

UCC FINANCING STATEMENT AMENDMENT**FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional) Deirdra A. Borges (508) 999-1332	
B. E-MAIL CONTACT AT FILER (optional) dborges@hlspe.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Holloran, Lukoff, Smith & Tierney, P.C. 432 County Street New Bedford, MA 02740 </div>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 200907715650		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS File: <u>attach Amendment Addendum (Form UCC3Ad)</u> and provide Debtor's name in item 13	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8			
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes: <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b			
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)			
6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)			
7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		
7c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
8. <input checked="" type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input checked="" type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral: See Section 14 of the UCC Financing Statement Amendment Addendum attached hereto and incorporated herein by reference.			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME Rockland Trust Company			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
10. OPTIONAL FILER REFERENCE DATA: Rhode Island Secretary of State			

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form 200907715650	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on Amendment form	
12a. ORGANIZATION'S NAME Rockland Trust Company	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13); Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME Maritime Terminal, Inc.			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

All assets of the Debtor as more particularly set forth on Exhibits A-1, A-2 and A-3 attached hereto and incorporated by reference, including without limitation, all Accounts; all Chattel Paper (including all Electronic Chattel Paper and Tangible Chattel Paper); all Deposit Accounts; all Documents; all Equipment; all Fixtures; all General Intangibles (including all Payment Intangibles and Software); all Goods; all Instruments (including all Promissory Notes); all Inventory; all Investment Property; all Letter of Credit Rights; any and all rights to receive and collect any sums payable to the Debtor under any Interest Rate Cap Agreements (as defined on Exhibit A); all Supporting Obligations; and to the extent not otherwise included, all Proceeds (including all Cash Proceeds and Noncash Proceeds) and products of any and all of the foregoing (capitalized terms not otherwise defined herein shall have the meanings ascribed to (a) those terms in Section 9-102 (a) of the Uniform Commercial Code as the same may be in effect from time to time in the Commonwealth of Massachusetts [the "Code"], or (b) those terms defined elsewhere in the Code and referred to in Section 9-102(b) of the Code).

However, excluded from the above-described collateral is the real estate located at 281-289 MacArthur Drive, New Bedford, Bristol County, Massachusetts, more particularly described in Exhibit B attached hereto, including all leases, rents, insurance policies, condemnation awards and fixtures of Debtor now or hereafter located upon or affixed thereto, and all replacements thereof, substitutions therefore, additions thereto and proceeds (including insurance and condemnation proceeds) thereof.

15. This FINANCING STATEMENT AMENDMENT:		
<input type="checkbox"/> covers timber to be cut	<input type="checkbox"/> covers as-extracted collateral	<input type="checkbox"/> is filed as a future filing
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):		

17. Description of real estate:

18. MISCELLANEOUS:

EXHIBIT A-1

Debtor: Maritime Terminal, Inc.
Whaler's Wharf
P.O. Box 7745
New Bedford, Massachusetts 02741

Secured Party: Rockland Trust Company
288 Union Street
Rockland, Massachusetts 02370

As collateral security for the payment and performance of all of the Obligations (hereinafter defined), the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in all of the 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") (capitalized terms not otherwise defined herein shall have the meanings ascribed to (a) those terms in Section 9-102(a) of the Uniform Commercial Code as the same may be in effect from time to time in the Commonwealth of Massachusetts [the "Code"], or (b) those terms defined elsewhere in the Code and referred to in Section 9-102(b) of the Code):

All Accounts; all Chattel Paper (including all Electronic Chattel Paper and Tangible Chattel Paper); all Deposit Accounts; all Documents; all Equipment; all Fixtures; all General Intangibles (including all Payment Intangibles and Software); all Goods; all Instruments (including all Promissory Notes); all Inventory; all Investment Property; all Letter of Credit Rights; any and all rights to receive and collect any sums payable to the Debtor under any Interest Rate Cap Agreements (hereinafter defined); all Supporting Obligations; and to the extent not otherwise included, all Proceeds (including all Cash Proceeds and Noncash Proceeds) and products of any and all of the foregoing.

"Interest Rate Cap Agreements" shall mean any and all interest rate swap agreements, interest rate cap agreements and interest rate collar agreements designed to protect the Debtor against fluctuations in interest rates or currency exchange rates.

"Obligations" shall mean, 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; further including, without limitation, all obligations and liabilities of the Debtor under any Interest Rate Cap Agreements; and all interest, taxes, fees, charges, actual out-of-pocket expenses and reasonable 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.

