

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



201001260045

Skagit County Auditor

1/26/2010 Page

1 of

12 2:30PM

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

When Recorded Mail To:
Fidelity National Title
60 E. Rio Salado Parkway # 1110
Tempe, AZ 85281
Escrow No. 20907051 KIV

620007072

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 EMERALD CITY PIZZA LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1101 Summitview Drive			CITY Yakima	STATE WA	POSTAL CODE 98902	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Washington	1g. ORGANIZATION ID #, if any <input type="checkbox"/> 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. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATION ID #, if any <input type="checkbox"/> 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 WELLS FARGO BANK, N.A., as Administrative Agent						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 5938 Priestly Drive, Suite 200			CITY Carlsbad	STATE CA	POSTAL CODE 92008	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ACCOMMODATION RECORDING

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

SEE EXHIBIT A ANNEXED HERETO AND MADE A PART HEREOF.

ABBREVIATED LEGAL: PTN. TRACT 9, PLAT OF MOUNT VERNON ACREAGE
P53847

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING		
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]		All Debtors				Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA								

Skagit County Clerk's Office (Loan Nos. 93-0909638 and 93-0909639)

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 EMERALD CITY 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 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. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	*1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S ☐ 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:

SEE EXHIBIT B ANNEXED HERETO AND MADE A PART HEREOF.

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



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Skagit County Auditor

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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

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Wells Fargo Bank, N.A. 5938 Priestly Drive, Suite 200 Carlsbad, California 92008 Attn: Loan Administration

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6. <input checked="" type="checkbox"/> 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) (optional)		All Debtors				Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA								

Skagit County Clerk's Office (Loan Nos. 93-0909638 and 93-0909639)

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)



201001260045
Skagit County Auditor

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 EMERALD CITY LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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 ID #, if any <input type="checkbox"/> 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

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14. Description of real estate:

SEE EXHIBIT B ANNEXED HERETO AND MADE A PART
HEREOF.

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)



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Skagit County Auditor

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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

EXHIBIT A TO UCC FINANCING STATEMENT
(County Filing)

The following terms as used herein shall have the following meanings:

"Accessions" shall have the meaning accorded to such term in the UCC.

"Account" or "Accounts" shall have the meaning accorded to such term in the UCC.

"Capital Assets" means fixed assets, both tangible (such as land, buildings, fixtures, machinery and equipment) and intangible (such as patents, copyrights, trademarks, franchises and good will); provided that Capital Assets shall not include any item customarily charged directly to expense or depreciated over a useful life of twelve (12) months or less in accordance with GAAP consistently applied.

"Certificated and Uncertificated Securities", as applicable, shall have the meaning accorded to such terms in the UCC.

"Certificates of Title" shall have the meaning accorded to such term in the UCC.

"Chattel Paper" shall have the meaning accorded to such term in the UCC.

"Collateral Revenues" means with respect to any Collateral all interest, income, dividends, distributions, rents, revenues, profits and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of any License or Leases and all moneys which may become payable or received under any policy insuring the Collateral or otherwise required to be maintained under the Loan Documents (including return of unearned premium).

"Commercial Tort Claims" shall have the meaning accorded to such term in the UCC.

"Commodity Accounts" shall have the meaning accorded to such term in the UCC.

"Commodity Contracts" shall have the meaning accorded to such term in the UCC.

"Credit Agreement" means that certain Credit Agreement dated as of December 21, 2009, among Emerald City Pizza LLC, Columbia Basin Pizza Hut, Inc., Basin Investment Group LLP and Las Vegas Pizza LLC, collectively, as borrowers, Wells Fargo Bank, N.A., as administrative agent for itself and any other lending institutions which are or may become parties thereto (collectively, "Lenders") and Lenders.

"Deposit Account" or "Deposit Accounts" shall have the meaning accorded to such term in the UCC.

"Documents" shall have the meaning accorded to such term in the UCC.

"Equipment" shall have the meaning accorded to such term in the UCC.



"Fee Property" means each real property in which Debtor or any of its Subsidiaries owns a fee interest, each such Fee Property being listed on Exhibit B (as said Exhibit B shall be amended from time to time).

"Financial Assets" shall have the meaning accorded to such term in the UCC.

"Fixtures" shall have the meaning accorded to such term in the UCC.

"General Intangible" or "General Intangibles" shall have the meaning accorded to such term in the UCC.

"Health-Care Insurance Receivables" shall have the meaning accorded to such term in the UCC.

"Instrument" or "Instruments" shall have the meaning accorded to such term in the UCC.

