



201305010067

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Skagit County Auditor

\$77.00

5/1/2013 Page

1 of

6 1:28PM

A. NAME &amp; PHONE OF CONTACT AT FILER [optional]

T Vaillant 2023125131

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Recording Return To:  
 Commonwealth Land Title Insurance Co.  
 T. Vaillant 13-001131  
 1015 15<sup>th</sup> Street, NW, Suite 300  
 Washington, DC 20005

CHICAGO TITLE  
620018036

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

PERDUE FOODS LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

31149 Old Ocean City Road

CITY

Salisbury

STATE

MD

POSTAL CODE

21804

COUNTRY

1d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

Delaware

1g. ORGANIZATIONAL I.D.#, if any

W14880488

☐ None

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL I.D.#, if any

☐ None

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Collateral Agent

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

245 Park Avenue, 37th Floor

CITY

New York

STATE

NY

POSTAL CODE

COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

All collateral (including fixtures) described on Exhibit A attached hereto and incorporated herein by reference. The fixtures are located on real property described on Rider 1 to Exhibit A attached hereto.

The Debtor is the record owner of the fee interest in the real property.

Legal Description (abbr.): Section 17, Township 34, Range 4; PTN. N 1/2 - SW

And Lots 67-70, 82A &amp; 82-84, "Parker Business Center"

Assessor's Tax Parcel ID Nos.: P26005 / 340417-3-019-0000, P80426 / 4367-000-067-0009, P80427 / 4367-000-068-0008, P80428 / 4367-000-069-0007, P80429 / 4367-000-070-0004, P80442 / 4367-000-082-0109, P80441 / 4367-000-082-0000, P80443 / 4367-000-083-0009, P80444 / 4367-000-084-0008, P109233 / 340417-3-022-0000, P6273 / 340417-3-019-0300, and P80496 / 4367-000-117-0108

0000

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) [optional]

☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Mount Vernon, Skagit County, Washington

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

PERDUE FOODS LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (11a or 11b) – do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL I.D.#, if any

☐ None

## 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME – insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)



201305010067

Skagit County Auditor

\$77.00

5/1/2013 Page

2 of

6 1:28PM

EXHIBIT A  
TO  
UCC FINANCING STATEMENT  
BY AND AMONG  
PERDUE FOODS LLC, a Maryland limited liability company  
("DEBTOR")  
AND  
COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK  
NEDERLAND", NEW YORK BRANCH, AS COLLATERAL AGENT  
("SECURED PARTY")

All of the Debtor's right, title and interest in and to the following property (the "**Property**"), whether now owned or hereafter acquired, as located upon, attached to or used in connection with the real property more particularly described on Rider 1 attached hereto and incorporated herein by reference (the "**Land**");

(1) All improvements now owned or hereafter acquired by Debtor, now or at any time situated, placed or constructed upon the Land, and all replacements thereof and additions thereto (collectively, the "**Improvements**"; the Land and Improvements are collectively referred to herein as the "**Premises**");

(2) All materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to or installed in any of the Improvements or the Land, fixtures and goods that are or are to become fixtures, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (collectively, the "**Fixtures**");

(3) All reserves, escrows or impounds required under that certain Amended and Restated Credit Agreement, dated December 23, 2010 between Perdue Foods LLC, a Maryland limited liability company (formerly known as "Perdue Farms LLC", and successor-by-merger to Perdue Farms Incorporated, a Maryland corporation), Perdue Agribusiness LLC, a Maryland limited liability company (successor by-merger to Perdue Agribusiness Incorporated, a Maryland corporation), Perdue Farms Inc., a Maryland corporation (successor-by-merger to FPP Business Services Inc., a Maryland corporation, and successor-by-merger to CNF Holdings, LLC, a Delaware limited liability company), as Borrowers, the various banks and lending institutions who are or may become a party thereto, and Secured Party, as administrative agent and collateral agent (as amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), and all deposit accounts maintained by Debtor with respect to the Land and the Property;

