

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>A. Harry Cesario, Esquire (401) 783-3318</b>
B. E-MAIL CONTACT AT FILER (optional) <b>ahc@ahcesario.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>A. Harry Cesario 24 Salt Pond Road, Suite C-3 Wakefield, RI 02879-4323</b>

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 <b>L N A, Inc.</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>P.O. Box 178</b>		CITY <b>Portsmouth</b>	STATE <b>RI</b>	POSTAL CODE <b>02871</b>
			COUNTRY <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 <b>Bank RI</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>One Turks Head Place</b>		CITY <b>Providence</b>	STATE <b>RI</b>	POSTAL CODE <b>02903</b>
				COUNTRY <b>USA</b>

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

**Any and all personal property including but not limited to equipment, fixtures, machinery, engines, electronics, attached to, pertaining to, and used in the operation of the fishing vessel, MARIETTE, Official Number 608020, together with the Northeast Federal Fishery Permit Number 410204, or any other similar extra and/or surplus property not located on the vessel but located at P.O. Box 178, Portsmouth, Rhode Island, or any other location; and any and all state and federal permits, licenses, exemptions, and other authorities of whatever nature or kind permitting operation as a commercial fishing vessel; and any proeprty including but not limited to that described on Exhibit A attached hereto and made a part hereof.**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

## **UCC EXHIBIT A**

DEBTOR: L N A, Inc.  
P.O. Box 178  
Portsmouth, RI 02871

SECURED PARTY: Bank Rhode Island  
One Turks Head Place  
Providence, RI 02903

**RECEIVABLES AND GENERAL INTANGIBLES:** now owned or hereafter acquired by Debtor and in the proceeds thereof:

The term "receivables" shall include any "account" within the meaning of Section 9 of the Uniform Commercial Code as the same may from time to time be in effect in the State of Rhode Island (hereinafter referred to as the "Code") and to the extent not otherwise included therein, all accounts, notes, drafts, acceptances and other forms of obligations, and receivables from goods sold or leased or for services rendered, all guarantees and securities therefor, all of Debtor's rights earned or to be earned hereafter under contract(s) to sell or lease goods or to render services (including without limitation, (A) all moneys due and to become due under any contract, (B) any damages arising out of or for breach or default in respect of any such contract or account, (C) all other amounts from time to time paid or payable under or in connection with any such contract or account and (D) the right of the Debtor to terminate any such contract or to perform and to exercise all remedies thereunder); and, all deposit accounts, as within the meaning of Section 9 of the Code, securities and other property held by the Secured Party for the account of the Debtor or owing from time to time by the Secured Party to the Debtor in any capacity (hereinafter referred to as "Bank Deposits").

The term "general intangibles" shall include: (A) "general intangibles" within the meaning of Section 9 of the Code, and to the extent not otherwise included therein: "Chattel paper", "documents" and "instruments" all as defined in the Code and any personal property (including things in action) other than goods, accounts, contract rights, and without limitation hereby, (B) all tax refunds due or to become due and payable to the Debtor from any governmental authority, however the right to any such refunds arise and the right to receive payment of any such tax refunds.

**INVENTORY:** now owned or hereafter acquired by Debtor and in the proceeds thereof:

The term "inventory" shall include "inventory" within the meaning of Section 9 of the Code, and to the extent not otherwise included therein, all goods, merchandise and other personal property held and intended for sale or lease or other disposition by the Debtor and all goods which are raw materials, work in process or material used or consumed in a business, as well as all contract rights with respect thereto and all documents representing the same.

**MACHINERY, EQUIPMENT AND FIXTURES:** now owned or hereafter acquired by Debtor and in the proceeds thereof, including but not limited to:

All traps located on the vessel named below, warp, buoys, radar reflectors, engine, pumps, mast, booms, wire, cable, machinery, winches, tanks, electronics, navigational aids, radios, sounding devices, recorders, larsens, hatches, nets, doors, cargo winches, personal flotation devices, fire fighting equipment, survival suits, life rafts, rings, anchors, fenders, chain and dock line, and any other or all machinery and equipment that are presently pertaining to the operation of the fishing vessel MARIETTE, Official Number 608020, Northeast Federal Fishery Permit No. 410204, or hereafter pertaining to the operation of same; and any and all state or federal permits, licenses, exemptions, and other authorities of whatever nature or kind permitting operation as a commercial fishing vessel; and any and all state or federal permits, licenses and other authorities of whatever nature or kind permitting operation as a commercial fishing vessel.

The collective term "machinery, equipment and fixtures" means all machinery, equipment (excluding automotive equipment), fixtures, furniture, parts, tools, dies, attachments, supplies, and all substitutions therefor and replacements thereof and any and all additions and accessions thereto.

The individual term "equipment" shall include "equipment" within the meaning of Section 9 of the Code and, to the extent not otherwise included therein, all additions and accessions thereto, replacements thereof and substitutions for, equipment.

The individual term "fixtures" shall include "fixtures" within the meaning of Section 9 of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate law and all additions and accessions thereto, replacements thereof and substitutions therefor.

#### MISCELLANEOUS:

Should a limited fisheries access system be initiated at some future date under which the Debtor is granted a transferable fishery conservation and management allocation (including, but not limited to, allocations, permits, quotas, licenses, cage tags, or any other fisheries access restriction or right [however characterized] of whatsoever nature) affecting, necessary for, or in any other way (however characterized) associated with any of the property included in or subject to the security documents, the Debtor agrees that it shall grant to the Secured Party a full senior security interest in such allocation by whatsoever means deemed by the Secured Party (in the Secured Party's sole discretion) to be appropriate (including, but not limited to, the Debtor's execution of security agreements and the filing of financing statements under the U.C.C.). Further, if the Debtor fails to do so, the Debtor agrees that the Secured Party may (in the Secured Party's sole discretion) use the attorney-in-fact provisions conferred upon the Secured Party by the security documents to execute, deliver, and otherwise perfect whatever documents may be required to accomplish the grant to the Secured Party of such a full security interest in such fisheries conservation and management allocation.