"Insurance Proceeds" means, at any time, all insurance proceeds or payments to which the Debtor may be or become entitled by reason of any casualty with respect to a Property or any of the Collateral under the insurance policies required to be maintained pursuant to the Loan Documents plus (i) the amounts of any deductibles under such insurance policies; (ii) if the Debtor fails to maintain any of the insurance policies required under the Loan Documents, the amounts which would have been available with respect to such casualty had the Debtor maintained such insurance policies; and (iii) all insurance proceeds and payments to which the Debtor may be or become entitled, including, without limitation, pursuant to title insurance or by reason of any casualty with respect to any Property or Collateral under any other insurance policies coverage maintained by the Debtor.

"Inventory" shall have the meaning accorded to such term in the UCC.

"Investment Property" shall have the meaning accorded to such term in the UCC.

"IP Rights" means all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses and other intellectual property rights possessed by Debtors or any of its Subsidiaries, including, but not limited to, those as set forth on Schedule 5.17 of the Credit Agreement.

"Lease" or "Leases" shall have the meaning set forth in Section 1.01 of the Credit Agreement.

"Leasehold Property" means each real property in which Debtor or any of its Subsidiaries owns a leasehold interest (ground lease or space lease, as the case may be), each such Leasehold Property being listed on Exhibit B (as said Exhibit B shall be amended from time to time).

"License" or "Licenses" means any license, permit, directive, authorization, approval or stipulation required to operate the Business at any location. The term "License" or "Licenses" shall not include any Franchise Agreement.

"Loss Proceeds" means all Insurance Proceeds or awards with respect to any loss.

"Material Contract" shall have the meaning set forth in Section 1.01 of the Credit Agreement.



"Money" shall have the meaning accorded to such term in the UCC.

"Payment Intangibles" shall have the meaning accorded to such term in the UCC.

"Personal Property Lease" shall mean any lease of Equipment or other personal property deemed an operating lease under GAAP consistently applied.

"Proceeds" shall include Insurance Proceeds, Loss Proceeds, "proceeds", "products", and "commingled goods" within the meaning accorded to such term in the UCC.

"Promissory Notes" shall have the meaning accorded to such term in the UCC.

"Property" or "Properties" means, individually, either (a) a Fee Property, and (b) a Leasehold Property, and, collectively, any two or more of the foregoing.

"Securities Accounts" shall have the meaning accorded to such term in the UCC.

"Securities Entitlements" shall have the meaning accorded to such term in the UCC.

"Software" shall have the meaning accorded to such term in the UCC.

"UCC" or "Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time as adopted in the State of New York, except to the extent the State of Debtor's formation or the State in which the Collateral is located is applicable.

All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Credit Agreement or in the UCC.

This UCC Financing Statement encumbers all of Debtor's right, title and interest in and under or arising out of each and all of the following (collectively, the "Collateral") as the same may be located at or on the Properties more particularly described on Exhibit B:

(a) All personal property of Debtor, including, without limitation, Capital Assets, Equipment, Inventory, Fixtures, Accessions, General Intangibles (including Material Contracts, Licenses and Leases of personal property and the Franchise Agreements), Accounts, Certificates of Title, Money, Instruments, Investment Property, Personal Property Leases, Documents, Chattel Paper, Deposit Accounts, Letters of Credit, Commodity Accounts, Commodity Contracts, Health-Care Insurance Receivables, Commercial Tort Claims, Promissory Notes, Certificated and Uncertificated Securities, as applicable, Financial Assets, Securities Accounts, Securities Entitlements, Payment Intangibles and Software, IP Rights, credit balances, deposits, bankers' acceptances, guaranties, supporting obligations, letter-of-credit-rights, credits, claims, choses in action, demands, liens, security interests, rights, insurance, awards, compensation, remedies, title and interest in, to and in respect of other Collateral, and all Collateral Revenues and all other personal property of any kind, wherever located, whether now owned or hereafter acquired, including, without limitation, any of the same now or hereafter existing, in each case arising, held, sold, used or consumed in connection with the Business or any Property and any other property, rights, and interests which at any time relate to, arise out of



or in connection with the foregoing or which come into the possession, custody or control of Administrative Agent, on behalf of Lenders, or any of its agents, representatives, associates or correspondents, for any purpose, and all products and Proceeds of the foregoing. Notwithstanding the foregoing, the Collateral shall not include any permits, Licenses, Leases, Franchise Agreements or other contracts to the extent that the granting of a security interest therein or Lien thereon would constitute a breach thereof or is prohibited thereby and such breach or prohibition is not ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the UCC; provided, however, the Collateral shall include all payments and other property received or receivable in connection with any sale or other disposition of such permits, Licenses, Leases, Franchise Agreements or other contracts, and if collateral subject to the prohibition described herein is later freed from such prohibition, then the security interest granted hereunder shall include such collateral, and the term Collateral shall be automatically amended to include such collateral.

