

**NOTICE OF SECURED PARTY'S PUBLIC SALE OF COLLATERAL  
UNDER NORTH CAROLINA UNIFORM COMMERCIAL CODE**

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

PLEASE TAKE NOTICE that, pursuant to North Carolina General Statutes §25-9-610, et al, North Carolina Uniform Commercial Code and that certain Security Agreement (the "Agreement"), dated as of March 30, 2018, executed by and among GARD FITNESS, LLC, a North Carolina limited liability corporation ("Borrower") and UNITED COMMUNITY BANK (the "Secured Party"), the Secured Party is hereby selling pursuant to a public auction under the North Carolina Uniform Commercial Code (the "Auction") certain property of Borrower (the "Sale") with the best offer controlling the Sale, conducted by Auction Management Corporation (the "Auctioneer") via online only at [www.amcbid.com](http://www.amcbid.com) (the "Website"). Opening bids commence on January 20, 2020 at 12:00 p.m. EST and close on January 28, 2020 at 10:00 a.m. EST, unless otherwise extended due to active competitive bidding.

The Secured Party was granted a first priority security interest in certain assets to secure the underlying indebtedness and obligations of Borrower to the Secured Party (the "Indebtedness"), as set forth in that certain \$1,833,400.00 U.S. Small Business Administration Note, dated as of March 30, 2018, executed by Borrower, in favor of the Secured Party (the "Note"), as secured by the Agreement as evidenced by that certain UCC Financing Statement with Borrower as Debtor and Secured Party as the Secured Party, Filing No. 20180012020H, filed on February 6, 2018 with the North Carolina Secretary of State (the "Financing Statement").

The full Indebtedness secured by the Agreement has been and is hereby declared due and payable because of certain events of default that have occurred and are continuing under the terms of the Agreement, including without limitation, nonpayment of the Indebtedness as and when due, and the full Indebtedness as evidenced by the Note and the Agreement is now and remains due and payable in full. As a result of the foregoing, in accordance with the Agreement, and North Carolina law, the Secured Party has determined to exercise its remedies thereunder, including without limitation the power of sale, for the sole purpose of paying the Indebtedness, including all expenses of the Sale, attorneys' fees, and all other payments provided for under and pursuant to the Agreement.

Written notice of this Auction was given to Borrower, whereby the Secured Party provided notice of its intent to foreclose upon the following property of the Borrower, whether now or hereafter owned, existing, acquired or arising and wherever now or hereafter located (all terms used hereinafter and not otherwise defined shall have the meaning ascribed thereto in the North Carolina Uniform Commercial Code, including without limitation, all tangible and intangible property of the Borrower, whether now owned or hereafter acquired, wherever located, including, but not limited to, the Borrower's interest now owned and hereafter acquired in the following types or items of property:

(A) ALL ACCOUNTS. A SECURITY INTEREST IN ALL ACCOUNTS NOW OWNED OR EXISTING AS WELL AS ANY AND ALL THAT MAY HEREAFTER ARISE OR BE ACQUIRED BY BORROWER, AND ALL THE PROCEEDS AND





