



UCC

LIEN NO. 94239637

MWFP HOLDINGS LLC

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 49152 - Busey Bank	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	104827609 OROR
File with: Secretary of State, OR 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 MWFP HOLDINGS LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 24333 Riverside Dr NE		CITY Saint Paul	STATE OR	POSTAL CODE 97137
				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 Busey Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 12300 Olive Blvd		CITY Creve Coeur	STATE MO	POSTAL CODE 63141
				COUNTRY USA

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

- (a) All shares, units, membership interests or other equity interests in or of the Company now owned, or at any time and from time to time acquired, by Debtor and the certificates, if any, representing such shares, units, membership interest or other equity interests;
- (b) All rights and remedies of Debtor under the LLC Agreement;
- (c) All of Debtor's right, title and interest as a member of the Company, including, without limitation, all of Debtor's right to receive distributions at any time or from time to time of cash and other property, real, personal or mixed, from the Company upon complete or partial liquidation or otherwise;
- (d) All of Debtor's right, title and interest to participate in the management and voting of the Company;
- (e) All of Debtor's right, title and interest in and to:
 - (i) All rights, privileges, authority and power of Debtor as owner and/or holder of the items specified in (a) through (e) above, including, but not limited to, all voting rights and contract rights related thereto, if any;
 - (ii) All options and other agreements for the purchase or acquisition of any interests in the Company;
 - (iii) Any document or certificate representing or evidencing Debtor's rights and interests in the Company; and
 - (iv) to the extent not otherwise included, all Proceeds and products of any of the foregoing.

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 <u>only</u> if applicable and check <u>only one</u> box:	6b. Check <u>only</u> if applicable and check <u>only one</u> 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"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:

104827609 33800 Daniel Scott

**ASSIGNMENT OF MEMBERSHIP INTEREST
AND
PLEDGE AGREEMENT**

This ASSIGNMENT OF MEMBERSHIP INTEREST AND PLEDGE AGREEMENT (this "Agreement") is made as of July 1, 2025, by CCFP HOLDINGS, LLC, a Washington limited liability company ("CCFP"); BLFP HOLDINGS, LLC, a Washington limited liability company ("BLFP"); MWFP HOLDINGS LLC, an Oregon limited liability company ("MWFP," together with CCFP and BLFP, collectively, "Grantor"), to and in favor of BUSEY BANK, an Illinois banking corporation (hereinafter, together with its successors and assigns, referred to as "Lender").

RECITALS

A. Grantor is the sole members of BLCC Holdings, LLC, a Washington limited liability company (the "Company").

B. Grantor is the owner of 100% of all units in the Company under the terms of the LLC Agreement (as herein defined).

C. Lender, as of the date hereof, has provided the following loans (the "Loans") to Borrower (as hereinafter defined): (i) term loan (Willig) in the amount of SEVEN HUNDRED FORTY THOUSAND FIVE HUNDRED THIRTY-SIX AND NO/100THS DOLLARS (\$740,536.00), (ii) term loan (Cooper) in the amount of ONE MILLION FIVE HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED SIXTY-ONE AND NO/100THS DOLLARS (\$1,561,961.00), and (iii) revolving loan in the amount of THREE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$350,000.00).

D. Borrower has executed numerous documents to evidence and/or secure the Loans included that certain: (i) Term Note (Willig), of even date herewith, in the original principal amount of SEVEN HUNDRED FORTY THOUSAND FIVE HUNDRED THIRTY-SIX AND NO/100THS DOLLARS (\$740,536.00) to Lender; (ii) Term Note (Clayton), of even date herewith, in the original principal amount of ONE MILLION FIVE HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED SIXTY-ONE AND NO/100THS DOLLARS (\$1,561,961.00) to Lender; and (iii) Revolving Note, of even date herewith, in the original principal amount of THREE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$350,000.00) to Lender (collectively, as amended, restated, modified or supplemented from time to time, the "Notes").

E. As a condition precedent to Lender's agreement to enter provide, Lender has required that Grantor execute and deliver this Agreement to Lender to secure the prompt and complete performance of all of the obligations and payment of all of the indebtedness under the Note and all other documents which evidence and/or secure the Loans (all such obligations and indebtedness, together with all amounts now or hereafter owned from Borrower (or any party constituting Grantor) in favor of Lender, are hereinafter referred to collectively as the "Obligations").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Borrower" shall mean the Company, Michael R. Willig, and Clayton R. Cooper.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Illinois.

