

## PLEDGE, ASSIGNMENT AND SECURITY AGREEMENT

THIS PLEDGE, ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made this \_\_\_ day of February, 2011 by each of the assignors listed on the signature pages hereof (collectively, the "Assignor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, its successors and assigns, as successor in interest to Wachovia Bank, National Association (the "Lender").

### RECITALS

A. Lender has extended certain credit facilities and other financial accommodations to Monty, L.L.C. ("Borrower" or "Company") listed on Schedule 1 attached hereto (the "Credit Facilities"). Certain Defaults have occurred under these credit facilities and financial accommodations as more fully set forth in the Forbearance Agreement dated September 15, 2009 by and among Lender, Borrower and Douglas G. Jefferies (the "First Forbearance Agreement"). Lender agreed to forbear on the Defaults pursuant to the First Forbearance Agreement during the Forbearance Period, which period was extended pursuant to the Second Forbearance Agreement dated November 20, 2009 by and among Lender, Borrower and Douglas G. Jefferies (the "Second Forbearance Agreement" and collectively with the First Forbearance Agreement and any extensions, modifications or substitutions therefor, the "Forbearance Agreements"). All defined terms used in this Agreement and not defined in this Agreement shall have the meaning given to such terms in the Forbearance Agreements.

B. The forbearance period under the Forbearance Agreements has expired and, therefore, Borrower has requested that Lender (i) amend and restate the notes evidencing two of the Credit Facilities, (ii) amend, restate and consolidate the notes evidencing the remaining Credit Facilities and (iii) amend, restate and consolidate all existing loan agreements in an Amended and Restated Financing and Security Agreement by and between Lender and Borrower dated of even date herewith (as further amended or substituted from time to time, the "Financing Agreement"). Capitalized terms used herein but not defined in this Agreement shall have the meanings given to them in the Financing Agreement.

C. As a condition to Lender entering into the Financing Agreement and not exercising its rights and remedies subject to Borrower's strict compliance with the terms of the Financing Agreement and each of the Financing Documents, the Lender has required that Assignor, secure the payment and performance of all of the Obligations by the execution of this Agreement.

### AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Assignor and the Lender hereby agree as follows:

ARTICLE I  
SECURITY

Section 1.1 Collateral.

As security for the prompt and full payment and performance of all of the Obligations, and as security for the prompt and full performance of all of the obligations of the Assignor under this Agreement and all of the Obligations of the Assignor, the Borrower and/or any third party under the Notes, all of the other Financing Documents and the Forbearance Documents, whether now in existence or hereafter created and whether joint, several, or both, primary, secondary, direct, contingent or otherwise, the Assignor hereby pledges, assigns and grants to the Lender a first priority security interest in, assignment of, and lien on, the following property of the Assignor (collectively, the “Collateral”), whether now existing or hereafter created or arising:

(a) all rights, title and interest in and to and as the managing member and/or member (as applicable) of Monty, L.L.C., a Delaware limited liability company (the “LLC”) under the Limited Liability Company Agreement of the LLC dated June 4, 1996 as the same may have been or may be amended, supplemented, restated, or otherwise modified at any time and from time to time (the “Operating Agreement”);

(b) all rights to receive any and all cash and non-cash distributions (regardless of how such distributions are classified and including any and all distributions-in-kind and liquidating distributions), profits, losses, income, revenue, returns of capital, repayments of any loans made by Assignor to the LLC (including interest and fees with respect to such loans), and any and all development, management and similar fees payable by the LLC to Assignor of any kind or nature whatsoever, together with any and all other rights and property interests including, but not limited to, accounts, contract rights, instruments and general intangibles arising out of, under or relating to the LLC and/or the Operating Agreement;

(c) all other or additional equity or debt interests, other securities or property (including cash) paid or distributed in respect of the LLC by way of any spin-off, merger, consolidation, dissolution, combination, reclassification or exchange of equity interests, asset sales, or similar rearrangement or reorganization; and

(d) all proceeds and products (both cash and non-cash) of the foregoing, whether now or hereafter arising under any of the foregoing.

Section 1.2 Rights of the Lender in the Collateral.

The Assignor agrees that with respect to the Collateral the Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, as well as those provided by law and/or in this Agreement. Notwithstanding the fact that the proceeds of the Collateral constitute part of the Collateral, the Assignor may not dispose of the Collateral, or any part thereof, without the prior written consent of the Lender.

Section 1.3 Registration of Pledge.

If and to the extent requested by the Lender, the Assignor agrees, by Notice of Pledge in substantially the form attached to this Agreement as Exhibit B, to notify the LLC immediately of the pledge, assignment and security agreement under this Agreement and issue the Initial Transaction Statement in substantially the form attached to this Agreement as Exhibit C. The Assignor hereby authorizes and directs the LLC to (i) register the Assignor's pledge to the Lender of the Collateral on the LLC's books (ii) make, following written notice to do so by the Lender, direct payment to the Lender of any amounts due or to become due to the Assignor with respect to the Collateral and (iii) comply with all instructions originated by the Lender without further consent by the Assignor. The Assignor acknowledges that the Lender has control over the Collateral within the meaning of Section 8-106 of the Uniform Commercial Code.

Section 1.4 Rights of the Assignor in the Collateral.

