

Return Address

DAVID F. GUMAER, P.S.
9019 E. Appleway Blvd., suite 200
Spokane Valley, WA 99212

THIRD PARTY LENDER AGREEMENT

Reference #: _____ Additional on page _____
Grantor: BANNER BANK
Additional on page _____
Grantee: NORTHWEST BUSINESS DEVELOPMENT ASSOCIATION

Abbreviated Legal Description:

A portion of the NE quarter of the NE quarter of Section 28, Township 23 North, Range 20, E.W.M., Chelan County, WA.

For a full legal description please see Exhibit "A" attached hereto and made a part herein by reference.

Parcel No: 23-20-28-110-750



THIRD PARTY LENDER AGREEMENT

THIS THIRD PARTY LENDER AGREEMENT (Agreement) is dated this 22nd day of September, 2011, by and between Banner Bank, (Third Party Lender) whose address is 255 Rock Island Road, East Wenatchee, WA 98802, and Northwest Business Development Association, (CDC) whose address is 9019 E. Appleway Blvd., Ste 200, Spokane Valley, WA 99212.

RECITALS

1. As described in the "Authorization for Debenture Guarantee (SBA 504 Loan)," as amended (Authorization), and as detailed below, the Third Party Lender will provide term financing (Third Party Loan), and the CDC will provide a loan (the 504 Loan) funded by a debenture issued by the CDC and guaranteed by the U.S. Small Business Administration (SBA), to Borrower and Operating Company, if any, identified below (collectively, Borrower) for purposes of financing the Project described in the Authorization, which involves the acquisition and/or improvement of the real and/or personal property described below, and in Exhibit A attached hereto and incorporated herein by reference (Project Property):

SBA Loan #: 4752645007
SBA Loan Name: Chateau Faire Le Pont LLC
Borrower: CFLP Property LLC and Chateau Faire Le Pont LLC
Operating Company (if any): Chateau Faire Le Pont LLC
Third Party Loan Amount: \$ 544,617.26
Term of Third Party Loan: 10 years
If Real Property -- Project Property Address:
Street address: 1 Vineyard Way
City, State, Zip code: Wenatchee, WA, 98801-
Attach Legal description as Exhibit A

If Personal Property: Describe property, including name of manufacturer, name of equipment, and applicable serial number(s) or other identifying numbers for property valued at \$5000 or more. If needed, attach a more complete description as Exhibit A.

2. The parties have required the Borrower to grant liens or security interests in the Project Property to secure the separate loans advanced by the parties (Common Collateral), and the lien or security interest held by CDC (CDC Lien) will be junior and subordinate to the lien or security interest held by the Third Party Lender (Third Party Lender Lien), unless CDC and SBA agree otherwise in writing.

TERMS AND CONDITIONS

In consideration of the above factual recitals, the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amount of Third Party Loan. The Third Party Lender represents that the Third Party Loan is fully advanced and does not and will not exceed the amount allowed in the Authorization.
2. Subordination of 504 Loan. CDC agrees to make the 504 Loan to the Borrower, subject to SBA's approval, and accept a junior and subordinate position in the Common Collateral upon the condition that Third Party Lender executes this Agreement and makes the Third Party Loan.
3. Accurate Information. The Third Party Lender warrants and represents that all information provided to CDC, including, without limitation, all information regarding the Borrower's financial condition, is accurate to the best of its knowledge and that Third Party Lender has not withheld any material information. Third Party Lender acknowledges that for purpose of this transaction, CDC is acting on behalf of the SBA, an agency in the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Third Party Lender further acknowledges that any false statements to CDC can be considered a false statement to the SBA, and that CDC and the SBA are relying upon the information submitted by the Third Party Lender.
4. Waiver of Provision Not to Encumber Common Collateral. If any of the Third Party Lender's documents evidencing the Third Party Loan and/or Third Party Lender Lien contain provisions that prohibit further encumbrances on the Common Collateral or subordinate debt by the Borrower or which restrict Borrower's ability to assign its lease on, or rents, income or profits from, the Common Collateral, then Third Party Lender waives its right to enforce such provisions as they may apply to the 504 Loan and the CDC Lien.
5. Compliance with 504 Loan Program Requirements. Third Party Lender agrees that all documents evidencing the Third Party Loan and the Third Party Lender Lien will comply with the 504 Loan Program requirements as established by the SBA and including those identified in the following subparagraphs and in the event that it is determined that one or more of the provisions in such documents do not comply with any of these 504 Loan Program requirements, Third Party Lender agrees to waive the right to enforce all such provisions.
 - a. No Open-Ended Features and No Future Advances. The Third Party Loan must not be open-ended. After completion of the project, the Third Party Lender may not make future advances under the Third Party Loan except expenditures to collect the amounts due the Third Party Loan notes, maintain collateral and protect the Third Party Lender's lien position on the Third Party Loan.
 - b. No Early Call or Demand Provisions. Third Party Lender agrees that Third Party Loan must not contain any early call feature or contain any demand provisions unless the loan is in default.
 - c. No Cross-Collateralization. Third Party Lender agrees that the Common Collateral is not now, and will not be in the future, security for any other financing provided by Third Party Lender to Borrower other than the Third Party Loan in a superior position to that of the CDC lien unless authorized in writing by CDC and SBA.