Q:\VA\ROCKLAND TRUST\MARITIME INTERNATIONAL\EXPORTS-ALL ASSETS-MTI.DOC

EXHIBIT A-2

Debtor: Bridge Terminal, Inc.
Whaler's Wharf
P.O. Box 7745
New Bedford, Massachusetts 02741

Secured Party: Rockland Trust Company
288 Union Street
Rockland, Massachusetts 02370

As collateral security for the payment and performance of all of the Obligations (hereinafter defined), the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in all of the 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") (capitalized terms not otherwise defined herein shall have the meanings ascribed to (a) those terms in Section 9-102(a) of the Uniform Commercial Code as the same may be in effect from time to time in the Commonwealth of Massachusetts [the "Code"], or (b) those terms defined elsewhere in the Code and referred to in Section 9-102(b) of the Code):

All Accounts; all Chattel Paper (including all Electronic Chattel Paper and Tangible Chattel Paper); all Deposit Accounts; all Documents; all Equipment; all Fixtures; all General Intangibles (including all Payment Intangibles and Software); all Goods; all Instruments (including all Promissory Notes); all Inventory; all Investment Property; all Letter of Credit Rights; any and all rights to receive and collect any sums payable to the Debtor under any Interest Rate Cap Agreements (hereinafter defined); all Supporting Obligations; and to the extent not otherwise included, all Proceeds (including all Cash Proceeds and Noncash Proceeds) and products of any and all of the foregoing.

"Interest Rate Cap Agreements" shall mean any and all interest rate swap agreements, interest rate cap agreements and interest rate collar agreements designed to protect the Debtor against fluctuations in interest rates or currency exchange rates.

"Obligations" shall mean, 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; further including, without limitation, all obligations and liabilities of the Debtor under any Interest Rate Cap Agreements; and all interest, taxes, fees, charges, actual out-of-pocket expenses and reasonable 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.

Q:\MARROCK\LANDTRUST\MARITIME INTERNATIONAL\FINAL DOCUMENTS\EXHIBIT A-ALL ASSETS & TL.DOC

EXHIBIT A-3

Debtor: Maritime International, Inc.
Whaler's Wharf
P.O. Box 7745
New Bedford, Massachusetts 02741

Secured Party: Rockland Trust Company
288 Union Street
Rockland, Massachusetts 02370

As collateral security for the payment and performance of all of the Obligations (hereinafter defined), the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in all of the 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") (capitalized terms not otherwise defined herein shall have the meanings ascribed to (a) those terms in Section 9-102(a) of the Uniform Commercial Code as the same may be in effect from time to time in the Commonwealth of Massachusetts [the "Code"], or (b) those terms defined elsewhere in the Code and referred to in Section 9-102(b) of the Code):

All Accounts; all Chattel Paper (including all Electronic Chattel Paper and Tangible Chattel Paper); all Deposit Accounts; all Documents; all Equipment; all Fixtures; all General Intangibles (including all Payment Intangibles and Software); all Goods; all Instruments (including all Promissory Notes); all Inventory; all Investment Property; all Letter of Credit Rights; any and all rights to receive and collect any sums payable to the Debtor under any Interest Rate Cap Agreements (hereinafter defined); all Supporting Obligations; and to the extent not otherwise included, all Proceeds (including all Cash Proceeds and Noncash Proceeds) and products of any and all of the foregoing.

"Interest Rate Cap Agreements" shall mean any and all interest rate swap agreements, interest rate cap agreements and interest rate collar agreements designed to protect the Debtor against fluctuations in interest rates or currency exchange rates.

"Obligations" shall mean, 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; further including, without limitation, all obligations and liabilities of the Debtor under any Interest Rate Cap Agreements; and all interest, taxes, fees, charges, actual out-of-pocket expenses and reasonable 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.

