

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) George Bosch 541-530-0001
B. E-MAIL CONTACT AT FILER (optional) info@oregonescrowservices.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) OREGON ESCROW SERVICES PO BOX 2062 EUGENE, OR 97402

FILED: OCT 23, 2023 12:40 PM
OREGON SECRETARY OF STATE

UCC

LIEN NO. 93699148

KESTER FOODS, LLC

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 KESTER FOODS, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
243 GRIMES STREET STE E	EUGENE	OR	97402	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
RAY	RALPH			
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
243 GRIMES STREET STE E	EUGENE	OR	97402	USA

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				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
UMPQUA ARMORY, LLC				
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2876 NE DIAMOND LAKE BLVD	ROSEBURG	OR	97470	USA

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

SEE SECURITY AGREEMENT AND EXHIBIT A ATTACHED

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

23-0073

UCC FINANCING STATEMENT ADDITIONAL PARTY
FOLLOW INSTRUCTIONS

18. 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 ☐

18a. ORGANIZATION'S NAME

KESTER FOODS LLC

OR 18b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

OR 19b. INDIVIDUAL'S SURNAME

RAY

FIRST PERSONAL NAME

BELINDA

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

19c. MAILING ADDRESS

234 GRIMES STREET STE E

CITY

EUGENE

STATE

OR

POSTAL CODE

97402

COUNTRY

USA

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR 20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR 21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

OR 22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR 23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS:



SECURITY AGREEMENT

General

Section 1. Ralph Ray and Belinda Ray, as Members of Kester Foods, LLC (if individual(s), use name(s))
as shown on current driver license(s) or identification card(s)), hereinafter called "debtor," whose location is 243 Grimes Street Ste E, Eugene, OR 97402
(if individual(s), use address of principal residence(s); if organization, actual location where
debtor conducts debtor's affairs, or if debtor does so at more than one place, debtor's chief executive office), Lane County, Oregon, for
new value, the current receipt and reasonable equivalence of which are hereby acknowledged, hereby grants to Umpqua Armory, LLC
, hereinafter called "secured party," whose address is 2876 NE Diamond Lake Blvd,
Roseburg OR 97470
a security interest in the following described property together with all accessories, substitutions, additions, replacements, parts and accessions now or hereinafter affixed to or used
in connection therewith, as well as the products and proceeds thereof, all hereinafter called "the collateral":

See Exhibit "A"

(IN PREPARING THE DESCRIPTION OF THE COLLATERAL, THE PARTIES SHOULD DETERMINE WHETHER THE DESCRIPTION CONFORMS TO ORS 79.0108.)

to secure payment of debtor's debt to secured party as evidenced hereby and by debtor's note of even date herewith payable to secured party in the amount of
\$39,000 payable on the terms, at the times and with interest as set forth in the note; (delete remainder of this sentence if not applicable) also to secure any and all other
liabilities, direct and indirect, absolute or contingent, now existing or hereafter arising from debtor to secured party. (The note and liabilities are hereinafter collectively called "the
obligations.") This security interest is also granted with respect to all after-acquired property similar in nature to the property just described, in accordance with ORS 79.0204. Debtor
agrees to pay the obligations and if any portion thereof, principal or interest, is not paid when due and such default continues for more than 10 days, debtor agrees to pay, in addi-
tion to the foregoing, secured party's reasonable costs of collection including reasonable attorney fees incurred at both the trial and appellate levels.

Section 2. Debtor hereby warrants and covenants that:

2.1 The collateral is primarily for debtor's ☐ personal, family or household purposes, ☒ business or commercial purposes (indicate which), and if any part of the collateral is
being acquired, in whole or in part, with the proceeds of the note, secured party may disburse directly to the seller of the collateral.

2.2 At all times the collateral will be kept in the State of Oregon and, if applicable, in the following other state(s): _____
The collateral shall not be removed from that or those states, in whole or in part, until such time as secured party's written consent to a change
of location is obtained by debtor.

2.3 If the collateral is bought or used primarily for business or commercial purposes, debtor's place of business in Oregon (debtor's chief executive office or the location debtor con-
ducts debtor's affairs) is located at the address indicated in Section 1. If applicable, debtor also conducts debtor's affairs at the following other physical address(es):
_____. If debtor has no place of business in Oregon but resides
therein, debtor's principal residence is _____

2.4 If debtor is an organization, such as a corporation or limited liability company, it is organized and existing under the laws of the State of Oregon
and its registered name is Kester Foods, LLC

2.5 If the collateral is or is to become attached to real estate, a description of the real estate is:

in _____ County, Oregon, and if the collateral is attached to real estate prior to the perfection of the security interest granted hereby, debtor will, on
the demand of secured party, furnish the latter with disclaimers or subordination agreements in form suitable to secured party, signed by all persons having an interest in the real
estate or any interest in the collateral which is prior to secured party's interest.