(4) All existing and future leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (as defined in the Credit Agreement) a possessory interest in, or the right to use or occupy, all or any part of the Land or the Property, whether made before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (as defined in the Credit Agreement), together with any extension, renewal or replacement of the same and together with all related security and other deposits (collectively, the "**Leases**");



(5) All of the rents, additional rents, revenues, royalties, income, proceeds, profits, early termination fees or payments, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Land or the Property or any part thereof, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the **"Rents"**);

(6) All other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Land or the Property;

(7) All rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing;

(8) All property tax refunds, utility refunds and rebates, earned or received at any time and irrespective of the time period to which they relate;

(9) All accessions, replacements and substitutions for any of the foregoing and all proceeds thereof;

(10) All insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor;

(11) All of Debtor's right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements or Fixtures;

(12) All of Debtor's rights to appear and defend any action or proceeding brought with respect to the Land or the Property and to commence any action or proceeding to protect the interest of Debtor in the Land or the Property;

(13) All rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to claim for, receive, collect and receive all Rents payable or receivable under the Leases or pursuant thereto (and to apply the same to the payment of the Obligations (as defined in the Credit Agreement)), and to do all other things which Debtor or any lessor is or may become entitled to do under the Leases; and

(14) All the property of every kind and description, whether real, personal or mixed, which at any time hereafter, by indenture or indentures supplemental hereto, and by other instruments of transfer, may be expressly conveyed, mortgaged or pledged, delivered, assigned or transferred to Secured Party, for the ratable benefit of itself and the other lenders party to the Credit Agreement, by or on behalf of Debtor, as and for additional or substitute security for the Obligations. As used herein, the term "Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.



**RIDER 1  
TO EXHIBIT A**

**PARCEL A:**

The Northerly 417 feet of the portion of the South Half of the Northwest Quarter of the Southwest Quarter, lying Easterly of the Great Northern Railway Company's right-of-way, in Section 17, Township 34 North, Range 4 East of the Willamette Meridian;

EXCEPT the North 30 feet thereof as conveyed to the City of Mount Vernon for street purposes, by deed recorded June 25, 1958, under Auditor's File No. 567041, records of Skagit County, Washington;

TOGETHER WITH that portion of the West Half of adjoining vacated 9th Street, City of Mount Vernon Ordinance No. 2882, as recorded March 2, 1999, under Auditor's File No. 9903020125, records of Skagit County, Washington.

Situated in Skagit County, Washington

**PARCEL B:**

Lots 67 through 70, inclusive, Parker Business Center, according to the plat thereof, recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington;

TOGETHER WITH those portions of private roads adjoining to the centerline thereof, as delineated on the face of said Plat;

AND TOGETHER WITH that portion of the East Half of adjoining vacated 9th Street, City of Mount Vernon Ordinance No. 2882, recorded March 2, 1999, under Skagit County Auditor's File No. 9903020125, records of Skagit County, Washington.

Situated in Skagit County, Washington

**PARCEL C:**

Lots 82A, 82, 83 and 84 and the South Half of private road known as William Way adjoining thereto of Parker Business Center, according to the plat thereof, recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington;

TOGETHER WITH that portion of the East Half of adjoining vacated 9th Street, City of Mount Vernon Ordinance No. 2882, as recorded March 2, 1999 under Skagit County Auditor's File No. 9903020125, records of Skagit County, Washington.

Situated in Skagit County, Washington



Skagit County Auditor

5/1/2013 Page

5 of

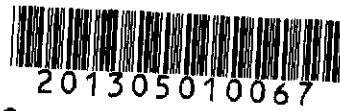
6 1:28PM

\$77.00

**PARCEL D:**

Lot 2, and the South 33 feet of Lot 1, CITY OF MOUNT VERNON SHORT PLAT NO. MV-06-95, approved October 11, 1995, recorded October 11, 1995, in Volume 12 of Short Plats, pages 34 and 35, under Auditor's File No. 9510110093, records of Skagit County, Washington; and being a portion of the Southwest Quarter of Section 17, Township 34 North, Range 4 East of the Willamette Meridian.

Situated in Skagit County, Washington



201305010067

Skagit County Auditor

5/1/2013 Page

8 of

8

\$77.00

1:28PM