

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Skagit County Auditor

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A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
<p>After Recording Return To: Commonwealth Land Title Insurance Co. T. Vaillant 14-001963 1015 15th Street, NW, Suite 300 Washington, DC 20005</p>

CHICAGO TITLE
620022795

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 PERDUE FOODS LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 31149 Old Ocean City Road		CITY Salisbury	STATE MD	POSTAL CODE 21804
			COUNTRY USA	

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 Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Collateral Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 245 Park Avenue		CITY New York	STATE NY	POSTAL CODE 10167
			COUNTRY USA	

4. COLLATERAL: 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 real property.

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

And Lots 67-70, 82A & 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, P25989 / 340417-3-007-0004, P104549 / 340417-3-019-0200, P6273 / 340417-3-019-0300, and P80496 / 4367-000-117-0108

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Perdue Foods LLC – Mount Vernon, Skagit County, Washington

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

PERDUE FOODS LLC

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

More particularly described on Rider 1 to Exhibit A attached hereto and incorporated by reference herein.

17. MISCELLANEOUS:



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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 Second Amended and Restated Credit Agreement, dated December 24, 2014, between Perdue Foods LLC, a Maryland limited liability company (formerly known as Perdue Farms LLC, and successor by merger to Perdue Farms Incorporated), Perdue Agribusiness LLC, a Maryland limited liability company (successor by merger to Perdue Agribusiness Incorporated, a Maryland corporation), Perdue Farms Inc., a Maryland corporation (formerly known as FPP Family Investments, Inc., 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 the same may be amended, amended and 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");

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(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 in 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.

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RIDER 1
TO EXHIBIT A

(Legal Description of Mount Vernon, Skagit County, Washington Property)

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

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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

PARCEL E:

That portion of the South Half of the Northwest Quarter of the Southwest Quarter, lying East of the Great Northern Railway Company's right of way, in Section 17, Township 34 North, Range 4 East, W.M.,

EXCEPT from the above described premises all roads and rights of way therefor,

AND EXCEPT the right of way acquired by the Puget Sound & Cascade Railway Company over and across the South Half of the North Half of the Southwest Quarter of said Section,

AND EXCEPT the following described tract:

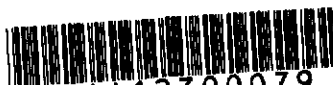
The Northerly 417 feet of that portion of the South Half of the Northwest Quarter of the Southwest Quarter, lying Easterly of the Great Northern Railway Company's right of way, in Section 17, Township 34 North, Range 4 East, W.M., EXCEPT the North 30 feet thereof as conveyed to the City of Mount Vernon for street purposes, by deed recorded June 25, 1958 under Auditor's File No. 567041 records of Skagit County, Washington.

AND EXCEPT that portion conveyed to the City of Mount Vernon by Quit Claim Deed recorded June 15, 1995 under Auditor's File No. 9506150068, records of Skagit County, Washington.

Situated in Skagit County, Washington.

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, P25989 / 340417-3-007-0004, P104549 / 340417-3-019-0200, P6273 / 340417-3-019-0300, and P80496 / 4367-000-117-0108

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