

UCC-1 Form

FILER INFORMATION

Full name: **ADAM THAYER**

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SEND ACKNOWLEDGEMENT TO

Contact name: **SAYER REGAN & THAYER,, LLP**

Mailing Address: **130 BELLEVUE AVENUE**

City, State Zip Country: **NEWPORT, RI 02840 USA**

DEBTOR INFORMATION

Org. Name: **WELLNESS RHODE ISLAND, LLC**

Mailing Address: **1445 WAMPANOAG TRAIL, UNITS 202 AND 204**

City, State Zip Country: **EAST PROVIDENCE, RI 02915 USA**

Org. Name: **ANDREW D ELLISON, LLC**

Mailing Address: **1445 WAMPANOAG TRAIL, UNITS 202 AND 204**

City, State Zip Country: **EAST PROVIDENCE, RI 02915 USA**

SECURED PARTY INFORMATION

Org. Name: **OCEAN STATE BUSINESS DEVELOPMENT AUTHORITY, INC.**

Mailing Address: **155 SOUTH MAIN STREET**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

ASSIGNEE INFORMATION

Org. Name: **UNITED STATES SMALL BUSINESS ADMINISTRATION**

Mailing Address: **380 WESTMINSTER STREET**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: SBA LOAN #39141770-10

COLLATERAL

SEE ATTACHED EXHIBIT A.

EXHIBIT A
UCC-1

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and personal property of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest, wherever located, (all of which are hereinafter collectively referred to as the "Collateral"):

- (a) All Fixtures, as defined in the Code;
- (b) To the extent not otherwise included, all Proceeds of any and all of the foregoing.

DEFINITIONS

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102(a)(41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

"Obligations" means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arose or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.