



W3037952

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

E# 3037952 PG 1 OF 3
Leann H. Kiltz, WEBER COUNTY RECORDER
28-Feb-20 01:57 PM FEE \$40.00 DEP TN
REC FOR: THOMAS TITLE & ESCROW
ELECTRONICALLY RECORDED

FITNESS ALLIANCE, LLC
1 East Washington Street, Suite 500
Phoenix, Arizona 85004

Tax I.D.: 09-102-0007

MEMORANDUM OF LEASE

By this Memorandum of Lease, made as of the Effective Date defined below, by and between **BG ROY FITNESS, LLC**, an Arizona limited liability company ("Landlord"), and **FITNESS ALLIANCE, LLC**, an Arizona limited liability company ("Tenant"):

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencement on the Lease Commencement Date and continues for a period of fifteen (15) years and four (4) months, as such dates shall be adjusted pursuant to a lease of even date herewith between the parties hereto (the "Lease") and subject to prior termination or to extension as therein provided, those premises described in the Lease (the "Leased Premises"), which Leased Premises comprise the real property located in the City of Roy, County of Weber, State of Utah, and described in the attached **Exhibit A**, which is made a part hereof.

Provisions for rent and the other terms, covenants, and conditions of said letting including without limitation, the options on the part of Tenant for prior termination and for extension, and exclusive use rights, are set forth at length in the Lease and all of said provisions, terms, covenants, and conditions are, by reference thereto, hereby incorporated in and made a part of this Memorandum of Lease.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns, and successors of the respective parties, and all covenants, conditions, and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

This Memorandum of Lease is made and executed by the parties hereto solely for the purpose of recording the same in the office of the public records of Weber County, Utah, and is subject in each and every respect to the rents and other terms, covenants, and conditions of the Lease, and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify, or vary the rents and other terms, covenants, and conditions of the Lease. In the event of any conflict or inconsistency between the terms, covenants, and conditions of the Lease and the provisions of this Memorandum of Lease, the terms, covenants, and conditions of the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, to be effective as of the Lease date, January 23, 2020.

"Landlord":

BARCLAY HOLDINGS LXXXVIII, LLC, an Arizona limited liability company

By: [Signature] Name: Scott T. Archer Title: Manager

"Tenant":

FITNESS ALLIANCE, LLC, an Arizona limited liability company

By: [Signature] Name: Richard Drengberg Title: CEO

State of Arizona) County of Maricopa) ss

The foregoing instrument was acknowledged before me this 5 day of February, 2020 by Scott T. Archer, the Manager of Barclay Holdings LXXXVIII, LLC, an Arizona limited liability company, on behalf of said company.

[Signature] Notary Public

(Seal and Expiration Date)



State of Arizona) County of Maricopa) ss

The foregoing instrument was acknowledged before me this 12 day of February, 2020 by Richard Drengberg, the CEO of Fitness Alliance, LLC, an Arizona limited liability company, on behalf of said company.

[Signature] Notary Public

(Seal and Expiration Date)

exp 8/31/21



RICK LILJEGREN Notary Public - Arizona Maricopa County Expires 08/31/2021

EXHIBIT A

to Memorandum of Lease

(Leased Premises)

The Land referred to herein below is situated in the County of Weber, State of Utah, and is described as follows:

PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT 783.3 FEET SOUTH AND 175 FEET NORTH $89^{\circ}58'$ WEST OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 343.65 FEET; THENCE EAST 125 FEET TO THE WEST LINE OF HIGHWAY; THENCE SOUTH 52.35 FEET; THENCE WEST 463 FEET; THENCE NORTH 66 FEET; THENCE WEST 122 FEET TO THE WEST LINE OF 2000 WEST STREET; THENCE NORTH 198 FEET ALONG STREET; THENCE EAST 5 FEET; THENCE NORTH $0^{\circ}10'$ EAST 112.10 FEET; THENCE AROUND THE ARC OF A 20 FOOT RADIUS CURVE TO RIGHT 31.37 FEET; THENCE SOUTH $89^{\circ}58'$ EAST 181 FEET; THENCE SOUTH $0^{\circ}10'$ WEST 132 FEET; THENCE SOUTH $89^{\circ}58'$ EAST 138 FEET; THENCE NORTH $0^{\circ}10'$ EAST 132 FEET; THENCE SOUTH $89^{\circ}58'$ EAST 116 FEET TO BEGINNING.