

UCC-1 Form

FILER INFORMATION

Full name: **MICHELLE MACKNIGHT**

Email Contact at Filer: **MMACKNIGHT@RCFP.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **ROBERTS CARROLL FELDSTEIN & PEIRCE**

Mailing Address: **10 WEYBOSSET STREET, SUITE 800**

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

DEBTOR INFORMATION

Org. Name: **SHIVSHAKTI, INC.**

Mailing Address: **112 POST ROAD**

City, State Zip Country: **WESTERLY, RI 02891 USA**

SECURED PARTY INFORMATION

Org. Name: **BAYCOAST BANK**

Mailing Address: **330 SWANSEA MALL DRIVE**

City, State Zip Country: **SWANSEA, MA 02777 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: OUR FILE NO. 4784-272

COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT A

Debtor: Shivshakti, Inc.
112 Post Road
Westerly, Rhode Island 02891

Secured Party: BayCoast Bank
330 Swansea Mall Drive
Swansea, Massachusetts 02777

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 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 (all of which are hereinafter collectively referred to as the "Collateral"):

PERSONAL PROPERTY AND FIXTURES: All goods, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Premises or in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements, including without limitation the following:

A. EQUIPMENT, ETC.: All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, cash, and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

B. PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY: All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Premises (as hereinafter defined), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

C. UTILITY DEPOSITS: All right, title and interest of the Debtor in and to all monetary deposits that the Debtor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Premises.

D. RECORDS: All of the records and books of account now or hereafter maintained by the Debtor in connection with the operation of the Premises.

E. NAME AND GOODWILL: The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

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.

"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; all cash or non-cash Proceeds; and including, without limitation, any Equipment.

"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 arise 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.

"Premises" shall mean the real estate of the Debtor located at 110 Post Road, Westerly, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

"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.

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EXHIBIT B

PARCEL ONE

All that certain lot, or parcel of land, with the buildings and improvements thereon, located on the northerly side of Post Road in the Town of Westerly, County of Washington, State of Rhode Island, being bounded and described as follows:

Beginning at a point in the northerly highway line of Post Road, so-called, said point being the southeasterly corner of the parcel of land herein described and the southwesterly corner of land now or formerly of William W. Hill, Jr.; thence running northerly bounded easterly by said Hill land, a distance of two hundred forty-five (245) feet, more or less, to the northeasterly corner of the parcel of land herein described and the northwesterly corner of said Hill land, thence turning and running westerly, bounded northerly by Parcel Two below, a distance of twenty-five (25) feet, more or less, to the northwesterly corner of the parcel of land herein described; thence turning and running southerly, bounded westerly by said Parcel Two, a distance of two hundred forty-six (246) feet, more or less, to the northerly highway line of said Post Road and being the southwesterly corner of the parcel of land herein described; thence turning and running easterly, along said northerly highway line of Post Road, a distance of thirty (30) feet, more or less, to the point and place of beginning.

Be all said measurements, more or less, or however otherwise the same may be bounded and described.

PARCEL TWO

All that certain lot, or parcel of land, with the buildings and improvements thereon, located in the Town of Westerly, County of Washington State of Rhode Island, being bounded and described as follows:

Beginning at the southwesterly corner of the parcel of land herein described at an iron pipe on the northerly highway line of said Post Road, said point of beginning being more particularly located a distance of three hundred two and 63/100 (302.63) feet easterly, along said northerly highway line from a Rhode Island Highway Bound set opposite northerly from center line station 145 plus 50.19 as said center line station is shown and delineated on Rhode Island Department of Public Works Division of Roads and Badges Plat No. 564 Sheet No. 5; thence easterly along said northerly highway line as shown on said plat, a distance of one hundred ninety-nine and 17/100 (199.17) feet to an iron pipe at the southwesterly corner of Parcel One above; thence northerly at right angle to said first-mentioned course and bounded easterly by said Parcel One, a distance of two hundred forty-five and 96/100 (245.96) feet to an iron pipe; thence easterly at right angle to said last-mentioned course and bounded southerly by said Parcel One, a distance of twenty-five and 26/100 (25.26) feet to an iron pipe; thence again northerly, turning an interior angle of 79 degrees 41' 30" and bounded easterly by land now or formerly of Andrew E. Keene, Jr. et al, a distance of four hundred sixty-four and 82/100 (464.82) feet to an iron pipe at land now or formerly of the Ida Randall Estate, said last-mentioned iron pipe being located a distance of twenty-three and 10/100 (23.10) feet southwesterly along said Ida Randall Estate boundary from a drill hole in a stone wall and at an angle in said Ida Randall Estate boundary, thence southwesterly along the easterly boundary of said last-named land, a distance of two hundred thirty-four and 82/100 (234.82) feet, more or less, to a drill hole: thence southwesterly and southerly

along said easterly boundary a distance of five hundred eight and 65/100 (508.65) feet, more or less, to the point and place of beginning.

Property Address:
(for Reference Only)
110 Post Road
Westerly, RI
AP 110 Lot 36