"LLC Agreement" shall that certain Amended & Restated Limited Liability Company Agreement for BLCC Holdings, LLC, dated July 1, 2025, of the Company.

"Loan Documents" shall mean all those documents (including the Note) which evidence and/or secure the Loans.

"Proceeds" shall mean "proceeds," as such term is defined in the Code, and, in any event, shall include, but not be limited to, (i) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the "Pledged Collateral" (as hereinafter defined) by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), (ii) any and all amounts paid or payable to Grantor for or in connection with any sale or other disposition of Grantor's interests in the Company, and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

"Security Interest" shall mean the security interest granted pursuant to Section 2 hereof.

"Solvent" means, when used with respect to any Person, that at the time of determination:

- (a) the assets of such Person, at a fair valuation, are in excess of the total amounts of such Person's debts (including contingent liabilities); and
- (b) the present fair saleable value of such Person's assets is greater than such Person's probable liability on its existing debts as such debts become absolute and matured; and
- (c) such Person is then able and expects to be able to pay such Person's debts (including contingent debts and other commitments) as they mature; and
- (d) such Person, if an entity, has capital sufficient to carry on its business as conducted and as proposed to be conducted.

For purposes of determining whether a Person is Solvent, the amount of any contingent liability shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

Section 2. Grant of Security Interest. As security for the prompt and complete payment and performance when due of the Obligations, Grantor hereby grants to Lender a security interest in, and pledges to Lender, all of the following (all of which being herein collectively called the "Pledged Collateral"):

- (a) all shares, units, membership interests or other equity interests in or of the Company now owned, or at any time and from time to time acquired, by Grantor and the certificates, if any, representing such shares, units, membership interests or other equity interests;
- (b) all rights and remedies of Grantor under the LLC Agreement;

(c) all of Grantor's right, title and interest as a member of the Company, including, without limitation, all of Grantor's right to receive distributions at any time or from time to time of cash and other property, real, personal or mixed, from the Company upon complete or partial liquidation or otherwise;

(d) all of Grantor's right, title and interest to participate in the management and voting of the Company;

(e) all of Grantor's right, title and interest in and to:

(i) all rights, privileges, authority and power of Grantor as owner and/or holder of the items specified in (a) through (e) above, including, but not limited to, all voting rights and contract rights related thereto, if any;

(ii) all options and other agreements for the purchase or acquisition of any interests in the Company;

(iii) any document or certificate representing or evidencing Grantor's rights and interests in the Company; and

(iv) to the extent not otherwise included, all Proceeds and products of any of the foregoing.

Section 3. Representations and Warranties. Grantor represents and warrants that:

(a) Grantor is the sole owner of each item of the Pledged Collateral, free and clear of any and all liens and claims whatsoever, except for the security interest in the Pledged Collateral granted to Lender pursuant to this Agreement.

(b) No security agreement, financing statement, assignment, equivalent security or lien instrument or continuation statement covering all or any part of the Pledged Collateral is on file or of record in any public office or at the records of the Company, except financing statements with respect to the Pledged Collateral filed by Lender pursuant to this Agreement.

(c) Upon the filing of all appropriate financing statements under the Code, all steps necessary to create and perfect the security interest created by this Agreement as a valid and continuing first lien on and first perfected security interest in the Pledged Collateral in favor of Lender, prior to all other liens, security interests and other claims of any sort whatsoever, will have been taken. This Agreement and the security interest created hereby are enforceable as such against creditors of and purchasers from Grantor, except with respect to liens or other interests accorded a superior priority as a matter of law.

(d) Grantor's principal place of business and tax identification numbers are set forth in Exhibit A.

(e) Grantor has not changed Grantor's (i) name, or used, adopted or discontinued the use of any trade name, fictitious name or other trade name or trade style or (ii) jurisdiction of organization

(f) The percentage interests of Grantor's membership interests in the Company are set forth in Exhibit A and include the same percentage interest in all distributions by the Company to its members of cash or other property, whether in complete or partial liquidation or otherwise.

