

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

|   |
|---|
| <b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b><br>Amy T. M. Oakley (401) 861-8256  |
| <b>B. E-MAIL CONTACT AT FILER (optional)</b><br>aoakley@psh.com   |
| <b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b><br>Lien Solutions<br>PO Box 29071<br>Glendale, CA 91209-9071<br>L Order 92804057 |

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<br><b>Quality Spraying Technologies, Inc.</b> |                          |                           |                               |                             |
| OR  | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME       | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX                      |
| 1c. MAILING ADDRESS<br><b>175 Dupont Drive</b>                        |                          | CITY<br><b>Providence</b> | STATE<br><b>RI</b>            | POSTAL CODE<br><b>02907</b> |
|   |                          |                           | COUNTRY<br><b>USA</b>         |                             |

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<br><b>Bank Rhode Island</b> |                          |                           |                               |                             |
| OR  | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME       | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX                      |
| 3c. MAILING ADDRESS<br><b>One Turks Head Place</b>  |                          | CITY<br><b>Providence</b> | STATE<br><b>RI</b>            | POSTAL CODE<br><b>02903</b> |
|   |                          |                           | COUNTRY<br><b>USA</b>         |                             |

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

See Exhibit A attached hereto and incorporated herein by reference.

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 Transmuting 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/Bailee  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

To be filed with the RI Secretary of State (Our File Reference: 1395-159 - Mortgage Loan) (4425628)

**EXHIBIT A**

**Debtor:** Quality Spraying Technologies, Inc.  
175 Dupont Drive  
Providence, Rhode Island 02907

**Secured Party:** Bank Rhode Island  
One Turks Head Place  
Providence, Rhode Island 02903

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 all tangible and intangible personal property of the Debtor, including, but not limited to, the following assets and properties 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 Accounts and General Intangibles now existing or arising in the future, whether in the ordinary course of the Debtor's business, in respect of the sale of Inventory, or otherwise (including without limitation, (i) all monies due and to become due under any Contract or Account, (ii) any damages arising out of or for breach or default in respect of any such Contract or Account, (iii) all other amounts from time to time paid or payable under or in connection with any such Contract or Account and (iv) the right of the Debtor to terminate any Contract or to perform and to exercise all remedies thereunder);

(b) All Inventory;

(c) All Equipment and Fixtures;

(d) All ledger sheets, files, records, documents and instruments (including, without limitation, computer programs, tapes and related data processing software) evidencing an interest in or relating to the foregoing Collateral; and

(e) All instruments, Documents, securities, cash and property, owned by the Debtor or in which Debtor has an interest, which now or hereafter at any time are in the possession and

control of the Secured Party or in transit by mail or carrier to or from the Secured Party or in the possession of any third party acting in behalf of the Secured Party, without regard to whether the Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether the Secured Party had conditionally released the same; and

(f) To the extent not otherwise included, all Proceeds of any and all of the foregoing.

### **DEFINITIONS**

**“Accounts”** shall mean “accounts” within the meaning of Section 9-102(a)(2) of the Code and, to the extent not otherwise included therein, all Contract Rights, accounts receivable, instruments, documents 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; all guarantees 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.

**“Contract Rights”** to the extent not included in the definition of Accounts, shall mean all rights to payment or performance under a Contract not yet earned by performance and not evidenced by an instrument or chattel paper.

**“Contract”** or **“Contracts”** shall mean all contracts, agreements and other undertakings of any nature whatsoever pursuant to which the Debtor has entered into a sale or agreement to sell or provide goods or services now or in the future.

**“Documents”** shall mean “documents” within the meaning of Section 9-102(a)(30) of the Code.

**“Equipment”** shall include “equipment” within the meaning of Section 9-102(a)(33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; and all cash or non-cash Proceeds.

**“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.

**“General Intangibles”** shall mean “general intangibles” within the meaning of Section 9-102(a)(42) of the Code to the extent they arise from the sale of goods or services or are used in connection with the production of Inventory, all tax refunds and other claims of the Debtor against any governmental authority, and all choses in action, insurance proceeds, goodwill, patents, copyrights, trademarks, tradenames, customer lists, formulae, trade secrets, licenses, designs, computer software, research and literary rights now owned or hereafter acquired.

**“Inventory”** shall mean “inventory” within the meaning of Section 9-102(a)(48) 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 or to be 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; and any cash or non-cash Proceeds of all of the foregoing, including insurance proceeds.

