

WHEN RECORDED RETURN TO:

Christian Brose, Esq.  
c/o Helms Mulliss & Wicker, PLLC  
201 North Tryon Street  
Charlotte, North Carolina 28202



200407150127

Skagit County Auditor

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20 3:49PM

## **Chicago Title Insurance Company**

425 Commercial Street – Mount Vernon, Washington 98273

ISA18909 ✓

DOCUMENT TITLE(s)

THIRD AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

99907300001

☒ Additional numbers on page 3 of the document

GRANTOR(s):

1. TRIDENT SEAFOODS CORPORATION
- 2.

☐ Additional names on page \_\_\_\_\_ of the document

GRANTEE(s):

1. BANK OF AMERICA, N.A.
- 2.

☐ Additional names on page \_\_\_\_\_ of the document

ABBREVIATED LEGAL DESCRIPTION:

Ptn. PLAT OF CITY OF ANACORTES and ANACORTES TIDELANDS

☒ Complete legal description is on pages 13 through 17 of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

R55363; R55366; R55367; R55368; R55369; R55370; R55371; R55661; R55662;  
R55663; R55664; R55668; R55669; R55670; R55671; R55672; R55673; R55679;  
R31511; R31513; R31514; R31515; R31516; R31517; R31518

☐ (sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature \_\_\_\_\_

This cover sheet is for the County Recorder's indexing purposes only.

The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Filing Return To:  
Christian Brose, Esq.  
c/o Helms Mulliss & Wicker, PLLC  
201 North Tryon Street  
Charlotte, North Carolina 28202

**THIRD AMENDMENT TO DEED OF TRUST WITH  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT  
AND FIXTURE FILING**

**Grantor/Trustor:** Trident Seafoods Corporation, a Washington corporation

**Grantee (Beneficiary):** Bank of America, N.A., as Collateral Agent, as the Beneficiary

**Grantee (Trustee):** Chicago Title Insurance Company, as the trustee

**Abbreviated Legal Description:**

Lots 6, 7, 11-15, Blk 104, City of Anacortes; Lots 6-10, Tract 3, Plate 8, Anacortes Tidelands; Ptn fractional Blk 107, City of Anacortes; Lots 1-7, Tract 4, Plate 8, Anacortes Tidelands; Ptn of vacated Railroad Ave. in Plate 8, Anacortes Tidelands; Ptn of Lots 1-7, Blk 108, City of Anacortes; Vacated ptn of 4th St in Blk 107, City of Anacortes; Lots 6-10, Blk 103, City of Anacortes; Lots 8-10, Tract 4, Plate 8, Anacortes Tidelands; Tract 4 1/2, Plate 8, Anacortes Tidelands; Lots 8-20, Blk 108, City of Anacortes; Lots 1, 2, 6-14, Blk 70, City of Anacortes; Lots 6-10, Blk 71, City of Anacortes; Ptn vacated 3rd St of Lot 6, Blk 71 and Lot 9, Blk 70, City of Anacortes; Lots 1-5, Blk 103 and Lots 1-5, 16-20, Blk 104, City of Anacortes; Lots 1-10, Tract 2 and Lots 1-5, Tract 3, Plate No. 8, Anacortes Tidelands; Ptn Lot 14, Blk 70, City of Anacortes; Ptn Lots 11 and 12, Blk 71, City of Anacortes; Lots 1, 2 and ptn Lots 3-5, Blk 71, City of Anacortes; Ptn of L Avenue, City of Anacortes; Railroad right of way within 4th St. between Blks 103 and 104, City of Anacortes; Railroad right of way within 3rd St. between Blks 70 and 71, City of Anacortes; Lots 11, 12 and W2 Lot 13, Blk 103, City of Anacortes; Ptn vacated M Ave., City of Anacortes; Ptn of Burlington Northern Railroad Company running through Blks 108, 104, 71, 70, 103, and 107, City of Anacortes;