d. No Cross-Default. During the term of the Third Party Loan, Third Party Lender will not exercise any cross-default, "deem at-risk," or any other provisions in documents evidencing the Third Party Loan or Third Party Lender Lien which allow Third Party Lender to make demand prior to maturity unless the loan is in default.

e. Maturity and Balloon Payments. The Third Party Loan has a term of at least 7 years when the 504 loan is for a term of 10 years and 10 years when the 504 loans is for 20 years. If there is more than one Third Party Loan, an overall loan maturity must be calculated, taking into account the maturities and amounts of each loan. If there is a balloon payment, it must be clearly identified in the Authorization.

f. Reasonable Interest Rate. The Third Party Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this agreement.

6. No Preference. No Third Party Lender shall establish a preference beyond its rights as a senior lender on the Third Party Loan without the prior written consent of CDC/SBA. See 13 C.F.R. §120.10 for a definition of preference. If the Third Party Lender does take additional collateral or otherwise have a preference, in the case of liquidation, any proceeds received as a result of a preference must be applied to the Third Party Lender's debt prior to the proceeds from the liquidation of the common collateral held by the CDC/SBA and the Third Party Lender.

7. Notice of Default under the Third Party Loan. In the event of a default under the Third Party Loan or Third Party Lien, Third Party Lender must give CDC and SBA written notice, referencing the loan number for the 504 loan, of such default within thirty (30) days of the event of default and at least sixty (60) days prior to Third Party Lender's foreclosure upon the Common Collateral.

8. Certification as to Default Interest Rate as Against Borrower. Third Party Lender may not escalate the rate of interest upon default to a rate greater than the maximum rate published by SBA in the Federal Register from commercial financial institutions in effect as of the date of this Agreement. SBA will only pay the interest rate on the note in effect before the date of Borrower's default.

9. Subordination to 504 Loan and CDC Lien, of Amounts Attributable to Default Provisions.

a. The term "Default Charges" used in this paragraph includes, but is not limited to, prepayment penalties, late fees, other default charges, and escalated interest after default due under the Third Party Loan.

b. To the extent the Third Party Lender Lien secures any amounts attributable to Default Charges, which may exist in the Third Party Loan and Third Party Lender Lien, Third Party Lender Lien is and will be subordinate to the 504 Loan and the CDC Lien. This subordination applies only to CDC and SBA and their successors and assigns, and in no event shall be applicable to Borrower or any guarantor of the Third Party Loan.

c. In the event of default under the Third Party Loan, CDC or SBA may bring the Third Party Loan current or may acquire the Third Party Loan secured by the Third Party Lender Lien. Third Party Lender agrees that in either of these circumstances, the amount to bring the Third Party Loan current or the purchase price of that loan will be net of all amounts attributable to the Default Charges so subordinated to the 504 Loan and the CDC Lien. Third Party Lender further agrees that if it receives from CDC/SBA any amounts attributable to such Default Charges, Third Party Lender holds such funds in trust for SBA and will remit such funds to SBA as soon as possible. Should CDC or SBA not purchase the Third Party Loan but rather bring the Third Party loan current, Default Charges on the Third Party Loan may remain due and owing from the Borrower.

Paragraph 10 is optional and is applicable only if marked

X 10. Liquidation. In the event that either the Third Party Loan or the 504 Loan is declared in default, Third Party Lender and CDC and SBA agree to cooperate in liquidating and/or selling the Collateral. Third Party Lender agrees to (a) accept a U.S. Treasury check(s) in connection with any purchase of Third Party Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Third Party Loan; (c) to provide CDC and SBA with copies of any appraisals, environmental investigations, or title examinations or searches of the Collateral conducted by or for Third Party Lender; and (d) to provide any other information about Borrower or the Third Party Loan requested by CDC and SBA in writing.

11. Waiver of Right to Indemnification by SBA or CDC. If Third Party Lender's documents contain provisions granting Third Party Lender the right to indemnification by subsequent owners of the Project Property, then Third Party Lender waives its right to enforce such provisions against SBA or CDC in the event SBA or CDC acquires title to the Project Property through foreclosure of the CDC Lien, acceptance of a deed in lieu of foreclosure, or otherwise.