(g) Grantor has all power, statutory and otherwise, to execute and deliver this Agreement, to perform Grantor's obligations hereunder and to subject the Pledged Collateral to the security interest created hereby, all of which has been duly authorized by all necessary action.

(h) No amendments or supplements have been made to the LLC Agreement since it were originally entered into; such LLC Agreement remains in effect; and no party to the LLC Agreement is presently in default thereunder.

(i) Grantor has the right (subject, however, to applicable laws regulating the sale generally of such interests) to transfer all or any part of the Pledged Collateral free of any lien or encumbrance.

(j) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for Grantor's granting of a security interest in the Pledged Collateral pursuant to this Agreement, or (ii) for the execution, delivery or performance of this Agreement by Grantor.

(k) Upon the transfer of the Pledged Collateral, or any portion thereof, to any party pursuant to Section 10 below and compliance by the transferee with the terms of the LLC Agreement applicable to the transfer of membership interests in the Company, the Company shall continue in existence and the LLC Agreement shall provide, or be amended to provide, for such continuation; provided that, any expenses paid by Lender or any designee of Lender pursuant to the provisions of the aforesaid sections of the LLC Agreement shall constitute expenses incurred in the enforcement of Lender's rights under the Note.

(l) As of the date hereof, there are no certificates, instruments or other documents evidencing any of the Pledged Collateral. Grantor shall never consent to or allow (without Lender's consent which may be withheld at Lender's sole discretion) the issuing of certificates to evidence any of the Pledged Collateral.

(m) Grantor is Solvent prior to and after giving effect to the transactions contemplated herein and in the Note, and shall remain Solvent during the term of this Agreement.

Section 4. Covenants. Grantor covenants and agrees that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Pledged Collateral.

(i) *intentionally omitted*.

(ii) Further Documentation and Delivery. At any time and from time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver any and all such further instruments and documents, and take such further actions, as Lender may reasonably deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the execution and filing of any financing or continuation statements under the Code in effect in any jurisdiction with respect to the security interest granted hereby and, if otherwise required hereunder or requested hereafter, transferring Pledged Collateral to the possession of Lender (if a security interest in such Pledged Collateral can be perfected by possession).

(iii) Financing Statements. Grantor hereby authorizes Lender to file a record or records (as defined in the Code), including, without limitation, financing statements, without the Grantor's signature appearing thereon, naming Grantor as debtor and Lender as secured party, in all jurisdictions and with all filing offices as Lender may determine, in its sole discretion, are necessary or

advisable to perfect the security interest granted to Lender herein. Such financing statements may describe the Pledged Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as Lender may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Pledged Collateral granted to Lender herein.

(iv) Pledge of Instruments. If any amount payable under or in connection with any of the Pledged Collateral shall be or become evidenced by any promissory note or other instrument (other than an instrument which constitutes chattel paper under the Code), such note or other instrument shall be immediately pledged hereunder and a security interest therein hereby granted to Lender, and the same shall be duly endorsed without recourse or warranty in a manner reasonably satisfactory to Lender and delivered to Lender.

(b) Priority of Liens. Grantor will defend the right, title and interest hereunder of Lender, as a first priority security interest in the Pledged Collateral against the claims and demands of all persons whomsoever.

(c) Further Identification of Pledged Collateral. Grantor will furnish to Lender, from time to time, such reports in connection with the Pledged Collateral as Lender may reasonably request.

(d) Notices. Grantor will advise Lender promptly, in reasonable detail, (i) of any lien, security interest, encumbrance or material claim made or asserted against any of the Pledged Collateral, (ii) of any distribution of cash or other property by the Company, whether in complete or partial liquidation or otherwise, and of any other material change in the composition of the Pledged Collateral, any Grantor or the Company, and (iii) of the occurrence of any other event which would have a material adverse effect on the aggregate value of the Pledged Collateral or on the security interest created hereunder.