☒ Additional legal description on page Exhibit A of document

**Assessor's Tax Parcel ID Number(s):**

R55363; R55366; R55367; R55368; R55369; R55370; R55371; R55661; R55662; R55663;  
R55664; R55668; R55669; R55670; R55671; R55672; R55673; R55679; R31511; R31513;  
R31514; R31515; R31518; R31516; R31517



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**THIRD AMENDMENT TO DEED OF TRUST WITH  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT  
AND FIXTURE FILING**

THIS THIRD AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of July 15, 2004 (herein called this "Amendment"), is among **TRIDENT SEAFOODS CORPORATION**, a Washington corporation (the "Trustor" ) and **BANK OF AMERICA, N.A.** ("Bank of America"), as collateral agent (together with any successor collateral agent appointed pursuant to Section 8(h) of the Intercreditor Agreement (as hereinafter defined), the "Beneficiary"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Trustor executed that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing, dated as of July 16, 1999, as the same was amended by that certain First Amendment to Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "First Amendment") dated as of March 1, 2002, and as the same was further amended by that certain Second Amendment to Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Second Amendment") dated as of October 7, 2003 (as amended the "Deed of Trust"), which such Deed of Trust was recorded as Document No. 199907300001 on July 30, 1999 in the official records of Skagit County Auditor, Washington, and which such First Amendment was recorded as Document No. 200203250249 on March 25, 2002 in the official records of the Skagit County Auditor, Washington, and which such Second Amendment was recorded as Document No. 200310220116 on October 22, 2003, in the official records of the Skagit County Auditor, Washington and encumbers that certain real property described in Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, the Trustor, Bank of America, as Agent (in such capacity, the "Lender Agent"), and the lenders from time to time party thereto (collectively, the "Existing Credit Agreement Lenders") have entered into a Credit Agreement dated as of July 19, 1999 (as the same has been amended from time to time prior to the date hereof, the "Existing Credit Agreement"), pursuant to which the Existing Credit Agreement Lenders made available to the Trustor an interim term loan, a term loan, a seasonal loan facility, and a revolving credit facility with letter of credit subfacility;

WHEREAS, the Trustor has entered into a Note Agreement dated as of November 15, 1995 (as amended, restated, supplemented or otherwise modified from time to time, the "1995 Note Agreement"), with various institutional investors (the "1995 Noteholders"), pursuant to which the 1995 Noteholders have purchased the Trustor's 7.53% Senior Secured Notes, Due December 1, 2005 (the "1995 Senior Notes");

WHEREAS, the Trustor has entered into a Note Agreement dated as of March 1, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "2002 Note Agreement" and, together with the 1995 Note Agreement, collectively, the "Note Agreements"), with various institutional investors (the "2002 Noteholders" and, together with the 1995



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Noteholders, collectively, the "Noteholders"), pursuant to which the 2002 Noteholders have purchased the Trustor's 7.22% Senior Secured Notes, Series A, due 2010, 7.32% Senior Secured Notes, Series B, due 2012, and 7.42% Senior Secured Notes, Series C, due 2014 (the "2002 Notes" and, together with the 1995 Senior Notes, collectively, the "Senior Notes");

WHEREAS, the Noteholders, the Lender Agent, the Collateral Agent, the Trustor and certain Subsidiaries of the Trustor have entered into an Amended and Restated Intercreditor Agreement dated as of March 1, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), pursuant to which such Persons have agreed, among other things, that the obligations under the Existing Credit Agreement, the other Loan Documents (as defined in the Existing Credit Agreement), the Note Agreements, the Senior Notes and certain Hedge Agreements (as defined in the Existing Credit Agreement) should be secured on a pari passu basis by the Liens granted under the Collateral Documents (as defined in the Intercreditor Agreement), including, without limitation, the Liens granted under the Deed of Trust;

