

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Michelle MacKnight - 521-7000</b>
B. E-MAIL CONTACT AT FILER (optional) <b>mmacknight@rcfp.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"><b>Edward G. Avila, Esquire</b> <b>Roberts, Carroll, Feldstein &amp; Peirce</b> <b>10 Weybosset Street</b> <b>Providence, RI 02903</b></div>

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>North American Seafood, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>450 Prospect Street</b>		CITY <b>Pawtucket</b>	STATE <b>RI</b>	POSTAL CODE <b>02860</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>Santander Bank, N.A.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>One Financial Plaza, 4th Floor</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:

See Exhibit A attached hereto and incorporated herein.

Filed with RI Secretary of State's Office

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: <b>Our File No. 2457-408</b>	

EXHIBIT A

**Debtor:** North American Seafood, LLC  
450 Prospect Street  
Pawtucket, Rhode Island 02860

**Secured Party:** Santander Bank, N.A.  
One Financial Plaza  
4th Floor  
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 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, arising out of (A) that certain secured promissory note of the Debtor of even date herewith in the amount of Two hundred Eighty Thousand Dollars (\$280,000) payable to the order of the Secured Party and any and all extensions, modifications and renewals thereof and substitutions therefor (such promissory note, as extended, modified, renewed or its substitution, is referred to as the "Note") and (B) all loan documents executed in connection with the Note, including without limitation that certain Loan Agreement of even date between the Debtor and the Secured Party .

**"Premises"** shall mean the real estate of the Debtor located at 450 Prospect Street, Pawtucket, 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.

## EXHIBIT B

That certain lot or parcel of land with all the buildings and improvements thereon, situated on the northeasterly side of Prospect Street in the City of Pawtucket, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at point in the northeasterly line of Prospect Street, which point is the most westerly corner of land of Blackstone Valley Electric Co. and is the most southerly corner of parcel hereby conveyed: thence running northwesterly along said northeasterly line of Prospect Street, two hundred eighty-two and 55/100 (282.55) feet to a corner; thence turning an interior angle of  $90^{\circ}00'$  and running northeasterly one hundred sixty-seven and 15/100 (167.15) feet to a corner; thence turning an interior angle of  $122^{\circ}23'$  and running southeasterly fifty-nine and 76/100 (59.76) feet to the southwesterly terminus of Dunnell Lane East to an angle; thence turning an interior angle of  $202^{\circ}45'30''$  and running easterly bounded northerly, in part, by said southerly terminus of Dunnell Lane East and land of Frost Box Company, Inc., two hundred forty-two and 82/100 (242.82) feet to the southeasterly corner of said Frost Box Co., Inc., land to a corner; thence turning an interior angle of  $90^{\circ}00'$  and running southerly bounded easterly by other land of grantor, one hundred thirty-three and 14/100 (133.14) feet to said Blackstone Valley Electric Co. land to a corner; thence turning an interior angle of  $122^{\circ}01'30''$  and running southwesterly bounded southeasterly by said Blackstone Valley Electric Co., land, three hundred twenty-two and 7/10 (322.7) feet to the said northeasterly line of Prospect Street to the first mentioned point and place of beginning and having an area of 87,508 square feet.

Being a portion of Parcel 8 as conveyed by deed of Donald H. Dwares and Jacob Goodman, Trustees under the Will of David Dwares, said deed being dated January 24, 1979 and recorded in the Records of Land Evidence of the City of Pawtucket in Book 711 at Page 1223.

Property Address:

450 Prospect Avenue Pawtucket, Rhode Island 02860 AP. 34 AL. 282