(e) Continuous Perfection. Grantor will not change Grantor's name in any manner which might make any financing or continuation statement filed hereunder misleading within the meaning of Section 9-506(b) of the Code (or any other then-applicable provision of the Code), unless Grantor shall have given Lender at least thirty (30) days prior written notice thereof and shall have taken all action (or made arrangements to take such action substantially simultaneously with such change if it is impossible to take such action in advance) necessary or reasonably requested by Lender to amend such financing statement or continuation statement so that it is not misleading. Grantor will not sign or authorize the signing on Grantor's behalf of any financing statement naming such Grantor as debtor covering all or any portion of the Pledged Collateral, except financing statements naming Lender as secured party.

(f) Change of Information. Grantor will not change (i) its name or (ii) the location of its principal place of business, unless Grantor has (A) taken such action as is necessary to cause the security interest of Lender in the Pledged Collateral to continue to be perfected and (B) given not less than ten (10) days' prior written notice thereof to Lender.

(g) Performance of Obligations. Grantor will perform all of Grantor's obligations under the LLC Agreement prior to the time that any interest or penalty would attach against Grantor or any of the Pledged Collateral as a result of Grantor's failure to perform any of such obligations, and Grantor will do all things necessary to maintain the Company as a limited liability company under the laws of the State of Illinois, and to maintain Grantor's interest as the sole member of the Company in full force and effect without diminution.

(h) LLC Agreement. Without Lender's prior written consent (which may be withheld at Lender's sole discretion), Grantor will not (x) permit, suffer or otherwise consent to any material amendment, supplement or other modification to the LLC Agreement affecting, in any manner, voting

rights, or (y) waive, release or compromise any material rights or claims Grantor may have against any other party which arises under the LLC Agreement. Grantor will not act under the LLC Agreement to cause the Company to dissolve, liquidate, merge or consolidate with any other person or take any other action under the LLC Agreement that would adversely affect Lender's security interest in the Pledged Collateral, including, without limitation, the value or priority thereof. Grantor will not permit, suffer or otherwise consent to the conversion of all or part of any Pledged Collateral in the Company (or any interest therein) into a general partnership interest.

(i) Stay or Extension Laws. Grantor will not at any time claim, take, insist upon or invoke the benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Pledged Collateral prior to any sale or sales thereof to be made pursuant to the provisions hereof or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state to redeem the property so sold or any part thereof, and Grantor hereby expressly waives, on behalf of Grantor and each and every person claiming by, through and under Grantor, all benefit and advantage of any such law or laws, and covenants that Grantor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power, right or remedy herein or hereby granted and delegated to Lender, but will authorize, allow and permit the execution of every such power, right or remedy as though no such law or laws had been made or enacted.

(j) Delivery of Certificates. Grantor agrees (i) immediately to deliver to Lender, or Lender's designee, all certificates, instruments or other documents evidencing any of the Pledged Collateral which may at any time come into the possession of Grantor, and (ii) to execute and deliver a notice of Lender's security interest in the Pledged Collateral (which notice shall be satisfactory to Lender in form and substance and which may request acknowledgment from the addressee) to any third party which either has possession of the Pledged Collateral or any certificates evidencing any of the Pledged Collateral, or otherwise has the ability under applicable law or the terms of any agreement to record transfers or transfer ownership of any of the Pledged Collateral (whether at the direction of Grantor or otherwise). Grantor hereby appoints Lender as Grantor's attorney-in-fact, with authority at any time or times to take any of the foregoing actions on behalf of Grantor.

(k) Pledged Collateral Not "Securities". Grantor represents and warrants to Lender that none of the Pledged Collateral is a "security" within the meaning of Article 8 of the Code. Grantor covenants and agrees that it will take no action as contemplated by Section 8-103 of the Code or otherwise which would cause any of the Pledged Collateral to fall within the definition of "security" under Article 8 of the Code, including but not limited to (i) entering into an amendment to the LLC Agreement or any other writing or agreement purporting to opt in to Article 8 of the Code pursuant to Section 8-103 thereof or (ii) transferring any of the Pledged Collateral to a securities account; provided that, the Company may issue certificates to the members of the Company to represent their interests in the event a member so requests pursuant to the LLC Agreement. Grantor agrees to deliver any such certificate representing the Pledged Collateral to Lender together with an assignment of the same executed in blank. Grantor shall (a) obtain from the Company and other persons, for the benefit of Lender, written confirmation of the Security Interest in the Pledged Collateral, and (b) take or cause such parties to take all action necessary or appropriate to create, perfect and maintain a first perfected priority lien in such uncertificated securities in favor of Lender.