WHEREAS, the Trustor has requested that the Existing Credit Agreement be amended and restated in order to, among other things, extend the maturity date of the revolving credit facility, increase the maximum amount thereof (including maximum amount of the letter of credit subfacility) to \$100,000,000.00, and provide for additional increases to such revolving credit facility from time to time upon the request of the Trustor and agreement of one or more lenders by an amount (in the aggregate for all such requests) not exceeding \$25,000,000.00 (the "Amendment and Restatement");

WHEREAS, in order to accomplish the Amendment and Restatement, the Trustor, the Lender Agent and the lenders from time to time party thereto (including the Existing Credit Agreement Lenders) are entering into an Amended and Restated Credit Agreement dated as of July 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, all of the obligations of Trustor under the Credit Agreement, the other Loan Documents (as defined in the Credit Agreement), the Note Agreements, the Senior Notes and the Related Swap Contracts (as defined in the Credit Agreement) are to be secured pursuant to the Deed of Trust as amended hereby.

NOW, THEREFORE, in consideration of the premises and of the debts and trusts mentioned above and the agreements herein contained and other good and valuable considerations, the parties hereto agree as follows:

1. REAFFIRMANCE OF THE DEED OF TRUST. To secure the Secured Obligations (as defined in the Deed of Trust after giving effect to the amendments thereto in Section 2 of this Amendment below), the Trustor has granted, bargained, sold, warranted, mortgaged, assigned, transferred, conveyed and granted a security interest in, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer, convey and grant a security interest in, unto the Trustee (as defined in the Deed of Trust), in trust, with power of sale, for the use and benefit of the Collateral Agent, all of the Trustor's right, title and interest, whether now



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owned or hereafter acquired, in and to the Property (as defined in the Deed of Trust and used herein with the same meaning assigned to such term therein).

TO HAVE AND TO HOLD the Property, together with the rights, privileges and appurtenances now or hereafter at any time before the release hereof in anywise belonging or appertaining thereto, unto the Trustee (as defined in the Deed of Trust) forever to secure the payment of the Secured Obligations and the performance of the obligations of the Trustor contained herein and in the Deed of Trust.

1. AMENDMENTS TO DEED OF TRUST.

(a) The identification of the "Beneficiary" commencing on the fourth line in the introductory paragraph of the Deed of Trust, after the phrase "as trustee ("Trustee"), and", and continuing to the end of such sentence is hereby deleted and the following is inserted in lieu thereof:

"BANK OF AMERICA, N.A., as Collateral Agent ("**Agent**"; Agent and any successor collateral agent pursuant to the terms of Section 8(h) of the Intercreditor Agreement (as hereinafter defined), being hereinafter referred to as "**Beneficiary**") for and on behalf of the Persons set forth on Schedule 1 attached hereto and incorporated by reference hereby (such Persons and their respective successors and assigns being referred to herein collectively as "**Lenders**"). As used herein, the term "**Intercreditor Agreement**" has the meaning ascribed to such term in the Loan Agreement (as hereinafter defined). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement."

(b) Clause (a) of Section 1.2 of the Deed of Trust is hereby deleted and the following is inserted in lieu thereof:

"(a) payment of an aggregate indebtedness in the amount of up to THREE HUNDRED TEN MILLION DOLLARS (\$310,000,000), to be paid in accordance with the terms and with interest as set forth in those certain notes (inclusive of any revolving promissory notes which provide for the borrowing, repayment and reborrowing of funds) made by Trustor payable to any Lender, including, without limitation, any Notes (as defined in the Loan Agreement) and all of the Trustor's Senior Secured Notes described in Schedule 1 to this Deed of Trust and incorporated herein by this reference, and all modifications, extensions and/or renewals thereof (collectively, the "**Notes**"); and"

(c) Clause (c) of Section 1.2 of the Deed of Trust is hereby deleted and the following is inserted in lieu thereof:

"(c) [intentionally deleted]; and"

(d) Clause (e) of Section 1.2 of the Deed of Trust is hereby deleted and the following is inserted in lieu thereof:



