater than or equal to 15% of the then outstanding shares of Common Stock, TPG will be entitled to nominate two directors, (iii) beneficially owns less than 15%, but greater than or equal to 10% of the then outstanding shares of Common Stock, TPG will be entitled to nominate one director and (iv) owns less than 10% of the then outstanding shares of Common Stock, TPG will not be entitled to nominate a director;
  - so long as LGP (i) has not, following the consummation of the IPO, sold shares of Common Stock, through one or more transactions, resulting in LGP receiving aggregate gross proceeds in an amount at least equal to its initial investment in the Issuer (the "LGP Initial Investment Sell-Down"), LGP will be entitled to nominate three directors, (ii) has effected the LGP Initial Investment Sell-Down, but still beneficially owns shares of Common Stock greater than or equal to 15% of the then outstanding shares of Common Stock, LGP will be entitled to nominate two directors, (iii) beneficially owns less than 15%, but greater than or equal to 10% of the then outstanding shares of Common Stock, LGP will be entitled to nominate one director and (iv) owns less than 10% of the then outstanding shares of Common Stock, LGP will not be entitled to nominate a director;
  - so long as LNK, MSD Investors, LifeCo or PG, as applicable, (i) has not, following the consummation of the IPO, sold shares of Common Stock, through one or more transactions, resulting in LNK, MSD, LifeCo or PG, as applicable, receiving aggregate gross proceeds in an amount at least equal to its initial investment in the Issuer (the "Other Stockholder Initial Investment Sell-Down"), LNK, MSD, LifeCo and PG, as applicable, will each be entitled to nominate one director and (ii) has effected the Other Stockholder Initial Investment Sell-Down, LNK, MSD, LifeCo and PG, as applicable, will not be entitled to nominate a director; and
  - so long as Mr. Akradi serves as Chief Executive Officer of the Issuer, he will be entitled to nominate one director and if Mr. Akradi ceases to serve as Chief Executive Officer, he will not be entitled to nominate a director.
-

The Stockholders Agreement also includes provisions pursuant to which the Issuer has agreed to file registration statements under the Securities Act covering resales of the shares of Common Stock held by LGP and TPG, and has granted members of the Voting Group and certain other stockholders the right to piggyback on such registration statements in certain circumstances.

References to and descriptions of the Stockholders Agreement set forth above are not intended to be complete and are qualified in their entirety by reference to the full text of such agreement, which is filed as Exhibit 1 hereto and is incorporated by reference herein.

*General*

The Reporting Persons acquired the securities described in this Schedule 13D for investment purposes and intend to review such investment in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Persons' review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

Subject to the terms of the Stockholders Agreement and applicable law, the Reporting Persons may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Persons may engage in discussions with management, the Board, and stockholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or take-private transaction that could result in the de-listing or de-registration of the Common Stock; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

**Item 5. Interest in Securities of the Issuer.**

Reference to percentage ownerships of the Common Stock in this Schedule 13D are based on 191,478,758 shares of the Common Stock issued and outstanding after the closing of the IPO, as reflected in the Issuer's final prospectus dated October 6, 2021.

(a) – (b)

- (i) As of the date of this Schedule 13D, SLT Investors, LLC may be deemed to be the beneficial owner of the 2,611,834 shares of Common Stock (approximately 1.36% of the Common Stock) it holds directly. SLT Investors, LLC may be deemed to have sole voting and dispositive power with respect to all such shares of Common Stock.
  - (ii) Simon Property Group, L.P. is the sole owner of SLT Investors, LLC. Accordingly, as of the date of this Schedule 13D, Simon Property Group, L.P. may be deemed to beneficially own all of the 2,611,834 shares of Common Stock (approximately 1.36% of the Common Stock) held by SLT Investors, LLC. Simon Property Group, L.P. may be deemed to have sole voting and dispositive power with respect to all such shares of Common Stock.
  - (iii) Simon Property Group, Inc. is the general partner of Simon Property Group, L.P. Accordingly, as of the date of this Schedule 13D, Simon Property Group, Inc., may be deemed to be the beneficial
-

owner of all of the 2,611,834 shares of Common Stock (approximately 1.36% of the Common Stock) beneficially owned by Simon Property Group, L.P. Simon Property Group, Inc. may be deemed to have sole voting and dispositive power with respect to all such shares of Common Stock.

Each of the Reporting Persons disclaims beneficial ownership of the shares of the Common Stock beneficially owned by such Reporting Person, except to the extent of its or his pecuniary interest therein.