(l) Records of Membership Interests. Grantor shall keep, or cause to be kept, full and accurate books and records relating to Grantor's Pledged Collateral and shall stamp or otherwise mark such books and records in such manner as Lender may reasonably request indicating that such Pledged Collateral is subject to the Security Interest.

(m) Company Records. Grantor shall request that the Company to make a notation on the records of the Company indicating the security interest granted hereby.

Section 5. Grantor's Powers.

(a) As long as an "Event of Default" (as hereinafter defined) shall not then exist, Grantor shall be the sole party entitled (1) to exercise for any purpose any and all (i) voting rights, and (ii) powers, and (2) to receive any and all distributions or other payments, in each case arising from or relating to the Pledged Collateral (to the extent otherwise permitted pursuant to the Loan Agreement); provided, however, that Grantor shall not exercise such rights or powers, or consent to any action of the Company that would be in contravention of the provisions of, or constitute an Event of Default under this Agreement or any of the other Loan Documents.

(b) Upon the occurrence of an Event of Default, unless Lender designates in writing to Grantor to the contrary, all rights of Grantor provided in Section 5(a) hereof shall cease, and all voting rights and powers and rights to distributions included in the Pledged Collateral or otherwise described in such Section 5(a) shall thereupon become vested in Lender without further action and without taking title to the Pledged Collateral, and Lender shall thereafter have the sole and exclusive right and authority to exercise such voting rights and powers. Grantor shall execute such documents and instruments, including, but not limited to, statements that Grantor no longer have the right to act as members or otherwise relating to such change as Lender may request. Grantor agrees that the Company and any other member of the Company may rely conclusively upon any notice from Lender that Lender has the right and authority to exercise all rights and powers of such Grantor as a member under the LLC Agreement. Grantor irrevocably waives any claim or cause of action against the Company or any other member of the Company who deals directly with Lender following receipt of such notice from Lender.

Section 6. Lender's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Lender and each officer or agent of Lender, with full power of substitution, as Grantor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in such attorney-in-fact's own name, from time to time in the discretion of such attorney-in-fact following the occurrence of an Event of Default and during the continuation thereof, for the purpose of carrying out the terms of this Agreement (and solely of this Agreement), to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives each such attorney-in-fact the power and right, from and after an Event of Default and during the continuation thereof, on behalf of Grantor, without further notice to or assent by Grantor, to do the following:

(i) to collect and otherwise take possession of and title to any and all distributions of cash or other property due or distributable at any time after the date hereof to Grantor as members from the Company, whether in complete or partial liquidation or otherwise, and to prosecute or defend any action or proceeding in any court of law or equity or otherwise deemed appropriate by such attorney-in-fact for the purpose hereof;

(ii) to ask, demand, collect, receive and give acceptances and receipts for any and all moneys due and to become due under any Pledged Collateral and, in the name of Grantor or such attorney-in-fact's own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Pledged Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by such attorney-in-fact for the purpose of collecting any and all such moneys due under any Pledged Collateral whenever payable;

(iii) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Pledged Collateral, to effect any repairs or any

insurance called for with respect to any of the Pledged Collateral by the terms of this Agreement, and to pay all or any part of the premiums therefor and the costs thereof; and

(iv) (A) to direct any party liable for any payment under any of the Pledged Collateral to make payment of any and all moneys due and to become due thereunder directly to Lender or as such attorney-in-fact shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Pledged Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Pledged Collateral or any portion thereof and to enforce any other right in respect of any Pledged Collateral; (D) to defend any suit, action or proceeding brought against any Grantor with respect to any Pledged Collateral; (E) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as such attorney-in-fact may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Pledged Collateral as fully and completely as though such attorney-in-fact were the absolute owner thereof for all purposes, and to do, at the option of such attorney-in-fact at Grantor's expense, at any time, or from time to time, all acts and things which such attorney-in-fact reasonably deems necessary to protect, preserve or realize upon the Pledged Collateral and the security interest of Lender therein, in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

Grantor hereby ratifies, to the extent permitted by law, all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) The powers conferred on each attorney-in-fact hereunder are solely to protect the interest in the Pledged Collateral of Lender and shall not impose any duty upon any such attorney-in-fact to exercise any such powers. Each such attorney-in-fact shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act unless such action or failure to act constitutes gross negligence or willful misconduct.