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“(e) payment and performance of all obligations of Trustor under the Amended and Restated Credit Agreement dated as of even date herewith among the Trustor, Bank of America, N.A., as Administrative Agent, and the lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) and under any other Loan Document; provided that this Deed of Trust does not secure any Loan Document that is expressly stated to be unsecured; and”

(e) Clause (f) of Section 1.2 of the Deed of Trust is hereby deleted and the following is inserted in lieu thereof:

“(f) payment and performance of all obligations of Trustor under any Letter of Credit and any Issuer Documents entered into by Trustor and the L/C Issuer; and”

(f) Clause (g) of Section 1.2 of the Deed of Trust is hereby deleted and the following is inserted in lieu thereof:

“(g) payment and performance of all obligations of Trustor under (i) the Note Agreement dated as of November 15, 1995, among the Trustor and the institutional investors from time to time party thereto, and (ii) the Note Agreement dated as of March 1, 2002, among the Trustor and the institutional investors from time to time party thereto; and”

(g) Clause (h) of Section 1.2 of the Deed of Trust is hereby deleted and the following is inserted in lieu thereof:

“(h) payment and performance of all obligations of Trustor under each Related Swap Contract; provided that (x) this Deed of Trust does not secure any Related Swap Contract that is expressly stated to be unsecured, and (y) Related Swap Contracts shall only be secured to the extent described in Schedule 1 to this Deed of Trust; and”

(h) A new Clause (k) is hereby added to Section 1.2 of the Deed of Trust that reads as follows:

“(k) payment and performance of all future advances and other obligations that Trustor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Lender, or any of them, under any of the documents referenced in clause (a) through clause (j), inclusive, of this Section 1.2.”

(i) A new Section 7.6 is hereby added to the Deed of Trust that reads as follows:

“**7.6 Intercreditor Agreement.** Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed by the parties hereto that this Deed of Trust shall be subject to the terms of the Intercreditor Agreement.



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nacortes-Washington

The terms of the Intercreditor Agreement shall control in the event of any inconsistency between this Deed of Trust and the Intercreditor Agreement.”

(j) Schedule 1 of the Deed of Trust is hereby deleted and replaced with Schedule 1 attached hereto.

(k) Schedule 2 of the Deed of Trust is hereby deleted in its entirety.

(l) The address for Beneficiary where notices are to be sent under the Deed of Trust, set forth on page 20 of the Deed of Trust is hereby deleted and replaced with the following:

“Bank of America, N.A.  
Agency Management  
1455 Market Street, 5<sup>th</sup> Floor  
Mail Code: CA5-701-05-19  
San Francisco, California 94103”

2. WARRANTIES, COVENANTS AND AGREEMENTS. The representations, warranties, covenants and agreements contained in the Deed of Trust are hereby remade by the Trustor and (together with the remedies contained in the Deed of Trust) are in full force and effect as of the date hereof.

3. MISCELLANEOUS PROVISIONS.

(a) This Amendment shall be considered as an amendment and supplement to the Deed of Trust and, except as herein expressly amended and supplemented, the Deed of Trust is hereby ratified, approved and confirmed in every respect. All references to the Deed of Trust in any other document shall hereafter be deemed to refer to the Deed of Trust as amended and supplemented hereby.

(b) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical, except that in the case of certain counterparts to be recorded and filed in jurisdictions where the Deed of Trust has not been recorded and filed, in order to place on record the Deed of Trust, there are attached to such counterparts conformed copies of the Deed of Trust, the contents of which by this reference are hereby adopted, assumed, ratified, approved and confirmed in each and every respect by the Trustor.

