



W3037955

E# 3037955 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
28-Feb-20 0157 PM FEE \$40.00 DEP TN
REC FOR: THOMAS TITLE & ESCROW
ELECTRONICALLY RECORDED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Kathy Clark 480-425-2649
B. E-MAIL CONTACT AT FILER (optional) Clark@sackstierney.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Kathy Clark Sacks Tierney P.A. 4250 N. Drinkwater Blvd., Suite 400 Scottsdale, Arizona 85251</p> <p>Tax I.D.: 09-102-0007</p> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME BG ROY FITNESS, LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 2390 E. Camelback Road, Suite 200		CITY Phoenix	STATE POSTAL CODE COUNTRY AZ 85016 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Academy Bank, N.A.			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 1111 Main Street, Suite 202		CITY Kansas City	STATE POSTAL CODE COUNTRY MO 64105 USA

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibits A and B.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
AC065.13 / 2639532

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME BG ROY FITNESS, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME					
OR					
10b. INDIVIDUAL'S SURNAME					
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX	
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME					
OR					
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:
See Exhibit B.

17. MISCELLANEOUS:

EXHIBIT A

COLLATERAL

All right, title and interest now owned or hereafter acquired by Debtor in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances (collectively, the "**Property**"):

(a) The land located in Weber County, Utah as further described in the Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement, dated February 28, 2020 (the "**Deed of Trust**"), executed by Debtor, as trustor, to and for the benefit of Secured Party, as trustee and beneficiary, together with all land that from time to time, by lease or otherwise, may be expressly made subject to the Deed of Trust and all estates and development rights hereafter acquired by Debtor for use in connection with such land, the "**Real Property**";

(b) All present and future tenements, hereditaments, easements, rights, leases (whether written or oral, or for a definite term or month-to-month), together with all income, receipts, revenues, rents, issues and profits, now or hereafter arising therefrom, or from the Property, including guaranties of leases, letters of credit, subleases, licenses, benefits, privileges, permits, water, water rights, rights of way, fences and appurtenances belonging or in any way appurtenant to, the Property or any portion thereof, or any improvements or development thereon, and all remainders, rents, issues, and profits thereof;

(c) All buildings and above ground and underground improvements, structures, and fixtures now or hereafter erected on, or attached to, the Real Property or any portion thereof (collectively, the "**Improvements**");

(d) To the extent permitted by law, all present and future licenses, permits, approvals and agreements from or with any governmental or quasi-governmental agency or entity or any other person relevant to the zoning, subdivision, division, development, improvement, use, lease, sale or other disposition of the Real Property or any portion thereof, or any buildings or improvements now or hereafter erected, placed or located on the Real Property or any portion thereof;

(e) To the extent permitted by the applicable agreements, all present and future plans, specifications, drawings, analyses, surveys, reports and other design products, relating to all present and future buildings and tenant and other improvements (including landscaping) constructed on the Real Property or any portion thereof, and all rights in and to all architectural and engineering contracts, construction management agreements, construction contracts, surety bonds, warranties, land use plans, studies, building contracts, soils reports, appraisals, feasibility and market studies, management agreements, consulting agreement, operating agreements, service contracts, development contracts, design and sign design contracts, space planning contracts and any other agreements with respect to planning, designing, developing, or inspecting the Real Property or any portion thereof and any improvements or construction thereon, including the right to maintain signage with respect to the Real Property or any business conducted thereon, whether or not appurtenant to the Real Property, together with any accounts

and funds maintained under, pursuant to, or in connection with any such contracts and agreements;

(f) All of the beneficial interest of Debtor in any holding trust, if title or any interest of Debtor in the Real Property is vested in or held by a trustee, and all rights to further encumber the Real Property or any portion thereof or any interest therein for debt;