2.6 If the collateral is crops, a description of the land on which the crops are growing or are to be grown is:

in _____ County, Oregon.

2.7 If any motor vehicles are included in the above described collateral, secured party's security interest is to be noted on each certificate of title, and each of those certificates
shall be deposited with and kept by secured party.

Section 3. SPECIAL TERMS AND CONDITIONS:

Until debtor breaches any term or provision of this agreement or the obligations secured by the collateral, secured party consents to debtor's (i) sale of finished goods inventory for
reasonably equivalent value in cash or on commercially reasonable trade terms in the ordinary course of business, (ii) collection of accounts in the ordinary course of business, and
(iii) replacement of obsolete or worn-out fixtures and equipment in the ordinary course of business. (Delete this sentence if not applicable.)

This agreement is subject to the additional provisions set forth on the reverse hereof, the same being incorporated herein by reference. Debtor acknowledges receipt of a copy
of this agreement.

DATED October, 2023

SECURED PARTY (Secured party need sign only if agreement is to be used as a financing statement.)

By _____

Its _____

PHONE _____

Kester Foods, LLC

DEBTOR

By Ralph Ray, Member

Its Belinda Ray, Member

PHONE _____

NOTE: If the above agreement is a consumer credit transaction and therefore within the purview of the Truth-in-Lending Act and Regulation Z, secured party MUST comply
with the Act and the Regulation by making the required disclosures to debtor. This form is not suitable for use in retail installment transactions.

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

ADDITIONAL PROVISIONS

Section 4. Debtor hereby further warrants and covenants that:

4.1 No financing statement covering any of the collateral described on the reverse hereof, or the products or proceeds thereof, is on file in any public office. Debtor is the owner of the collateral free from any prior lien, security interest or encumbrance and will defend the collateral against the claims and demands of all persons whomsoever.

4.2 Debtor will not sell, exchange, lease or otherwise dispose of the collateral, or any part thereof, or suffer or permit any lien, levy or attachment thereon or security interest therein or financing statement to be filed with reference thereto, other than that of secured party.

4.3 Debtor will maintain the collateral in good condition and repair and preserve the same against waste, loss, damage or depreciation in value other than by reasonable wear. Debtor will not use any of the collateral in violation of any law or public regulation. Secured party may examine and inspect the collateral at any reasonable times, wherever located, and for that purpose hereby is authorized by debtor to enter any place or places where any part of the collateral may be.

4.4 Debtor will keep the collateral fully insured against loss or damage by fire, theft (and collision if applicable) and such other hazards as secured party may from time to time require, with such deductible provisions, upon such terms, including loss payable and other endorsements, and in such company or companies as secured party may approve. Debtor will immediately deliver all such policies to secured party, to be retained by the latter in pledge to secure debtor's obligations hereunder, with irrevocable authority to adjust any loss, receive and receipt for any sum payable, surrender any policy, discharge and release any insurer, endorse in debtor's name any loss or refund check or draft and, in general, exercise in debtor's name or otherwise, any and all rights of debtor in respect thereto or in respect to the proceeds thereof.

WARNING: Unless debtor provides secured party with evidence of insurance coverage as required by the contract or loan agreement between them, secured party may purchase insurance at debtor's expense to protect secured party's interest. This insurance may, but need not, also protect debtor's interest. If the collateral becomes damaged, the coverage purchased by secured party may not pay any claim made by or against debtor. Debtor may later cancel the coverage by providing evidence that debtor has obtained property coverage elsewhere. Debtor is responsible for the cost of any insurance coverage purchased by secured party, which cost may be added to debtor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date debtor's prior coverage lapsed or the date debtor failed to provide proof of coverage. The coverage secured party purchases may be considerably more expensive than insurance debtor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

4.5 Debtor will pay, when due, all taxes, license fees and assessments relative to the collateral and its use and relative to the obligations secured hereby. Should debtor fail in the performance of any of the foregoing, secured party may pay any security interest having priority hereto, may order and pay for the repair, maintenance and preservation of the collateral, or any part thereof, may place and pay for any such insurance and may pay any such taxes. Debtor agrees to pay to secured party on demand all of the latter's disbursements for any of these purposes with interest at ten percent per annum on all sums so paid from the date of payment until repaid. Repayment of all such sums shall be secured by this agreement.

4.6 Debtor shall not, without the prior written consent of secured party, change debtor's name, debtor's location, or move collateral out of the state or states identified in Section 2.2. Debtor may not sell, lease, rent or otherwise transfer all or any part interest in the collateral without secured party's prior written consent.

4.7 In the event of any assignment by secured party of this agreement or of secured party's rights hereunder, debtor will not assert as a defense, counterclaim, set-off or otherwise against secured party's assignee any claim, known or unknown, which debtor now has or claims to have or hereafter acquires against secured party. However, notwithstanding any such assignment, secured party shall be liable to debtor as if such assignment had not been made.