(c) The Trustor hereby represents and warrants to the Trustee (as defined in the Deed of Trust) and the Administrative Agent as follows:

(i) TRIDENT SEAFOODS CORPORATION is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington;

(ii) The execution and delivery of this Amendment and the performance by the Trustor of its obligations hereunder and thereunder, are within the Trustor's corporate powers have been duly authorized by all necessary corporate action,



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have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the articles of incorporation or bylaws of the Trustor or of any agreement binding upon the Trustor; and

(iii) This Amendment is the legal, valid and binding obligation of the Trustor, enforceable in accordance with its terms.

(iv) The indebtedness evidenced by the Credit Agreement, the Notes, the 1995 Senior Notes and the 2002 Senior Notes is a continuing indebtedness and nothing contained herein or in any other document shall be construed to deem paid the Credit Agreement, the Notes, the 1999 Senior Notes or the 2002 Senior Notes, or as a novation thereof, or to release or terminate any lien or security interest which secures payment thereof, and all liens and security interests which secure payment of any or all of the Credit Agreement, the Notes, the 1995 Senior Notes or the 2002 Senior Notes (including, without limitation, those created by the Deed of Trust) shall continue in full force and effect, unimpaired from the date(s) of their creation and perfection.

(d) Section headings in this Amendment are inserted for convenience of reference and shall not be considered a part of this Amendment or used in its interpretation.

(e) At the option of the Collateral Agent, this Amendment, or a carbon, photographic or other reproduction of this Amendment shall be sufficient as a Uniform Commercial Code financing statement and may be filed as such.

[Signature pages follow]



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IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Amendment on the day, month and year first above written.

**TRUSTOR**

**TRIDENT SEAFOODS CORPORATION,**  
a Washington corporation

By: Steven C. Okerlund

Name: Steven C. Okerlund

Title: Secretary

**BENEFICIARY**

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By: \_\_\_\_\_

Name: David L. Catherall

Title: Vice President



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STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

SS

On July 14, 2004 before me, Alana L. Rich personally appeared **Steven C. Okerlund** personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Alana L. Rich

Signature of Notary



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IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Amendment on the day, month and year first above written.

**TRUSTOR**

**TRIDENT SEAFOODS CORPORATION,**  
a Washington corporation

By: \_\_\_\_\_  
Name: Steven C. Okerlund  
Title: Secretary

**BENEFICIARY**

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By: David L. Catherall  
Name: David L. Catherall  
Title: Vice President



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STATE OF ILLINOIS )

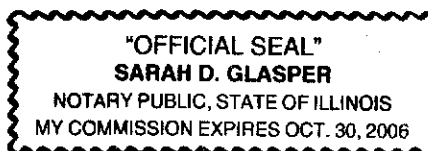
COUNTY OF COOK )

SS

On July 14, 2004 before me, Sarah D. Glasper personally appeared **David L. Catherall** personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Sarah D. Glasper  
Signature of Notary



**Exhibit A**

**LEGAL DESCRIPTION**

**PARCEL A:**

(1.) Lots 6, 7, 11, 12, 13, 14, and 15, in fractional Block 104, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington;

TOGETHER WITH that portion of vacated 4th Street and L Avenue which upon vacation attached to said tracts by operation of law

ALSO TOGETHER WITH that portion of the vacated alley therein, lying West of the East line of Lot 15 projected North.

(2.) Lots 6, 7, 8, 9, and 10, inclusive, in Tract 3 of Plate 8 of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington.

(3.) That portion of vacated L Avenue in the CITY OF ANACORTES, lying South of a line running Northeasterly from the Northeast corner of said Lot 1 in said Tract 4 to the Northwest corner of said Lot 10 in said Tract 3 and lying North of a line running East from the Southeast corner of said Lot 1 in Block 107 to the Southwest corner of said Lot 11 in Block 104.

**PARCEL B:**

(1.) All of fractional Block 107, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington;

ALSO Lots 1, 2, 3, 4, 5, 6 and 7, inclusive, in Tract 4, Plate 8 of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington.