(b) The Fee Property and all buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected thereon and owned or purported to be owned by Debtor, together with all building or construction materials, equipment, appliances, machinery, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached thereon and owned or purported to be owned by Debtor, including, without limitation, all trees, shrubs and landscaping materials, reels, and all heating, venting, electrical, lighting, power, plumbing, air conditioning and ventilation equipment (collectively, the "Improvements");

(c) All Equipment (including, but not limited to, all heating, air conditioning, plumbing, lighting, elevator fixtures, telephone and other communications equipment, office and record keeping equipment, window cleaning, building cleaning, signs, monitoring, garbage, computers, point of sale devices and drive-through equipment), machinery, furnishings, appliances, fixtures, building equipment, materials and supplies, inventory and goods and other personal and other property of every kind and nature, whether tangible or intangible, whatsoever owned or purported to be owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Property, or appurtenant thereto, and usable in connection with the present or future operation, enjoyment and occupancy of the Property, including without limitation, all rights of Debtor under any lease to equipment, furniture, furnishings, fixtures and other items of personal property at any time during the term of such lease and the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any security interests, as defined in the UCC (collectively, the "Goods");

(d) All present and future rights, title and interests of Debtor, however acquired, in, to, and under the leases or subleases (as amended, renewed and extended from time to time together with any new lease by Debtor, as lessee of the Leasehold Property or Improvements entered into by Debtor in replacement, extension or renewal of or substitution for said leases, collectively, the "Facility Leases"), all present and future right, title and interest of Debtor, as lessee or otherwise in and to the Leasehold Property, the Improvements, the Goods, and any other real or personal property which is subject to the Facility Leases or which is created



under or pursuant to the Facility Leases and all present and future amendments, renewals and supplements thereto, including all of Debtor's unexpired estate, title, interest and term of years in the Leased Property by virtue of the Facility Leases and any and all credits, deposits, options to renew or extend, options to purchase, rights of first refusal, and any other rights and privileges of Debtor thereunder (collectively, the "Leasehold Estate");

(e) All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, riparian, littoral, and water stock, rights and powers, gas, oil, minerals, coal and other substances of any kind, air rights, access rights, development rights and parking rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, appendages and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Property (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services) and the reversion and reversions, remainder and remainders and any after-acquired title to any of the foregoing; all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Property; all estate, claim, demand, right, title or interest of Debtor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Property or any part thereof; all strips and gores belonging, adjacent or pertaining to the Property; all land lying in the bed of any street, road, highway, alley or avenue, opened or proposed (vacated or otherwise), in front of or adjoining the Property or any part thereof, to the center line thereof and any after-acquired title to any of the foregoing;

(f) All Leases, subleases and other agreements (including, without limitation, any and all security interests, contractual Liens and security deposits thereunder) affecting the use, enjoyment or occupancy of the Property heretofore and hereafter entered into, and all rents, issues, profits, royalties, avails, income, revenues (including all oil and gas or other mineral royalties and bonuses) and other benefits derived or owned by Debtor directly or indirectly from the Property or the Improvements (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness and other Obligations of Debtor to Secured Party;

(g) All Insurance Proceeds and other proceeds of and any unearned premiums on any insurance policies covering the Property (whether or not such insurance is required hereunder), including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(h) All Loss Proceeds and other awards or payments (including, without limitation, tax refunds), including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain or condemnation (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(i) All purchase contracts, condemnation claims, demands, awards and settlement payments, insurance contracts, IP Rights, warranties, guaranties, utility deposits, books and records and general intangibles of Debtor relating to the Property or the Improvements



and all accounts, contract rights, instruments, chattel paper and other rights of Debtor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of Debtor related to the Property or the Improvements;

(j) The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(k) All rights of Debtor and Debtor's bankruptcy trustee to deal with the Facility Lease, which rights may arise as a result of the commencement of a case under the federal bankruptcy laws by or against (i) Debtor or (ii) the lessor ("Lessor") under the Facility Lease, including, without limitation, the right to assume or reject, or compel the assumption or rejection of such Facility Lease pursuant to 11 U.S.C. § 365(a) or any successor law, the right to seek and obtain extensions of time to assume or reject such Facility Lease, and the right to elect whether to treat such Facility Lease as terminated by the Lessor's rejection of such Facility Lease or to remain in possession of the Collateral and offset damages pursuant to 11 U.S.C. § 365(h)(l) or any successor law;