4.8 At debtor's expense, debtor will join with secured party in executing, filing and doing whatever may be necessary under applicable law to perfect and continue secured party's security interest in the collateral. Debtor authorizes secured party to file financing statements in all jurisdictions secured party deems necessary, or to apply for certificates of title or otherwise perfect secured party's security interest in the collateral and all proceeds of the collateral.

4.9 Debtor hereby consents to any extension of time of payment and to any substitution, exchange or release of the collateral and to the addition to or release of any party or person primarily or secondarily liable for the obligations, or part thereof.

Section 5. General Provisions:

5.1 The note which this agreement secures is a separate instrument and may be negotiated, extended or renewed by secured party without releasing debtor, the collateral or any guarantor or co-signer.

5.2 All of the terms herein and the rights, duties and remedies of the parties shall be governed by the laws of the State of Oregon. Any part of this agreement contrary to the law of any state having jurisdiction shall not invalidate other parts of this agreement in that state.

5.3 All of the benefits of this agreement shall inure to secured party, secured party's successors in interest and assigns, and the obligations hereunder shall be binding upon debtor, debtor's legal representatives, successors and assigns.

5.4 If there is more than one debtor or guarantor or co-signer of the note or this agreement, the obligation of each and all shall be primary and joint and several.

5.5 Secured party shall not be deemed to have waived any rights under this or any other agreement executed by debtor unless the waiver is in writing signed by secured party. No delay in exercising secured party's rights shall be a waiver nor shall a waiver on one occasion operate as a waiver of such right on a future occasion.

5.6 Written notice may be served personally, by first class mail or by certified or registered mail with return receipt requested, addressed to the other party at the address set forth on the reverse hereof, or as such address may be changed by giving written notice to the other pursuant to this paragraph. Reasonable notice, when notice is required, shall be deemed to be five days from the date of mailing.

5.7 In construing this agreement, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations and to individuals. Further, debtor is the customer and secured party is the creditor within the meaning of Regulation Z and the Truth-in-Lending Act. For any party hereto which is a corporation, this instrument has been executed by an officer or other person duly authorized to do so by order of its Board of Directors.

Section 6. Default:

6.1 Time is of the essence hereof. Debtor shall be in default under this agreement upon the occurrence of any of the following events or conditions:

- (a) Debtor's failure to pay, when due, the principal of or interest on the obligations, or any installment thereof;
- (b) Debtor's failure to keep, observe or perform any provision of this agreement or any other agreement between debtor and secured party;
- (c) The discovery of any misrepresentation, or material falsity of any warranty, representation or statement made or furnished by debtor to secured party whether or not in connection with this agreement;
- (d) The loss, theft or destruction of or substantial damage to any of the collateral;
- (e) Secured party deems or has reasonable cause to deem secured party's position insecure;
- (f) The failure or termination of the business of, or commencement of any insolvency or receivership proceedings by or against debtor, or if debtor, or any guarantor or co-signer of the note dies or becomes insolvent, and if debtor or any guarantor or co-signer of the note is a partnership, the death of any partner.

Section 7. Remedies of Secured Party:

7.1 Upon debtor's default on any obligation secured by the collateral, secured party shall have each and all of the rights and remedies granted to secured party by the Uniform Commercial Code of Oregon, by the documents evidencing the obligation and by this agreement, and may declare the obligations immediately due and payable and may require debtor to assemble the collateral and make it available to secured party at a place to be designated by secured party which is reasonably convenient to both parties. Debtor agrees to pay secured party's reasonable attorney fees and other expenses incurred by the latter in retaking, holding, preparing for sale, selling and realizing on the collateral (converting the collateral into money), or enforcing this agreement or the security interest granted herein, or otherwise protecting secured party's collateral and security interest.

Section 8. Prevailing Party Fees:

8.1 Should suit or action be instituted on this agreement, or the obligations secured by the collateral (including, but not limited to, any replevin action), reasonable attorney fees, costs and disbursements shall be awarded to the prevailing party in both trial and appellate courts, or any bankruptcy case, contested matter, or adversary proceeding.

Equipment List Kester Foods

Equipment	Count
Whalen WSIR772472BS-SWD Racks x4	4
Miscellaneous Storage Totes x35	35
Smart Weigh Scales ACE110 x3	3
10gal Buckets x20	20
CSP-A510qd GreenHeck Fan	1
Logal Machines S4 x2	2
Kushlan Mixers x3	3
Air compressor x2 (Type ?)	2
Uline H-2176 Dolly	1
FRD Horizontal Band Sealer	1
Vertical Band Sealer	1
Supra+ Date Coder	1
Brother MFC-9560cdw Printer	1
HP Pavillion 27-a027c	1
Monitors, Wireless Keyboards and Mouse	1
Danby refrigerator 29"	1