(c) Grantor also authorizes Lender and each officer or agent of Lender at any time and from time to time, upon the occurrence of any Event of Default, to execute, in connection with the sale provided for in Section 10 of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to any of the Pledged Collateral.

Section 7. Distributions. Following an Event of Default and during the continuation thereof, Grantor hereby grants Lender full irrevocable power and authority to receive and hold at any such time cash and non-cash distributions by the Company on account of any of the Pledged Collateral (together with all interest, if any, earned thereon), which may be held free and clear of the liens created hereby, and to convert any such non-cash distributions to cash, and to apply any such cash distributions, interest or proceeds of conversion in the manner specified in Section 10(d) of this Agreement.

Section 8. Performance by Lender of Grantor's Obligations. If Grantor fails to perform or comply with any of Grantor's agreements contained herein, and Lender as provided for by the terms of this Agreement shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Lender incurred in connection with such performance or compliance, together with interest thereon at the rate following a default specified in the Note in effect from time to time shall be payable by Grantor to Lender on demand and shall constitute Obligations secured hereby.

Section 9. Default. Any of the following shall constitute an "Event of Default" hereunder:

(a) a failure by Grantor to pay any amounts owed pursuant to this Agreement immediately after such payment is demanded by Lender in writing;

(b) a failure by Grantor to observe or perform any nonmonetary obligation, covenant, condition or agreement hereof to be performed by Grantor (which is not otherwise included in Sections 9(a), (c) or (d)), which failure is not cured within thirty (30) days after written notice thereof by Lender to Grantor; provided, however, that, if such failure by its nature cannot be cured within such period, and if Grantor commence to cure such failure and thereafter diligently pursue the curing thereof within such period (and in all events diligently pursue the curing of such failure and, in fact, effect a cure of such failure within sixty (60) days after the original notice thereof), Grantor shall not be in default hereunder during the period of diligently curing;

(c) any representation or warranty made by Grantor in this Agreement is not true and correct in any material respect when made; or

(d) a Default as defined in the Loan Agreement.

Section 10. Remedies and Rights Upon Default.

(a) Upon the occurrence of any Event of Default, Lender or Lender's designee may, at Lender's option, elect to become a substituted member of the Company with respect to the Pledged Collateral, and Grantor shall execute or cause to be executed all documents necessary to evidence Lender or Lender's designee so becoming a substituted member. If any Event of Default shall occur, Lender or Lender's designee may exercise in addition to all other rights and remedies granted to Lender in this Agreement, and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Grantor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Pledged Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give options to purchase, or sell or otherwise dispose of and deliver said Pledged Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without the assumption of any credit risk. Grantor expressly acknowledges that private sales may be less favorable to a seller than public sales but that private sales shall nevertheless be deemed commercially reasonable and otherwise permitted hereunder. The purchaser of any or all of the Pledged Collateral so sold shall thereafter hold the same absolutely free from any claims, encumbrances or rights of any kind whatsoever. In view of the fact that federal and state securities laws and/or other applicable laws may impose certain restrictions on the method by which a sale of the Pledged Collateral may be effected, Grantor agrees that upon the occurrence of an Event of Default, Lender may, from time to time, attempt to sell all or any part of the Pledged Collateral by means of a private placement, restricting the prospective purchasers to those who will represent and agree that they are purchasing for investment only and not for distribution. In so doing, Lender may solicit offers to buy the Pledged Collateral, or any part thereof, for cash, from a limited number of investors deemed by Lender in its judgment, to be financially responsible parties who might be interested in purchasing the Pledged Collateral, and if Lender solicits such offers, then the acceptance by Lender of the highest offer obtained therefrom shall be deemed to be a commercially reasonable method of disposing of the Pledged Collateral.