D:\FAMROCK\LANDTRUST\AMR\ITA\2 INTERNATIONAL\FINAL DOCUMENTS\EXHIBIT A-ALL ASSETS-441.DOC

EXHIBIT B

PARCEL I (UNREGISTERED LAND):

A certain parcel of land located within the City of New Bedford, County of Bristol, Commonwealth of Massachusetts, more particularly bounded and described as follows:

Beginning at a point in the southerly line of Hillman Street said point being the northwesterly corner of the parcel herein described;

Thence in the southerly line of said Hillman Street north $81^{\circ} 26' 08''$ east 182.78 feet to a point;

Thence easterly, southeasterly and southerly in an arc whose radius is 50.00 feet a distance of 55.68 feet to a point in the westerly line of Frontage Road;

Thence in the westerly line of said Frontage Road south $34^{\circ} 45' 49''$ east 280.11 feet to a point;

Thence continuing in said westerly line of Frontage Road in an arc whose radius is 1480.34 feet, a distance of 105.85 feet to a point;

Thence south $31^{\circ} 47' 48''$ west 25.20 feet to a point;

Thence south $8^{\circ} 06' 12''$ east 282.68 feet to a point in the northerly line of Parcel No. 4A as shown on a plan hereinafter described;

Thence in said northerly line of Parcel 4A, north $81^{\circ} 44' 05''$ west 114.87 feet to a point in the easterly line of Route 18;

Thence in said easterly line of Route 18, north $46^{\circ} 06' 34''$ west 66.05 feet to a point;

Thence westerly and northwesterly in an arc whose radius is 800.00 feet, a distance of 217.14 feet to a point;

Thence northwesterly and northerly in another arc whose radius is 1800.00 feet, a distance of 425.97 feet to a point;

Thence north $6^{\circ} 46' 46''$ west 4.00 feet to the point of beginning, containing 157,800 square feet of land.

Being Parcel No. 5 on a plan of land entitled "The City of New Bedford, New Bedford Redevelopment Authority, Disposition Parcels No. 4A, 5 & 7, North Terminal Urban Renewal Project, Goodkind & O'Dea, Inc., New Bedford, Mass.," dated February, 1973, revised June, 1975, revised July, 1977, and recorded with the Bristol County (S.D.) Registry of Deeds in Plan Book 99, Page 48.

Excluding and excepting from the above-described parcel certain portions of registered land shown as (i) Lot 3 on subdivision plan 8098C, drawn by Massachusetts Department of Public Works, Robert T. Tierney, Acting, Chief Engineer, dated November 9, 1972, and filed in the Land Registration Office at Boston, a copy of which is filed in Bristol County (S.D.) Registry of Deeds Land Registration Division, in Land Registration Book 70, Page 453, with Certificate of Title No. 13125, and (ii) Lot 1 on subdivision plan 8097B, drawn by Massachusetts Department of Public Works, Robert T. Tierney, Chief Engineer (Acting), dated June 28, 1972, and filed in the Land Registration Office at Boston, a copy of which is filed in Bristol County (S.D.) Registry of Deeds Land Registration Division, in Land Registration Book 70, Page 453, with Certificate of Title No. 13125. Said Lot 3 was conveyed by Maritime Terminal, Inc. by virtue of deed dated February 27, 2017 and registered with the said Land Registration Division as Document No. 120851 and said Lot 1 is the registered land described below, being conveyed by said Maritime Terminal, Inc. to Cold Holdings, LLC on September 24, 2018.

PARCEL II (REGISTERED LAND):

That certain parcel of land located within the City of New Bedford, County of Bristol, Commonwealth of Massachusetts, more particularly bounded and described as follows:

- Northerly by the southerly line of North Street, two hundred sixty-four and 87/100 (264.87) feet;
- Easterly by the westerly line of Water Street, one hundred sixty-eight and 98/100 (168.98) feet;
- Southerly by land now or formerly of City of New Bedford, one hundred ninety-six and 20/100 (196.20) feet; and
- Southwesterly by Parcel B-20-A on a plan hereinafter mentioned, one hundred eighty-one and 87/100 (181.87) feet.

Said land is shown as Lot 1 on subdivision plan 8097B, drawn by Massachusetts Department of Public Works, Robert T. Tierney, Chief Engineer (Acting), dated June 28, 1972, and filed in the Land Registration Office at Boston, a copy of which is filed in Bristol County (S.D.) Registry of Deeds, in Land Registration Book 70, Page 453, with Certificate of Title No. 13125.

Subject to laws, ordinances, resolutions, regulations, easements, covenants and agreements as set forth in deed from New Bedford Redevelopment Authority to Maritime Terminal, Inc., dated August 24, 1979, and registered as Document No. 39227, insofar as in force and applicable.

FOR TITLE, deed of Maritime Terminal, Inc. dated September 24, 2018 and recorded with the Bristol County (S.D.) Registry of Deeds in Book 12577, Page 221. See also Certificate of Title No. 24709 with the Bristol County (S.D.) Registry Division of the Land Court.