

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] <b>Linda Rekas Sloan, Esq. 401-861-1170</b>
B. SEND ACKNOWLEDGMENT TO: [Name and Address]  <b>Linda Rekas Sloan, Esq. Orson and Brusini Ltd. 325 Angell Street Providence, RI 02906</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME <b>Bridge To Fitness, Inc.</b>					
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>951 Aquidneck Avenue</b>		CITY <b>Middletown</b>	STATE <b>RI</b>	POSTAL CODE <b>02842</b>	COUNTRY <b>USA</b>
1d. TAX ID #, SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Corporation</b>	1f. JURISDICTION OF ORGANIZATION <b>Rhode Island</b>	1g. ORGANIZATIONAL ID #, if any <b>135301</b>	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME: - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #, SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S LAST NAME <b>Cecchi</b>	FIRST NAME <b>Michael</b>	MIDDLE NAME <b>A.</b>	SUFFIX	
3c. MAILING ADDRESS <b>29 JH Dwyer Drive</b>		CITY <b>Middletown</b>	STATE <b>RI</b>	POSTAL CODE <b>02842</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

All tangible and intangible personal property of Debtor, including but not limited to accounts, inventory, machinery, equipment, fixtures and general intangibles, all as further described in EXHIBIT A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

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

7. TO REQUEST A SEARCH REPORT, FILE A UCC11

8. OPTIONAL FILER REFERENCE DATA:  
**filed at RI Secretary of State's Office**

**EXHIBIT A to UCC-1 Financing Statement**  
**from Bridge To Fitness, Inc. ("Debtor") to**  
**Michael A. Cecchi ("Secured Party")**

1.1 Accounts now owned or hereafter acquired by Debtor. The term "Accounts" means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, all of Debtor's now owned or hereafter acquired accounts receivable, notes, drafts, acceptances, and other forms of obligations and receivables from goods sold or services rendered, all guarantees and securities therefor, all of Debtor's right, title, and interest in any and all goods which gave rise thereto, and all of Debtor's rights earned or to be earned hereafter under contract(s) to sell goods or to render services and in the proceeds thereof.

1.2 Inventory now owned or hereafter acquired by Debtor. The term "Inventory" means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then effect, all of Debtor's now owned or hereafter acquired goods, merchandise, and other personal property held and intended for sale or other disposition by Debtor and materials and supplies of every nature used or usable in connection with the selling or furnishing of such goods, merchandise, and other personal property, including goods returned or to be returned, identified or not identified to contracts, as well as all contract rights with respect thereto and all documents representing the same.

1.3 Machinery, Equipment, and Fixtures now owned or hereafter acquired by Debtor. The collective term "Machinery, Equipment, and Fixtures" means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, all of Debtor's now owned or hereafter acquired machinery, equipment, including automotive equipment, fixtures, furniture, parts, tools, dies, attachments, supplies, and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto.

1.4 General Intangibles now owned or hereafter acquired by Debtor. The term "General Intangibles" means and includes, in addition to the meaning thereof under the applicable provisions of the Uniform Commercial Code then in effect, all of Debtor's now owned or hereafter acquired general intangibles, patents, trademarks, tradenames, tradestyles, copyrights, goodwill, name and directory listings, royalties, intellectual property rights, licenses, choses in action, tax refunds, insurance proceeds, rebates, refunds, cash, warehouse receipts, securities, contract rights, deposits, documents of title, as well as any "documents", "chattel paper", and "instruments" as defined under the Uniform Commercial Code then in effect.

1.5 The security interest created by this Agreement covers all property of the same character as that covered by this Agreement which Debtor may hereafter acquire at any time until the termination of this Agreement. The security interest herein covers the Collateral herein described and any and all cash and non-cash proceeds therefrom, including insurance proceeds, and any and all products thereof, applications therefore, and substitutions, replacements, additions, or accessions thereto.