In addition, as discussed in Item 2 above, by virtue of the agreements made pursuant to the Stockholders Agreement, the Voting Group members may be deemed to be acting as a group for purposes of Rule 13d-3 under the Exchange Act. Shares beneficially owned by the other members of the Voting Group are not the subject of this Schedule 13D and accordingly, none of the other members of the Voting Group are included as reporting persons herein. Each of the Reporting Persons expressly disclaims beneficial ownership of the shares of Common Stock owned by other members of the Voting Group.

(c) Except as described in Items 3 and 4, the Reporting Persons have not effected any transactions in the Common Stock during the past 60 days.

(d) None.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 4 above summarizes certain provisions of the Stockholders Agreement and is incorporated herein by reference. A copy of the Stockholders Agreement is attached as Exhibit 1 hereto and incorporated herein by reference.

In addition, in connection with the IPO, SLT Investors, LLC executed a lock up agreement (the "Lock Up Agreement"), which restricts the ability of SLT Investors, LLC to dispose of its shares of the Issuer's common stock for a period of 180 days following the date of the final prospectus relating to the offering. A copy of the Lock Up Agreement is attached as Exhibit 2 hereto and incorporated herein by reference.

On October 22, 2021, each of the Reporting Persons entered into a joint filing agreement (the "Joint Filing Agreement"), pursuant to which the Reporting Persons agreed to the joint filing on behalf of each of them of statements on this Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. A copy of the joint filing agreement is attached as Exhibit 3 hereto and is incorporated herein by reference.

Except as set forth herein, the Reporting Persons do not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including, but not limited to, any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

**Item 7. Materials to be Filed as Exhibits**

Exhibit Number*	Description
1	Third Amended and Restated Stockholders Agreement (incorporated by reference to Exhibit 10.34 to the Issuer's Registration Statement on Form S-1, filed with the Securities and Exchange Commission on September 29, 2021).
2	Lock Up Agreement, dated as of September 29, 2021.
3	Joint Filing Agreement, dated as of October 22, 2021.

## SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

**Date:** October 22, 2021

**SLT Investors, LLC**

By: /s/ Steven E. Fivel  
Steven E. Fivel  
Secretary and General Counsel

**Simon Property Group, L.P.**

By: Simon Property Group, Inc., its general partner

By: /s/ Steven E. Fivel  
Steven E. Fivel  
Secretary and General Counsel

**Simon Property Group, Inc.**

By: /s/ Steven E. Fivel  
Steven E. Fivel  
Secretary and General Counsel

---

## LOCK-UP AGREEMENT

September 29, 2021

Goldman Sachs & Co. LLC  
Morgan Stanley & Co. LLC  
BofA Securities, Inc.

c/o Goldman Sachs & Co. LLC  
200 West Street  
New York, New York 10282

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036

BofA Securities, Inc.  
One Bryant Park  
New York, New York 10036

Ladies and Gentlemen:

The undersigned understands that Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and BofA Securities, Inc. (collectively, the “**Representatives**”) propose to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with Life Time Group Holdings, Inc., a Delaware corporation (the “**Company**”), providing for the public offering (the “**Public Offering**”) by the several Underwriters, including the Representatives (the “**Underwriters**”), of shares (the “**Shares**”) of common stock, par value \$0.01 per share, of the Company (the “**Common Stock**”).

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC on behalf of the Underwriters, he, she or it will not, and will not publicly disclose an intention to, during the period commencing on the date hereof and ending 180 days after the date of the final prospectus (the “**Restricted Period**”) relating to the Public Offering (the “**Prospectus**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Stock (“**Other Securities**”) or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such Other Securities, in cash or

---

otherwise. The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transaction designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition of any shares of Common Stock, or any securities convertible into or exercisable or exchangeable for Common Stock, even if any such sale or disposition transaction or transactions would be made or executed by or on behalf of someone other than the undersigned.

Notwithstanding the foregoing, the undersigned may transfer the undersigned's shares of Common Stock or Other Securities in the following transactions:

- (a) transactions relating to shares of Common Stock or Other Securities acquired (1) in the Public Offering (subject to the restriction on shares purchased by officers or directors of the Company set forth below) or (2) in open market transactions after the completion of the Public Offering;
- (b) transfers of shares of Common Stock or any security convertible into Common Stock as a bona fide gift, or for bona fide estate planning purposes;
- (c) if the undersigned is a corporation, partnership, limited liability company or other business entity, (A) to another corporation, partnership, limited liability company or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlled or managed by the undersigned or affiliates of the undersigned, or (B) as part of a distribution by the undersigned to its stockholders, partners, members or other equityholders or to the estate of any such stockholders, partners, members or other equityholders;
- (d) by will, other testamentary document or intestacy;
- (e) to any member of the undersigned's immediate family or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust (for purposes of this agreement, "immediate family" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin);
- (f) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement;
- (g) facilitating the establishment of a trading plan on behalf of a stockholder, officer or director of the Company pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock, *provided* that (i) such plan does not provide for the transfer of Common Stock during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Stock may be made under such plan during the Restricted Period;