(l) All rights of Debtor in any permits, approvals, consents and other authorizations in connection with the Property or the Improvements, and all rights of Debtor, if any, to all plans and specifications, designs, drawings and other matters prepared in connection with the Property or the Improvements;

(m) All rights of Debtor under any contracts executed by Debtor with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Property or the Improvements, including, without limitation, any architect's contracts, construction contracts and management contracts;

(n) All rights of Debtor as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which Debtor has, with the prior written consent of Secured Party, obtained the agreement of any Person to pay or disburse any money for Debtor's sale (or borrowing on the security) of the Collateral or any part thereof;

(o) Any and all proceeds, products and commingled goods of any of the foregoing and any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Obligations, including the performance of Debtor's obligations under the Loan Documents; and

(p) Any and all other Collateral.



EXHIBIT B TO UCC FINANCING STATEMENT

DESCRIPTION OF LAND

PARCEL A:

The West 168 feet of Tract 9, PLAT OF MOUNT VERNON ACREAGE, SKAGIT COUNTY, WASHINGTON, according to the plat thereof, recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington, and the North 29.5 feet of the East 100 feet of the West 268 feet of said Tract 9, Plat of Mount Vernon Acreage.

EXCEPT that portion acquired by the City of Mount Vernon in Skagit County Superior Court Cause No. 08-2-00769-6 and lying Westerly of the following described line:

Commencing at the Southwest corner of the Northwest Quarter (West Quarter corner) of Section 17, Township 34 North, Range 4 East of the Willamette Meridian;

Thence South 87°37'00" East along the South line of said Northwest Quarter for a distance of 275.04 feet;

Thence North 0°40'15" West for a distance of 30.00 feet, more or less, to the Southeast corner of Tract B Short Plat No. MV-26-76, approved September 10, 1976 and recorded September 23, 1976, in Volume 1 of Short Plats, page 175, under Auditor's File No. 843161, records of Skagit County, Washington;

Thence continue North 0°40'15" West along the East line of said Short Plat No. MV-26-76 for a distance of 10.00 feet, more or less, to the North line of the South 40.00 feet of said Northwest Quarter and being the true point of beginning of said line description:

Thence North 74°32'14" West for a distance of 29.71 feet;

Thence North 88°30'23" West for a distance of 158.19 feet;

Thence North 44°36'10" West for a distance of 47.07 feet;

Thence North 2°57'41" West for a distance of 75.83 feet;

Thence North 2°57'41" West for a distance of 92.27 feet;

Thence North 0°40'15" West for a distance of 37.19 feet;

Thence North 89°19'45" East for a distance of 2.00 feet;

Thence North 0°40'15" West for a distance of 17.65 feet;

Thence North 2°51'58" West for a distance of 241.29 feet;



Thence North 89°19'45" East for a distance of 2.00 feet;

Thence North 2°51'58" West for a distance of 129.48 feet, more or less, to the North line of Tract 6, PLAT OF MOUNT VERNON ACREAGE, Skagit County, Washington, according to the plat there of recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington, at a point bearing North 89°19'45" East a distance of 8.80 feet from the Northwest corner of said Tract 6 and being the terminus of said line description.

ALSO EXCEPT therefrom that portion condemned to the City of Mount Vernon for road purposes under Skagit County Superior Court Case # 08-2-00769-6 and recorded under Auditor's File No. 200810210080, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL B:

A non-exclusive easement for ingress and egress over and across the North 30 feet of the West 168 feet and across the East 30 feet of the West 168 feet of Tract 8, Plat of Mount Vernon Acreage, Skagit County, Washington, according to the plat thereof, recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington as described in instrument recorded April 1, 1977, under Auditor's File No. 853753, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL C:

A non-exclusive easement for vehicular and pedestrian ingress, egress, parking and access over and upon the drive aisle portions of Tracts B and C, City of Mount Vernon Short Plat No. MV-26-76, approved September 10, 1976, recorded September 23, 1976 in Volume 1 of Short Plats, page 175, under Auditor's File No. 843161, records of Skagit County, Washington and being a portion of Tracts 9 and 10, Plat of Mount Vernon Acreage, Skagit County, Washington, according to the plat thereof, recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington, as disclosed by instrument recorded September 22, 2004, under Auditor's File No. 200409220116, records of Skagit County, Washington.

Situated in Skagit County, Washington

Store # 22053
17110 Riverside Drive
Mt. Vernon, WA

