

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
BD CAPITAL SE LLC 67 Mountain Boulevard, Suite 201 Warren, NJ 07059

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

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 SPLC01 LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1002 Wedgewood Avenue	CITY Wenatchee	STATE WA	POSTAL CODE 98801	COUNTRY USA
2. DEBTOR'S NAME: Provide only <u>one</u> 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 <input type="checkbox"/> 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 BD CAPITAL SE LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 67 Mountain Boulevard, Suite 201	CITY Warren	STATE NJ	POSTAL CODE 07059	COUNTRY USA

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

Please see attached Schedule A and Exhibit A for collateral description.

PARECEL NUMBER: P112529

LEGAL DESCRIPTION: LOT 2, TOGETHER WITH THE EAST 100 FEET OF LOT 3, BLOCK 27, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON.

5. Check only if applicable and check only one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative
6a. Check only if applicable and check only one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility <input type="checkbox"/> Check only if applicable and check only one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailee <input type="checkbox"/> Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA:

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	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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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)				
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)				
OR				
11a. ORGANIZATION'S NAME BD CAPITAL SE LLC		11b. INDIVIDUAL'S SURNAME		
		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS 67 Mountain Boulevard, Suite 201		CITY Warren	STATE NJ	POSTAL CODE 07059
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:

Please see attached Schedule A and Exhibit A for collateral description.

17. MISCELLANEOUS:

EXHIBIT "A"
DESCRIPTION OF PLEDGED
COLLATERAL

All Ownership Interests that the Debtor has in a Washington limited liability company having its principal place of business at **1002 Wedgewood Avenue, Wenatchee, WA 98801** ("Borrower") now or hereafter acquired, and all certificates of ownership or other indicia of ownership representing any Ownership Interests, shares or otherwise referred to together with all rights to the proceeds thereof as the "Units";

b. All dividends and other distributions received by Pledgor from the Borrower ("Pledgor" means Lance Wilson Bistranin, Michelle Candace Schubert and Timothy Joel Fariss, and includes all co-signers, guarantors of the Note related Loan Documents; and

All "Proceeds" and Assets owned by Borrower as such term is defined in the Uniform Commercial Code as the same may from time-to-time be in effect in the Commonwealth of Washington (the "Code").

EXHIBIT "B"
LEASES & RENTS

All of Debtor's interest in any and all leases or leases, or subsequent leases, with amendments, if any, and all month-to-month tenancies with respect to portions or all of the real property located at **0 Maple Avenue, La Conner, WA 98257** (the "Premises") (and more particularly described in Schedule "A" annexed hereto) and any modifications, supplements, extensions and renewals thereof and any guarantees of the lessee's obligations thereunder, and all rents, income, and profits arising from the leases and extensions and renewals thereof, if any, and together with all rents, income, and profits due or to become due from the Premises and from any and all of the leases or tenancies for the use and occupancy of the Premises or any part thereof which are now in existence or which may be created in the future during the term of this Assignment, whether or not recorded; together with and including, the Debtor's entire interest in any lease, tenancy, rental, or occupancy agreement now existing or which may be made hereafter affecting the Premises.

TOGETHER WITH all the right, power, and authority of the Debtor to alter, modify, or change or to terminate the term thereof or accept a surrender thereof or to cancel the same or to waive or release the lessee from the performance or observance by the lessee of any obligation or condition thereof or to accept rents or any other payments thereunder.

EXHIBIT "C"

CONTRACTS, PLANS, PERMITS, & APPROVALS

Debtor's interest in all agreements, contracts and contract rights between Debtor and any and all contractors, subcontractors and/or material suppliers, and all plans, permits, licenses and approvals in connection with the construction, renovation, development and improvement of the real property located at **0 Maple Avenue, La Conner, WA 98257**, described in Schedule "A" attached hereto and made a part hereof, and any improvements thereon (the "Premises") and which agreements, contracts, contract rights, plans, permits, licenses and approvals are now in existence or which may be created, amended, supplemented or otherwise modified in the future, whether or not recorded, (and together with any other documents executed in connection therewith, including waivers and consents related thereto), including but not limited to the following:

1. All agreements with respect to architectural and engineering services for the improvements to the Premises;
2. All bonds securing payment and performance of Assignor's improvements to the Premises;
3. All of Assignor's contracts, now existing or hereafter entered into, for the furnishing of supplies, materials, labors, or services (including professional services) for the construction of the improvements to the Premises;
4. All Permits, licenses, and other certificates, now held or hereafter acquired by Assignor, relating to the construction and operation of the improvements to the Premises; and
5. All plans and specifications (including site plans) relating to the construction and operating of the improvements to the Premises.

TOGETHER WITH all the right, power and authority of Debtor to alter, modify or change, or terminate any terms thereof or to release any party thereto from the obligation or condition thereof.