(h) transfers to the Company from an employee of or service provider of the Company upon death, disability or termination of employment, in each case, of such employee or service provider;

(i) (A) transfers to the Company in connection with the vesting, settlement, or exercise of restricted stock units, options, warrants or other rights to purchase shares of Common Stock (including, in each case, by way of “net” or “cashless” exercise), including for the payment of exercise price and tax and remittance payments due as a result of the vesting, settlement, or exercise of such restricted stock units, options, warrants or rights, or (B) transfers necessary (including transfers on the open market) to generate such amount of cash needed for the payment of taxes, including estimated taxes, due as a result of the vesting or settlement of restricted stock units whether by means of a “net settlement” or otherwise, and in all such cases described in subclauses (A) and (B), provided that any such shares of Common Stock received upon such exercise, vesting or settlement shall be subject to the terms of this agreement, and provided further that any such restricted stock units, options, warrants or rights are held by the undersigned pursuant to an agreement or are equity awards granted under a stock incentive plan or other equity award plan, with each such agreement or plan described in the Prospectus;

(j) transfers to the Company in connection with the repurchase of shares of Common Stock issued pursuant to equity awards granted under a stock incentive plan or other equity award plan, which plan is described in the Prospectus, or pursuant to the agreements pursuant to which such shares were issued, as described in the Prospectus; provided that such repurchase of shares of Common Stock is in connection with the termination of the undersigned’s service-provider relationship with the Company;

(k) transfers pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company’s capital stock involving a Change of Control of the Company; *provided* that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned’s Common Stock shall remain subject to the provisions of this agreement; and

(l) exercise of any rights to purchase, exchange or convert any stock options granted to the undersigned pursuant to the Company’s equity incentive plans referred to in the Prospectus, or any warrants or other securities convertible into or exercisable or exchangeable for shares of Common Stock, which warrants or other securities are described in the Prospectus;

*provided* that in the case of clauses (a), (b), (c) and (e) above no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with such transfer or distribution (other than a filing on Form 5);

*provided* that in the case of clauses (d), (f), (h), (i), (j) and (l), (1) any filing under Section 16 of the Exchange Act made during the Lock-Up Period shall clearly indicate in the footnotes thereto that (A) the filing relates to the circumstances described in the applicable clause and (B) to the extent applicable, the underlying shares of Common

Stock continue to be subject to the restrictions on transfer set forth in this lock-up agreement and (2) the undersigned does not otherwise voluntarily effect any other public filings or reports regarding such exercise during the Lock-Up Period;

*provided* that in the case of any transfer or distribution pursuant to clause (b), (c), (d), (e) or (f), each transferee, donee or distributee shall sign and deliver a lock-up agreement substantially in the form of this agreement;

*provided* that in the case of any conversion, reclassification, exchange or exercise pursuant to clause (l), any such shares of Common Stock received upon such action shall remain subject to the provisions of this agreement; and

*provided* that in the case of clauses (b), (c), (d) and (e), such transfer shall not involve a disposition for value.

For purposes of clause (k), "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), of shares of capital stock if, after such transfer, such person or group of affiliated persons would beneficially own (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) at least a majority of the outstanding voting securities of the Company (or the surviving entity).

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing restrictions shall be equally applicable to any issuer-directed Shares the undersigned may purchase in the offering.

If the undersigned is a director or "officer" of the Company (as defined in Rule 16a-1(f) under the Exchange Act), (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a sale or transfer of shares of Common Stock or Other Securities, the Representatives will notify the Company of the impending release or waiver, and (ii) the Company will agree or has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service or any other method that satisfies the obligations described in FINRA Rule 5131(d) at least two business days before the effective date of the release or waiver. Any release or waiver granted by Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration or to an immediate family member as defined in FINRA Rule 5130(i)(5) and (b) the transferee has agreed in writing to be bound by the same terms described in this agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The

undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the Shares and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Underwriters may provide certain Regulation Best Interest and Form CRS disclosures or other related documentation to you in connection with the Public Offering, the Underwriters are not making a recommendation to you to participate in the Public Offering or sell any Shares at the price determined in the Public Offering, and nothing set forth in such disclosures or documentation is intended to suggest that any Underwriter is making such a recommendation.