Lender or Lender's designee shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Pledged Collateral so sold, free of any right or equity of redemption, which equity of redemption Grantor

hereby releases. Grantor further agrees, at the request of Lender, to assemble the Pledged Collateral and make it available to Lender at places which Lender shall reasonably select, whether at Grantor's premises or elsewhere. Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in Section 10(d) hereof. Only after so paying over such net proceeds and after the payment by Lender of any other amount required by any provision of law, including Section 9-504(1)(c) of the Code, need Lender account for the surplus, if any, to Grantor. To the extent permitted by applicable law, Grantor waives all claims, damages and demands against Lender arising out of the repossession, retention or sale of the Pledged Collateral, except in each case such as arise out of the gross negligence or willful misconduct of Lender. Grantor agree that Lender need not give more than twenty (20) days notice (which notification shall be deemed given when mailed or delivered on an overnight basis, postage prepaid, addressed to Grantor at Grantor's addresses referred to in Section 12 hereof) of the time and place of any public sale or of the time after which a private sale may take place, and Grantor hereby agrees that such notice is reasonable notification of such matters.

(b) Grantor hereby waive presentment, demand or protest (to the extent permitted by applicable law) of any kind in connection with this Agreement or any Pledged Collateral.

(c) The proceeds of any sale, disposition or other realization upon all or any part of the Pledged Collateral shall be distributed by Lender in the following order of priorities:

first, to Lender in an amount sufficient to pay in full the expenses of Lender in connection with such sale, disposition or other realization, including all expenses, Obligations and advances incurred or made by Lender in connection therewith, including reasonable attorneys' fees and expenses;

second, to Lender until the other Obligations are paid in full; and

finally, upon payment in full of all of the Obligations, to Grantor or Grantor's representatives, or as a court of competent jurisdiction or as Grantor may direct.

In addition, upon the occurrence of an Event of Default, all rights of the Grantor to exercise the voting and other rights which it would otherwise be entitled to exercise, and to receive cash and non-cash dividends and other distributions, shall cease, and all such rights shall thereupon become vested in Lender as provided in Sections 5 and 7 hereof.

Section 11. Limitation on Lender's Duty in Respect of Pledged Collateral. This Agreement is executed only as security for the Obligations. Anything to the contrary notwithstanding, Lender shall not be deemed to have assumed any of the responsibilities or obligations of Grantor or with respect to the Pledged Collateral. Grantor shall retain any distributions made by the Company to Grantor prior to an Event of Default, but only to the extent such distributions were permitted under the Note. Except as expressly provided in the Code, Lender shall have no duty as to any Pledged Collateral in its possession or control, or in the possession or control of any agent or nominee of Lender, or as to any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

Section 12. Notices. Any notice or other communication required or permitted to be given in accordance with the Loan Agreement.

Section 13. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 14. No Waiver; Cumulative Remedies. Lender shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder. No waiver hereunder shall be valid except to the extent therein set forth. A waiver of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Lender any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. Except to the extent that Lender has specifically and expressly waived such remedies in this Agreement or otherwise, the rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. Lender may resort to and realize on the Pledged Collateral simultaneously with any acts or proceedings initiated by Lender, in its sole and conclusive discretion, to resort to or realize upon any other sources of repayment of the Obligations, including, but not limited to, collateral granted by other security agreements and the personal liability of any persons, partnerships or corporations which have guaranteed repayment of the Obligations. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Lender.

Section 15. Successors and Assigns; Governing Law. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors, heirs and assigns of Grantor, except that Grantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of Lender and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender and its respective successors and assigns. This Agreement shall be governed by, and be construed and interpreted in accordance with, the internal laws of the State of Illinois. Neither this Agreement nor anything set forth herein is intended to, nor shall it, confer any rights on any person or entity other than the parties hereto and all third party rights are expressly negated.

Section 16. Termination. This Agreement, and the assignments, pledges and security interests created or granted hereby, shall terminate when the Obligations shall have been indefeasibly and fully paid and satisfied in cash, at which time Lender shall release and reassign (without recourse upon, or any warranty whatsoever by, Lender), and deliver to Grantor all Pledged Collateral and related documents then in the custody or possession of Lender, including termination statements under the Code, all without recourse upon, or warranty whatsoever, by Lender and at the cost and expense of Grantor.