Paragraph 12 is optional and should be marked if CDC uses Third Party Lender to perform Customer Identification.

X 12. Bank Regulatory Issues. If Third Party Lender is regulated by one of the Federal functional regulators (Comptroller of the Currency, Federal Deposit Insurance Corporation, Office of Thrift Supervision, or National Credit Union Administration), Third Party Lender represents that it is subject to the Joint Final Rule on Customer Identification Programs (CIP) in 31 C.F.R. 103.121 and that it or its agent will perform with respect to the Borrower the specified requirements of its CIP.

13. No Implied Third Party Beneficiaries. To the extent there is a conflict between this Agreement and any provision in any agreement either Party may have with a third party, including but not limited to, Borrower, the terms and conditions in this Agreement shall supercede any such provision. The parties agree that SBA may enforce this agreement as a third party beneficiary, and further agree that this Agreement shall not grant any right, benefit, priority, or interest to any other third party, including but not limited to, Borrower.

14. Successors and Assigns. This Agreement will inure to the benefit of and bind the respective parties to this Agreement, and their successors and assigns, including any party acquiring the Third Party Loan and Third Party Lender Lien by sale, assignment, or other transfer from Third Party Lender. Third Party Lender agrees that CDC may assign this Agreement to the SBA, and waives all rights to contest such assignment.

15. Federal Law. When SBA is the holder of the loan instruments evidencing the 504 Loan and any security for that loan (including but not limited to the CDC Lien on the Common Collateral), this Agreement and all such instruments will be construed in accordance with Federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. The Third Party Lender may not claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.

16. Termination: This document will be released and terminated upon the payment in full of either the Third Party Loan or the 504 loan and all costs related thereto.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

18. Validity of Provisions. In the event that any provision of this Agreement is deemed invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain valid and enforceable.

19. Revision of this Agreement. Both Third Party Lender and CDC agree that this Agreement is a standard SBA Form, and, as such, neither party has authority to modify or delete any provision in this Agreement, or add any additional provisions, without prior written authorization from the SBA.

20. Authority to Execute Agreement. The persons signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective party.

Banner Bank

By: Heidi L. Myers
Print Name: Heidi L. Myers
Title: Vice President

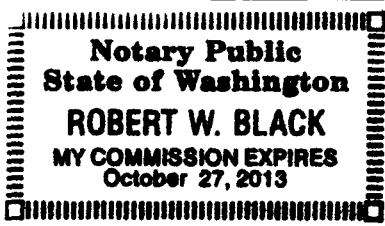
State of Washington
County of Chelan

On September 22, 2011 before me, Robert Black, a Notary Public, personally appeared Heidi Myers, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robert Black



My Commission Expires: 10/27/13
(seal)

Northwest Business Development Association

By: _____

Print Name: Gilbert Acevedo

Title: President

ASSIGNMENT TO SBA

CDC assigns this Third Party Lender Agreement to SBA.

By: _____

Date: September 26, 2011

Print Name: Gilbert Acevedo

, authorized officer of CDC.

Attest: _____

State of Washington

County of Spokane

On September 26, 2011 before me, Misty K. Hoxie, a Notary Public, personally appeared Gilbert Acevedo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Misty K. Hoxie

My Commission Expires: 2-19-15

(seal)

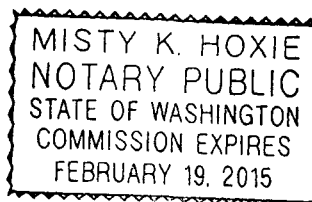


Exhibit A

Parcel A of Boundary Line Adjustment 2003-033, Chelan County, Washington, recorded April 8, 2003, under Auditor's File No. 2140596, legally described as follows :

A parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 28, Township 23 North, Range 20, East of the Willamette Meridian, Chelan County, Washington and being a portion of that same property as described in Deed from the Olds Company recorded August 8, 1912 in Volume 100 of Deeds, page 615 in and for said county, lying between two lines drawn parallel with and distance, respectively, 38.0 feet and 110.00 feet Northwesterly, as measured at right angles to the Main Track of Burlington Northern Railroad Company's (formerly Great Northern Railway Company) Wenatchee to Oroville Branch Line, as now located and constructed, bounded on the Southwest by a line drawn at right angles to said Main Track centerline at a point distant 582.70 Feet Southwesterly, as measured along said Main Track centerline, from the intersection with the North line of said Section 28, and bounded on the South by a line described as follows :