ALSO that portion of vacated Railroad Avenue as shown on Plate 8, of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington, that lies Westerly of the East line of Lot 1, Tract 2 of said Plate 8, produced North to the Inner Harbor Line and Easterly of the West line of Lot 10 of Tract 4 of said Plate 8, produced North to the Inner Harbor Line.

(2.) That portion of Lots 1, 2, 3, 4, 5, 6 and 7, Block 108, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, lying Northwesterly of a line parallel with and 25 feet distant Northwesterly, measured at right angles,



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from the center line of the main track of the Great Northern Railway Company as now located and constructed across said lots.

(3.) That portion of 4th Street in the CITY OF ANACORTES, lying West of a line running South from the Southeast corner of Lot 1 in Block 107, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, to the Northeast corner of Lot 1 in Block 108, and lying East of a line running North from the Northwest corner of Lot 4 in said Block 108, to the Southwest corner of Lot 4, Tract 4, Plate 8 of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington.

(4.) That portion of 4th Street in the CITY OF ANACORTES, lying West of a line running North from the Northwest corner of Lot 4, in Block 108, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, to the Southwest corner of Lot 4, Tract 4, Plate 8 of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the office of the State Land Commissioner at Olympia, Washington, and lying East of a line running North from the Northwest corner of Lot 7 in said Block 108 to the Southwest corner of Lot 7, Tract 4, Plat 8 of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington.

PARCEL C:

(1.) Lots 6, 7, 8, 9 and 10, in Block 103, MAP OF THE CITY OF ANACORTES, Skagit County, Washington, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

(2.) Lots 8, 9 and 10, Tract 4, Plate 8, Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the office of State Land Commissioner at Olympia, Washington.

(3.) Tract 4-1/2, Plate 8, Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the office of the State Land Commissioner at Olympia, Washington.

(4.) Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, inclusive, Block 108, MAP OF THE CITY OF ANACORTES, Skagit County, Washington, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington;

EXCEPTING such portion of Lots 8, 9, and 10 as may fall within Anacortes Tidelands

TOGETHER WITH that portion of vacated alley adjoining, which upon vacation attached to said premises by operation of law.



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PARCEL D:

- (1.) Lots 1, 2, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 70, MAP OF THE CITY OF ANACORTES, Skagit County, Washington, according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington, in Volume 2 of Plats, page 4.
- (2.) Lots 6, 7, 8, 9 and 10, Block 71, MAP OF THE CITY OF ANACORTES, Skagit County, Washington, according to the recorded plat thereof in the office of the Auditor of Skagit County, Washington, in volume 2 of Plats, page 4.
- (3.) That part of 3rd Street in the City of Anacortes lying East of the East line of Avenue M and West of a line extending North from the Northeast corner of Lot 6, Block 71 to the Southeast corner of Lot 9, Block 70, as shown on the MAP OF THE CITY OF ANACORTES, Skagit County, Washington, according to the plat recorded thereof in the office of the Auditor of Skagit County, Washington in Volume 2 of Plats, page 4.
- (4.) Lots 1, 2, 3, 4 and 5, Block 103, and Lots 1, 2, 3, 4, 5, 16, 17, 18, 19 and 20, Block 104, MAP OF THE CITY OF ANACORTES, Skagit County, Washington, according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington, in Volume 2 of Mats, page 4.
- (5.) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, inclusive, Tract 2 and Lots 1, 2, 3, 4 and 5, inclusive, Tract 3 as shown on Plate No. 8 Tide and Shore Lands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, Anacortes Harbor, on file in the office of the Commissioner of Public Lands at Olympia, Washington.

PARCEL E:

- (1.) That portion of Lot 14, Block 70, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, lying Southerly of that certain right of way conveyed to Seattle and Montana Railroad Co. a corporation, by deed recorded May 18, 1904, in Volume 54 of Deeds, page 223.

TOGETHER WITH that portion of vacated 3rd Street that reverted to said premises by operation of law.