**"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.

The Collateral is located at 175 Dupont Drive, Providence, Rhode Island, which real estate is owned by Dupont Realty Associates, LLC and is more particularly described on Exhibit B attached hereto and 500 High Street, Central Falls, Rhode Island, which real estate is owned by C & M Investments, LLC and is more particularly described on Exhibit C attached hereto.

## EXHIBIT B

### **Property Description: 175 Dupont Drive, Providence, Rhode Island**

That certain parcel of land situated on the easterly side of DuPont Drive, in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the easterly line of DuPont Drive, said point lying S 24° 39' 50" W a distance of three hundred seventy-three and 27/100 (373.27) feet from a point of curvature, said point of curvature being sixty (60) feet easterly as measured radially from a concrete bound at a point of curvature in the westerly line of DuPont Drive; thence continuing S 24° 39' 50" W along said easterly line of DuPont Drive, a distance of three hundred fifty-three and 40/100 (353.40) feet to a point of said street line; thence turning an interior angle of 90° and running S 65° 20' 10" E a distance of six hundred thirteen and 80/100 (613.80) feet to a point on the approximate top of slope line; thence turning an interior angle of 95° 21' 22" and running N 30° 01' 12" E along said approximate top of slope line and bounded easterly by Mashapaug Pond a distance of forty-six and 23/100 (46.23) feet to an angle point in said slope line; thence turning an interior angle of 174° 36' 57" and running N 24° 38' 09" E along said approximate top of slope line and bounded easterly by Mashapaug Pond a distance of three hundred five and 70/100 (305.70) feet to a point on said slope line; thence turning an interior angle of 90° 10' 59" and running N 65° 10' 52" W along the southerly line of that parcel of land now or formerly of Livermore and Knight Co. a distance of six hundred seventeen and 97/100 (617.97) feet to a point on the easterly line of DuPont Drive, said point also being the point and place of beginning.

Meaning and intending to describe the same premises conveyed by Warranty Deed from 175 Dupont Drive Realty, LLC dated August 6, 2008 and recorded with City of Providence on August 7, 2008 at 2:19 PM in Book 9178, Page 49.

FOR REFERENCE ONLY  
175 DUPONT DRIVE  
PROVIDENCE, RI  
PLAT 50 LOT 729

## EXHIBIT C

### Property Description: 500 High Street, Central Falls, Rhode Island

That certain parcel of land, with all the buildings and improvements thereon, situated on the westerly side of High Street and the northerly side of Central Avenue, in the City of Central Falls, County of Providence, and State of Rhode Island, bounded and described as follows:

Beginning at a point at the intersection of the westerly line of High Street and the northerly line of Central Street which point is the southeasterly corner of the parcel hereby conveyed; thence running S 75° - 40' W, along said northerly line of Central Street, three hundred sixty-four and twenty-four one-hundredths (364.24) feet to a corner; thence turning an interior angle of seventy-three degrees and fifty-five minutes (73° - 55') and running N 1° - 45' E, bounded westerly by land of Providence and Worcester Company, one hundred sixty-one and forty-six one-hundredths (161.46) feet to a corner; thence turning an exterior angle of one hundred and fifty-seven degrees and fifty-six minutes (157° - 56') and running N 20° - 19' W, bounded westerly by said Providence and Worcester Company land, sixteen and sixty-seven one-hundredths (16.67) feet to a corner; thence turning an interior angle of eighty-four degrees and nineteen minutes (84° - 19') and running N 75° - 22' E, bounded northerly by said Providence and Worcester Company land, sixteen and thirty-three one-hundredths (16.33) feet to a corner; thence turning an exterior angle of one hundred six degrees, thirty-two minutes and forty-four seconds (106° - 32' - 44") and running N 1° - 54' 44" E, bounded westerly by said Providence and Worcester Company land, two hundred eighty and twenty-nine one-hundredths (280.29) feet to a corner; thence turning an interior angle of ninety-four degrees, twenty-four minutes and forty-four seconds (94° - 24' - 44") and running N 87° - 30' E, bounded northerly by other land of Central Falls Redevelopment Agency, three hundred nine and eleven one-hundredths (309.11) feet to the said westerly line of High Street to a corner; thence turning an interior angle of ninety-four degrees, forty-seven minutes and forty seconds (94° - 47' - 40") and running 57° - 17' - 40" E, along said westerly line of High Street, thirty-six and forty-nine one-hundredths (36.49) feet to an angle; thence turning an interior angle of one hundred and seventy-five degrees, twelve minutes and twenty seconds (175° - 12' - 20") and running S 2° - 30' E, along said westerly line of High Street, three hundred forty-eight and seventy-three one-hundredths (348.73) feet to the first mentioned point and place of beginning.