Section 17. Injunctive Relief. Grantor recognizes that in the event Grantor fails to perform, observe or discharge any of Grantor's obligations hereunder, no remedy of law will provide adequate relief to Lender, and agree that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

Section 18. Waiver of Subrogation. Grantor waives any rights to enforce any remedy which Lender may have against the Company, any rights to participate in any security for the Obligations, and any rights of indemnity, reimbursement, contribution or subrogation which Grantor may have against the Company with respect to the Obligations. The foregoing waiver shall remain in full force and effect until the Obligations are indefeasibly paid in full in cash.

Section 19. Waivers. Grantor hereby expressly waives:

(a) unless specifically otherwise stated herein, notice of any default under the Note, notice of any matter concerning the financial condition of the Company or notice of the taking of any action or the exercise of any remedy by Lender under the Note;

(b) presentment, demand, notice of dishonor, protest and notice of protest, notice of any and all defaults and all other notices whatsoever, except as otherwise expressly required herein;

(c) any and all claims or defenses based upon lack of diligence in:

(i) collection of any Obligations;

(ii) protection of any collateral or other security for the Obligations; or

(iii) realization upon the Note;

(d) any defenses, set-offs or counterclaims which may be available to the Company;

(e) any impairment, modification, change, release or limitation of the liability of, or stay of actions or lien enforcement proceedings against the Company, their property or their estate in bankruptcy, resulting from the operation of any provision of the state or federal bankruptcy laws, or from the decision of any court;

(f) the right to the benefit of, or to direct the application of, any security held by Lender, any right to enforce any remedy which Lender now or hereafter may have against the Company, or any right to participate in any security now or hereafter held by Lender; and

(g) the right of reimbursement, contribution or subrogation, or any other right or remedy, of Grantor against the Company, or against any security held by Lender, or any defense arising by reason of any release for any reason whatsoever of the Company,

it being the intention of Grantor to waive all defenses, including those given to sureties or guarantors at law or in equity, other than the actual performance of the Obligations.

Section 20. Waiver of Jury Trial. GRANTOR, AND LENDER BY ITS ACCEPTANCE OF THIS AGREEMENT, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT AND THE BUSINESS RELATIONSHIP THAT IS BEING ESTABLISHED. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GRANTOR AND LENDER, AND GRANTOR ACKNOWLEDGES THAT NEITHER LENDER NOR ANY PERSON ACTING ON BEHALF OF LENDER HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. GRANTOR AND LENDER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH OF THEM HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH OF THEM WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTOR AND LENDER FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL OF THEIR OWN CHOOSING.

Section 21. Venue. GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS, AND IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTE OR OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. GRANTOR EXPRESSLY

SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVE ANY DEFENSE OF FORUM NON CONVENIENS. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND AGREE THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN-RECEIPT REQUESTED, ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT, AND SERVICE SO MADE SHALL BE COMPLETE THIRTY (30) DAYS AFTER THE SAME HAS BEEN POSTED.

Section 22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute one and the same instrument.

Section 23. Joint and Several. The parties constituting Grantor shall be jointly and severally liable for the obligations of Grantor set forth herein. Furthermore, any and all representations and/or warranties of Grantor shall be deemed jointly and severally made by the parties constituting Grantor.


(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has executed this Agreement or has caused the same to be executed by Grantor's duly authorized representatives as of the date first above written.

CCFP HOLDINGS, LLC,
a Washington limited liability company

By: 
Name: Clayton R. Cooper
Its: Manager

BLFP HOLDINGS, LLC,
a Washington limited liability company

By: 
Name: Brian Vittle
Its: Manager

MWFP HOLDINGS LLC,
a Oregon limited liability company

By: 
Name: Michael R. Willig
Its: Manager

EXHIBIT A

Membership Interest of Grantor in Company

Name	State of Principal Residence/ Organization	Principal Place of Business	Percentage Interest
BLFP Holdings, LLC	WA	8300 East Dixileta Drive, Unit 285 Scottsdale, AZ 85262	10.00%
CCFP Holdings, LLC	WA	1213 NW 166 TH ST Ridgefield, WA 98642	57.00%
MWFP Holdings LLC	OR	24333 Riverside Drive NE Saint Paul, OR 97137	33.00 %