The undersigned further acknowledges and agrees that none of the Underwriters has made any recommendation or provided any investment or other advice to the undersigned with respect to this Lock-Up Agreement or the subject matter hereof, and the undersigned has consulted its own legal, accounting, financial, regulatory, tax and other advisors with respect to this Lock-Up Agreement and the subject matter hereof to the extent the undersigned has deemed appropriate.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

Notwithstanding anything herein to the contrary, if (i) the closing of the Public Offering has not occurred prior to December 31, 2021 (or March 31, 2022 if agreed in writing by each of Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and the Company), (ii) the registration statement related to the Public Offering is withdrawn prior to the execution of the Underwriting Agreement, or (iii) the Company notifies the Representatives or the Representatives notify the Company, in either case in writing prior to the execution of the Underwriting Agreement, that the notifying party does not intend to proceed with the Public Offering, this agreement shall automatically terminate and be of no further force or effect.

The undersigned hereby consents to receipt of this agreement in electronic form and understands and agrees that this agreement may be signed electronically. In the event that any signature is delivered by facsimile transmission, electronic mail, or otherwise by electronic transmission evidencing an intent to sign this agreement, such facsimile transmission, electronic mail or other electronic transmission shall create a valid and binding obligation of the undersigned with the same force and effect as if such signature were an original. Execution and delivery of this agreement by facsimile transmission, electronic mail or other electronic transmission is legal, valid and binding for all purposes.

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very Truly Yours,

SLT Investors, LLC

By: /s/ Steven E. Fivel

Name: Steven E. Fivel

Title: Secretary and General

225 W. Washington Street

Indianapolis, Indiana 46204

(Address)

*[Signature Page to Lock-Up Agreement]*

---

**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D, and amendments thereto, relating to the common stock, \$0.01 par value per share, of Life Time Group Holdings, Inc. This Joint Filing Agreement shall be included as an exhibit to such joint filing and may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

In evidence thereof, each of the undersigned, being duly authorized, hereby executes this Joint Filing Agreement.

Date: October 22, 2021

**SLT Investors, LLC**

By: /s/ Steven E. Fivel  
Steven E. Fivel  
Secretary and General Counsel

**Simon Property Group, L.P.**

By: Simon Property Group, Inc., its general partner

By: /s/ Steven E. Fivel  
Steven E. Fivel  
Secretary and General Counsel

**Simon Property Group, Inc.**

By: /s/ Steven E. Fivel  
Steven E. Fivel  
Secretary and General Counsel

---

## ANNEX A

Directors and Executive Officers of Simon Property Group, Inc.<sup>1 2</sup>

Name	Principal Occupation	Citizenship
David Simon	Chairman of the Board, Chief Executive Officer and President of Simon Property Group, Inc.	United States
Glyn F. Aepfel	President and Chief Executive Officer of Glencove Capital	United States
Larry C. Glasscock	Former Chairman and Chief Executive Officer of Anthem, Inc.	United States
Karen N. Horn, Ph.D.	Senior Managing Director of Brock Capital Group	United States
Allan Hubbard	Co-Founder, Chairman and Partner of E&A Companies	United States
Reuben S. Leibowitz	Managing Member of JEN Partners	United States
Gary M. Rodkin	Retired Chief Executive Officer and Director of ConAgra Foods, Inc.	United States
Stefan M. Selig	Founder of BridgePark Advisors LLC	United States
Herbert Simon	Chairman Emeritus of the Board of Simon Property Group, Inc.	United States
Daniel C. Smith, Ph.D.	Clare W. Barker Professor of Marketing, Indiana University, Kelley School of Business	United States
J. Albert Smith, Jr.	Chairman, Chase Bank in Central Indiana, and Managing Director of J.P. Morgan Private Bank	United States
Richard S. Sokolov	Vice Chairman of Simon Property Group, Inc.	United States
Marta R. Stewart	Retired Executive Vice President and Chief Financial Officer of Norfolk Southern Corporation	United States
Steven E. Fivel	General Counsel and Secretary of Simon Property Group, Inc.	United States
Brian J. McDade	Executive Vice President, Chief Financial Officer and Treasurer of Simon Property Group, Inc.	United States
John Rulli	Chief Administrative Officer of Simon Property Group, Inc.	United States
Alexander L. W. Snyder	Assistant General Counsel and Assistant Secretary of Simon Property Group, Inc.	United States

<sup>1</sup> The address for these individuals is c/o Simon Property Group, Inc., 225 West Washington Street, Indianapolis, IN 46204.

<sup>2</sup> As of March 26, 2021, the date of Simon Property Group, Inc.'s proxy statement for its 2021 annual stockholders meeting.