(g) To the extent permitted by the applicable agreements, all present and future water service and wastewater capacity reservation agreements and security agreements, and all other present and future contracts, agreements, books and records relating to the development, improvement, use, leasing, sale, disposition, operation and management of the Real Property or any portion thereof, all buildings and other improvements or personal property now or hereafter placed, erected or located on the Real Property, and any accounts and funds maintained under, pursuant to, or in connection with any such contracts and agreements;

(h) All present and future rights (but not the obligations) under or with respect to any declarations of restrictions governing or imposing rights or responsibilities on or with respect to any portion of the Real Property, as may hereafter be amended, modified, supplemented or assigned, including all of Debtor's right, title and interest thereunder;

(i) All adjacent streets (open or proposed), roads, sidewalks, alleys, public places, parking areas, and strips and gores of land now or hereafter appurtenant to or used or useful in connection with the Real Property or any portion thereof, or any buildings or other improvements now or hereafter erected, placed or located on the Real Property or any portion thereof;

(j) To the extent permitted by the applicable agreements, all contracts (including, without limitation, service, supply, maintenance, management, consulting and construction contracts), registrations, franchise agreements, permits, licenses (to the fullest extent assignable by Debtor), plans and specifications, options, deposits (including deposits with any public or private utility with respect to utility services furnished to the Real Property), refunds, credits, retentions, and other agreements, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of any business or activity conducted by Borrower from the Real Property, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, while an Event of Default remains uncured, to receive and collect any sums payable to Debtor thereunder;

(k) All rights Debtor may have, if any, to the use of any trade name or trademark by which the Real Property or any portion thereof, or any improvements or development thereon, are known;

(l) All rights under any policy or policies of insurance (including premium refunds and credits and insurance proceeds) insuring against damage or loss with respect to any portion of the Property, including all fire, casualty, business interruption, rent loss and flood insurance, whether or not such insurance is required by the Deed of Trust or Secured Party;

(m) All rights in and to any present and future deposit accounts (general time or demand, provisional or final) or investment or other accounts (including all accounts held jointly with

someone else) maintained with Secured Party, or with another institution into which proceeds of the loan secured hereby have been deposited;

(n) All goods, materials, supplies, machinery, furniture and furnishings, appliances, attachments, equipment, inventory, merchandise, general intangibles, accounts, chattel paper, instruments, promissory notes, drafts, investment property, commercial tort claims, letters of credit, letter-of-credit rights, supporting obligations, documents and other personal property and assets of any type owned by Debtor and located on the Real Property (collectively, the "**Personal Property**"); and

(o) All (i) replacements and substitutions for, (ii) additions to, (iii) proceeds and products of (including all insurance proceeds and condemnation awards (or proceeds of any purchase in lieu thereof) which are or may become payable with respect to), and (iv) books, records and files relating to, all or any portion of the items described in the preceding subsections.

The foregoing descriptions of items constituting the Property shall be construed as cumulative and not limiting, and the terms "include" and "including," when used in those descriptions, shall mean without limitation by reason of enumeration. Unless the context clearly indicates otherwise, the terms "equipment," "inventory," "accounts," "instruments," "promissory notes," "investment property," "commercial tort claims," "deposit accounts," "letter-of-credit rights," "supporting obligations," "chattel paper," "general intangibles," "proceeds" and "products" shall have the meanings provided for those terms in the Arizona Uniform Commercial Code in effect on the date of the Deed of Trust. Capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement, dated February 28, 2020, between Debtor and Secured Party.

EXHIBIT B

LEGAL DESCRIPTION

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°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°10' EAST 112.10 FEET; THENCE AROUND THE ARC OF A 20 FOOT RADIUS CURVE TO RIGHT 31.37 FEET; THENCE SOUTH 89°58' EAST 181 FEET; THENCE SOUTH 0°10' WEST 132 FEET; THENCE SOUTH 89°58' EAST 138 FEET; THENCE NORTH 0°10' EAST 132 FEET; THENCE SOUTH 89°58' EAST 116 FEET TO BEGINNING.