Commencing in an iron rod monument case in the intersection of Penny Road and Chester Kimm Avenue, said point bears North 89°35'29" East 375.56 Feet from the North One Quarter corner of said Section 28; thence South 00°59'45" East along the center line of Chester Kimm Avenue 721.00 Feet; thence North 89°00'15" East 549.55 Feet; thence South East 77.02 Feet; thence North 89°31'24" East 269.17 Feet; thence South 00°00'00" West 45.00 Feet; thence North 89°31'24" East 45.00 Feet; thence South 00°00'00" West 147.40 Feet; thence North 89°31'24" East 78.50 Feet to the Westerly railroad right of way; thence along said right of way North 39°40'29" East 559.12 Feet to the True Point of Beginning of said line; thence leaving said right of way North 50°19'31" West 72.00 Feet, and the end of said described line.

Exhibit A continued

Equipment

Item	Serial #
Dishes	
Glasses	
Silverware	
Carboys	
Plastic Plates	
Wine Cooler	
Safe	
S/S Cart	
4 6' Folding Tables	
12 Folding Chairs	
5 4' Round Tables	
Washer	
Dryer	
NSF Bakers Rack	
Frigidaire Refrig/Freezer	FRRRRS26R2AW5 LA32803215
Whirlpool Range	
Roper Microwave	
Frigidaire Dishwasher	
Emachines computer	
HP Office Jet Fax/Copier	
V-Tech Phone System	
Royal Shredder	
Filing Cabinet	
Cannon Adding Machine	
Office Shelf Rolling Cart	
Hanna Stirrers	
Vacuum	
Gentle Giant Barrel Racking Tool	
CE Plate and Frame Filter 40x40	
Crystal Sterile Filter	
CE Euro 2000 Mono Block Filler/corker	
Criveller Nitrogen Sparger	
MEB Labeler	ADS-1 7203
ADM Capsule Spinner	T-BOA-4 163380603
Barrel Cleaning Rack and Tool	
Dolly	
3 Nitrogen Bottles	
4' Ladder	

Exhibit A continued

Equipment

- Mop Bucket
- Barrel Stirrer
- Extension Cords
- Filter Pads
- Fittings
- Cleaning Equipment
- Lab Equipment
- Barrel Racking Tool
- Manual Punch Down Tool
- Generic Pressure Washer
- Spare Propane Tank
- Sink Basin
- S/S/ Torpedo
- Sterile Filter Cert.
- 3 40 Gal Food Grade Trash Cans
- 40' Section of 1" Hose
- 10' Section of 1" Hose
- Manual Corker
- 8' Ladder
- 2 150 Liter Variable Cap Tanks w/Stands
- 4 Popup Tents
- 2 S/S Topping Tanks& Topping Tools
- Pallet Jacks
- 124 Barrel Racks
- 226 Barrels
- Chiller
- 21 28" SQ Tables Iron
- 52 Iron Chairs
- 10 Market Umbrellas
- 10 Umbrella Stands
- Fountain
- 8 Counter high Tables w/6 Stools
- 6 1/2 Round Marble Top Display Tables
- Leather Seating Group
- 2 8" Oak Shelving Units
- Compaq Computer
- POS Equipment
- 3 1500 Gal/Variable/SS/Jacketed Tanks C224 1-2-3
- Barrel Filler

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Exhibit A continued

Equipment

Hanna PH Meter	
3 NSF Food Racks	
S/S/ Shelves	
Enoveneta Press	PAS18 9314
Hammer Head S/S Tool Box	
10 1 Ton Food Grade Fermenting Bins	
20 Marro Bins	
Guth Mixer	
Forklift	
3 750 Gal/Variable Cap/SSJacketed Tanks	C234-3-1-2
Phaunibe Punch Down Tool	PD Const #1 R1P01-9/03
4 20' Sections of 1 1/2" Hose	
4 20' Sections of 2" Hose	
Enoveneta 2' Pump	Z100 7834
1 1/2" Mencavelli Pump	PAS/110
Enoveneta Destemmer/Crusher	GAMMA15R 9375
Westway Machines 10' Sorting Table	
Chiller	
Air Compressor	
Glassware	
Display Items and Holiday Decorations	
Drapes	
Handwash Sink	
Fogger	
Misc Chairs	
Mountable Projection Screen	
Portable Projection Screen	
Travel Wine Cases	
Misting System	
Bistro Tables	
4 Folding Tables	
Sorting Table Elevator	
Rolling Shelving Racks	
Kitchen Cart	
4 One Ton Fermentors	
Landscape Rake	
18 Barrel Racks	
8 Steel Drums	
50 Barrels	