- (2.) That portion of Lots 11 and 12, Block 71, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, lying North of a line parallel to and 10 feet distant Northwesterly, measured at right angles, from the center line of the railway of the Great Northern Railway Company, as it existed on September 4, 1940.

PARCEL F:

All of Lots 1 and 2 and that portion of Lots 3, 4, and 5, inclusive, Block 71, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit



County, Washington, lying Southeasterly of a line parallel to and 25 feet distant Southeasterly of the center line of the Great Northern Railway Company Railway as it existed on June 23, 1930.

PARCEL G:

That portion of L Avenue in the CITY OF ANACORTES, lying North of the North margin of 5th Street in the CITY OF ANACORTES and South of a line parallel with and 25 feet North, as measured at right angles, from the centerline of the main tract of the Burlington Northern Railway Company as now located and constructed across said L Avenue.

TOGETHER WITH that portion of the alley within Block 103 lying West of a line extending between the East line of the West half of Lots 13 and 8 of said Block 103 and East of the East line of L Avenue.

PARCEL H:

The Railroad right of way within 4th Street, lying between Blocks 103 on the South and 104 on the North, PLAT OF THE CITY OF ANACORTES, and between the East line of L Avenue and the West line of M Avenue.

PARCEL I:

The Railroad right of way area within 3rd Street between Block 70 the North and Block 71 on the South, PLAT OF THE CITY OF ANACORTES.

PARCEL J:

Lots 11, 12 and the West half of Lot 13, Block 103 of the PLAT OF THE CITY OF ANACORTES, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

PARCEL K:

That portion of vacated M Avenue, lying Northerly of the line which runs West from the Southwest corner of Lot 10 in Block 71, to the Southeast corner of Lot 1 in Block 104, and to that portion of vacated Railroad Avenue, lying Easterly of the Northerly extension of the West line of Lot 5, in Track 3, and Westerly of a line parallel with and 80.44 feet Westerly, as measured at right angles, on the Northerly extension of the Westerly line of N Avenue.

PARCEL L:

All that portion of Burlington Northern Railroad Company's (formerly Great Northern Railway) Anacortes to Concrete, Washington Branch Line right of way, being of varying width on each side of the Main Tract centerline as now located and constructed upon, over and across part of Blocks 108, 104, 71, 70, 103, and 107 of the CITY OF ANACORTES, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.



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EXCEPTING from all of the above parcels the following:

All that portion of Lots 1 and 2 of Block 70 of the CITY OF ANACORTES, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

TOGETHER WITH that portion of Lots 12, 13 and 14 of Block 70 of the CITY OF ANACORTES Tidelands in Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington, lying Easterly of a line parallel with and 80.44 feet Westerly, as measured at right angles, from the Westerly margin of N Avenue in the CITY OF ANACORTES.

TOGETHER WITH that portion of Lots 12, 13 and 14 of Block 70 of the CITY OF ANACORTES, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 14, Block 70;  
thence South  $0^{\circ}36'01''$  West along the East line of said Block 70, a distance of 50.00 feet;  
thence North  $89^{\circ}23'11''$  West a distance of 21.12 feet;  
thence South  $59^{\circ}28'13''$  West a distance of 40.09 feet;  
thence North  $0^{\circ}36'01''$  East a distance of 30 feet, more or less, to the intersection with the Southeasterly line of Tract 2 of Plate 8 of Anacortes Tidelands, in Section 13, Township 35 North, Range 1 East of the Willamette Meridian as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington; thence North  $58^{\circ}51'$  East along said South line of Tract 2 a distance of 20 feet, more or less, to the intersection with the South line of the alley of said Block 70, said intersection bears North  $89^{\circ}23'11''$  West, from the alley a distance of 68.46 feet to the point of beginning.

All situated in Skagit County, Washington.



