

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] <b>Timothy M. Cadigan (401) 348-1571</b>
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>Jason Holt, Esq.</b>  <b>P.O. Box 3611</b>  <b>Cranston, RI 02910</b></p> </div>

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>ES Products, Inc.</b>				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <b>280 Franklin Street</b>				
CITY <b>Bristol</b>		STATE <b>RI</b>	POSTAL CODE <b>02809</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>RI#92529</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 <b>The Washington Trust Company</b>				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS <b>23 Broad Street</b>				
CITY <b>Westerly</b>		STATE <b>RI</b>	POSTAL CODE <b>02891</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

All accounts receivable and inventory of the Debtor, wherever located, whether now owned or hereafter acquired or in which the Debtor may now or hereafter have an interest as more specifically described on Exhibit A attached hereto and made a part hereof; all proceeds and products of the foregoing.

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 with the Rhode Island Secretary of State, UCC Division**

**EXHIBIT "A"**  
**to**  
**UCC-1 FINANCING STATEMENT**

**DEBTOR'S EXACT FULL LEGAL NAME:**

**Organization's Name: ES PRODUCTS, INC.**  
**Mailing Address: 280 Franklin Street, Bristol, Rhode Island 02809, USA**  
**Organizational ID: RI # 92529**  
**Type of Organization: Rhode Island Corporation**

**SECURED PARTY:**

**Organization's Name: THE WASHINGTON TRUST COMPANY**  
**Mailing Address: 23 Broad Street, Westerly, Rhode Island 02891, USA**

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As collateral security for the payment and performance of all the Obligations (hereinafter defined), the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the property and fixtures of the Debtor, whether now owned or existing, or hereafter acquired or arising, and wherever situated, together with any and all additions and accessions thereto, and replacements, substitutions, proceeds and products thereof (the "Collateral"):

(i) all Accounts (hereinafter defined and as further defined in the Security Agreement by and between Debtor and Secured Party); (ii) all Inventory (hereinafter defined and as further defined in the Security Agreement by and between Debtor and Secured Party); (iii) all files, customer lists, subscription lists, records (including without limitation, computer programs, disks, tapes, object codes, source codes and related electric data processing media) and writings of the Debtor or in which the Debtor has an interest in any way relating to the property and assets described herein, and all rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of such property or assets; and (iv) to the extent not otherwise included, all Proceeds of any and all of the foregoing.

**DEFINITIONS**

**"Accounts"** shall mean "accounts" within the meaning of the Code and, to the extent not otherwise included therein, all Contract Rights, accounts, accounts receivable, instruments, Documents (hereinafter defined) and chattel paper; any other obligations or indebtedness owed to the Debtor from whatever source arising; all rights of Debtor to receive any payments in money or kind; payment intangibles, all guaranties of Accounts and security therefor; all cash or non-cash Proceeds of all of the foregoing; all of the right, title and interest of Debtor in and with respect to the goods, services or other property which gave rise to or which secure any of the accounts and insurance policies and proceeds relating thereto, and all of the rights of the Debtor as an unpaid seller of goods or services, including without limitation, the rights of stoppage in transit, replevin, reclamation and resale; and all of the foregoing, whether now existing or hereafter created or acquired.

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

“**Inventory**” shall mean “inventory” within the meaning of the Code, and to the extent not otherwise included therein, all goods, merchandise and other personal property now owned or hereafter acquired by the Debtor which are held for sale or lease, or are furnished under any contract of service or are raw materials, work-in-process, supplies or materials used or consumed in the Debtor’s business, and all products thereof, and all substitutions, replacements, additions or accessions therefor and thereto; any cash or non-cash Proceeds of all of the foregoing, including insurance proceeds.

“**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 for 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.

**Debtor hereby acknowledges and agrees that this financing statement covers, and is intended to cover, all assets of Debtor. For avoidance of doubt, it is expressly understood and agreed that, to the extent the Uniform Commercial Code is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties agree that any property which is included in such changed definitions which would not otherwise be included in the foregoing grant on the date hereof be included in such grant immediately upon the effective date of such revision, it being the intention of the parties hereto that the description of Collateral set forth herein be construed to include the broadest possible range of property and assets and all tangible and intangible personal property and fixtures of the Debtor of every kind and description.**