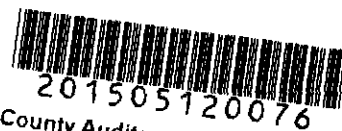


**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  99358585 - 304860 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703  Filed In: Washington (Skagit)	

Skagit County Auditor  
5/12/2015 Page

1 of

\$73.00

2 8:50AM

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 RED POLO VENTURES, LLC					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 32006 SE REDMOND-FALL CITY ROAD		CITY FALL CITY	STATE WA	POSTAL CODE 98024	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 BANK OF THE PACIFIC					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS PO BOX 1826		CITY ABERDEEN	STATE WA	POSTAL CODE 98520	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Furniture, Fixtures and Tenant Leasehold Improvements; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing: PROPERTY DESCRIBED ON EXHIBIT B ATTACHED HERETO. PROPERTY DESCRIBED ON EXHIBIT B IS LOCATED ON REAL PROPERTY COMMONLY KNOWN AS: 115 E. COLLEGE WAY, MOUNT VERNON WA 98273

PARCEL ID: P111995

LEGAL: BINDING SITE PLAN MV-1-94 BSP (COLLEGE WAY MARKETPLACE), ACRES 0.37, (DK17) THAT PORTION OF LOT 2B AND LOT 2 OF CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV-1-94 BSP, APPROVED MAY 31, 1994 AND RECORDED MAY 31, 1994 IN VOLUME 11 OF SHORT PLATS, PAGE 77 UNDER AUDITOR'S FILE NO. 9405310129

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/Licensee

8. OPTIONAL FILER REFERENCE DATA: :RED POLO 910016102

99358585

**EXHIBIT "B"**  
TO  
FINANCING STATEMENT UCC-1

1. All buildings, structures, improvements, equipment, inventory, fixtures: including but without being limited to, all heating and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this paragraph I shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold;

2. All compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefore, arising out of or relating to a taking or damaging of the premises or improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), or fire, earthquake or other casualty;

3. Return premiums or other payments upon any insurance at any time provided for the benefit of the secured party, and refunds or rebates of taxes or assessments on the premises:

4. The right, title and interest of debtor in and under all leases or rental agreements now or hereafter affecting the premises including, without limitation, all rents, issues and profits therefrom and from the renting, leasing, or bailment of property improvements thereon and equipment;

5. All furniture, furnishings, fixtures, appliances, machinery, inventory contracts and contract rights, leases, vehicles, accounts, equipment, general intangibles and rents, and all other personal property of every kind and description now located or to be located in or upon the improvements now on or hereafter constructed on the premises and with any and all additions, accessions, replacements, substitutions, proceeds and products thereto, thereof or, now existing or hereafter occurring, and together with all rights of debtor as lessee of any furniture or equipment used on the premises;

6. Plans, specifications, contracts and agreements for construction of any improvements on the premises; debtor's rights under any payment, performance, or other bond in connection with construction of improvements on the premises; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of improvements on the premises whether stored on the premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to construction of improvements on the premises; and

7. All proceeds and products of the foregoing.

All of the foregoing described collateral is exclusive of any furniture, furnishings or trade fixtures owned and supplied by tenants.