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### Schedule I

Bank of America, N.A., as Collateral Agent

Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer under the Amended and Restated Credit Agreement dated as of July 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; all capitalized terms used but not defined in this Schedule 1 shall have the meanings ascribed to such terms in the Credit Agreement) among Trident Seafoods Corporation (the "Trustor"), the Administrative Agent and the Lenders from time to time party thereto

Each Lender, including, without limitation the following:

1. Bank of America, N.A.
2. Cooperative Centrale Raiffeisen-Boerenleenbank B.A. ("Rabobank Nederland") New York Branch
3. U.S. Bank of Washington, National Association
4. Harris Trust and Savings Bank
5. Wells Fargo Bank, National Association

Each Lender or Affiliate of a Lender party to any Related Swap Contract (it being understood that, subject to the limitations set forth herein and in the Deed of Trust, all obligations of the Trustor under Related Swap Contracts to which any Lender or its Affiliates are a party shall be deemed to be Secured Obligations, and each Lender or Affiliate of a Lender party to any such Related Swap Contract shall be deemed to be secured by the Deed of Trust with respect to such Secured Obligations); provided, however, that such obligations shall cease to be Secured Obligations at such time, prior to the Facility Termination Date (as defined in the Security Agreement), as such Person (or Affiliate of such Person) shall cease to be a "Lender" under the Credit Agreement; provided, further, that no Person who obtains the benefit of the Deed of Trust by virtue of the provisions of this sentence shall have, prior to the Facility Termination Date, any right to notice of any action or to consent to, direct or object to any action under the Deed of Trust or under any other Loan Document to which the Trustor is a party (including the release or modification of the Trustor's obligations hereunder or security therefor) other than in its capacity as a Lender and only to the extent expressly provided in the Loan Documents. Each Person not a party to the Credit Agreement who obtains the benefit of the Deed of Trust by virtue of the immediately preceding sentence shall be deemed to have acknowledged and accepted the appointment of the Administrative Agent to act on its behalf pursuant to the terms of the Credit Agreement and of the Collateral Agent to act on its behalf pursuant to the terms of the Intercreditor Agreement, and that with respect to the actions and omissions of the Administrative Agent or the Collateral Agent under the Deed of Trust or otherwise relating to the Deed of Trust that do or may affect such Person, the Administrative Agent and each of its Related Parties shall be entitled to all the rights, benefits and immunities conferred under Article IX of the Credit Agreement and the Collateral Agent and each of its Related Parties shall be entitled to all the rights, benefits and immunities conferred under Section 8 of the Intercreditor Agreement



Each holder from time to time of the Trustor's 7.53% Senior Secured Notes, Due December 1, 2005, including, without limitation the following:

Allstate Life Insurance Company

General Electric Capital Assurance Company f/k/a Great Northern Insured Annuity Corporation

GE Life and Annuity Assurance Company f/k/a The Harvest Life Insurance Company

Pacific Life Insurance Company

Each holder from time to time of the Trustor's 7.22% Senior Secured Notes, Series A, due 2010, 7.32% Senior Secured Notes, Series B, due 2012, or 7.42% Senior Secured Notes, Series C, due 2014, including, without limitation the following:

John Hancock Life Insurance Company

John Hancock Variable Life Insurance Company

SnowyHorn & Co.<sup>1</sup>

Barnett & Co.<sup>2</sup>

Nationwide Life Insurance Company

Nationwide Life and Annuity Insurance Company

Nationwide Mutual Insurance Company

Nationwide Mutual Fire Insurance Company

AMCO Insurance Company

Scottsdale Insurance Company

Allstate Life Insurance Company

<sup>1</sup> Nominee for John Hancock Reassurance Company Ltd.

<sup>2</sup> Nominee for Maritime Life Assurance Company



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Allstate Life Insurance Company of New York

Massachusetts Mutual Life Insurance Company

C.M. Life Insurance Company

Gerlach & Co.<sup>3</sup>

Mac & Co.<sup>4</sup>

United of Omaha Life Insurance Company

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<sup>3</sup> Nominee for MassMutual Asia Limited

<sup>4</sup> Nominee for Pacific Life Insurance Company



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