Until the occurrence of an Event of Default (as hereinafter defined), the Assignor shall be entitled (a) to vote all ownership or equity interests, (b) to give consents, waivers and ratification to any and all actions of the LLC requiring member approval, and (c) to receive all cash and non-cash distributions which may be paid on account of the Collateral and which are not otherwise prohibited by the Notes, the Financing Agreement, this Agreement or any of the other Financing Documents. Any cash distribution payable in respect of the Collateral which represents, in whole or in part, a return of capital or is paid in violation of this Agreement, the Notes, any of the other Financing Documents, the Forbearance Agreement or any of the Forbearance Documents shall be received by the Assignor in trust for the Lender, shall be paid immediately to the Lender and shall be retained by the Lender as part of the Collateral.

The Assignor covenants and agrees that no distribution or other benefit with respect to the Collateral shall be received by or for the benefit of the Assignor, and no vote shall be cast or member's consent, waiver or ratification given or action taken by the Assignor in his capacity as a member of the LLC, which would violate or be inconsistent with any of the terms and provisions of this Agreement, the Financing Agreement, the Notes, the Forbearance Agreement or any of the Forbearance Documents or which would materially impair the position or interest of the Lender in the Collateral or dilute the percentage of the equity interests in the LLC pledged to the Lender.

Section 1.5 Obligations Hereunder Primary.

The obligations and liabilities of the Assignor under this Agreement shall be primary, direct and immediate, shall not be subject to any counterclaim, recoupment, set off, reduction or defense based upon any claim that the Assignor may have against the Lender or any other obligor and shall not be conditional or contingent upon pursuit or enforcement by the Lender of any remedies it may have against any other person with respect to the Obligations.

Section 1.6 Certain Waivers by the Assignor.

The Assignor hereby unconditionally, irrevocably and expressly waives:

- (a) presentment and demand for payment of the Obligations and protest of non-payment;

(b) notice of acceptance of this Agreement and of presentment, demand and protest thereof;

(c) notice of any default hereunder and notice of all indulgences;

(d) demand for observance, performance or enforcement of any of the terms or provisions of this Agreement; and

(e) all other notices and demands otherwise required by law which the Assignor may lawfully waive.

Section 1.7 Waiver of Restrictions on Transfer of Collateral.

The Assignor hereby unconditionally, irrevocably and expressly waives any restrictions to the transfer or assignment of the Collateral as provided for in the Operating Agreement as well as any other provisions therein which may limit or restrict the assignment as set forth in this Agreement.

Section 1.8 Authorization to File Financing Statements.

The Assignor hereby authorizes Lender to file financing statements, without notice to Assignor, with all appropriate jurisdictions to perfect or protect Lender's interest or rights in the Collateral hereunder.

ARTICLE II  
REPRESENTATIONS AND WARRANTIES

The Assignor represents and warrants to the Lender, as follows:

Section 2.1 Percentage Ownership.

The ownership interests listed on Exhibit A attached hereto and assigned as part of the Collateral represent one hundred percent (100%) of the ownership interests of the LLC and one hundred percent (100%) of Assignor's interests in the LLC.

Section 2.2 No Amendments.

The Operating Agreement has not been amended, modified, restated, substituted, extended or renewed, except as provided for in Section 1.1.

Section 2.3 Operating Agreement.

The Assignor has furnished the Lender with a true and complete copy of the executed Operating Agreement.

Section 2.4 Litigation.

There are no proceedings, actions or investigations pending or, so far as the Assignor knows, threatened before or by any court or any arbitrator which could adversely affect the ability

of the Assignor to perform under, this Agreement or any of the other Financing Documents executed and delivered by the Assignor.

Section 2.5 Title to Properties.

The Assignor has good and marketable title to the Collateral. The Assignor has legal, enforceable and uncontested rights to use freely such property and assets. The Assignor is the sole owner of all of the Collateral, free and clear of all security interests, pledges, voting trusts, agreements, liens, claims and encumbrances whatsoever, other than the security interest, assignment and lien granted under this Agreement. The ownership interests assigned as Collateral are subject to no outstanding options or other requirements with respect to such interests.

Section 2.6 Perfection and Priority of Collateral.

The Lender has, or upon execution and delivery of this Agreement and recording of the financing statements executed by the Assignor, will have, and will continue to have as security for the Obligations, a valid and perfected, first priority, lien on and security interest in all of the Collateral, free of all other liens, claims and rights of third parties whatsoever.

Section 2.7 Business Information.

The information contained in Exhibit A, which is attached to and a part of this Agreement, is complete and correct in all material respects.

Section 2.8 Taxes.

Assignor has filed or caused to be filed all federal, state and local tax returns, and has paid or caused to be paid all taxes required in connection therewith, to the extent such taxes have become due and payable.

ARTICLE III  
COVENANTS

Until payment in full and the performance of all of the Obligations and all of the obligations of the Assignor hereunder or secured hereby, the Assignor covenants and agrees with the Lender as follows:

Section 3.1 Delivery of Collateral.

The Assignor shall deliver immediately to the Lender any certificates representing ownership interests in the LLC, and all instruments, items of payment and other Collateral received by the Assignor and executed irrevocable, undated and blank membership powers, substantially in the form attached to this Agreement as Exhibit D, for all of the assigned LLC interests. All Collateral at any time received or held by the Assignor shall be received and held by the Assignor in trust for the benefit of the Lender, and shall be kept separate and apart from, and not commingled with, the Assignor's other assets.

Section 3.2 Defense of Title and Further Assurances.

The Assignor will do or cause to be done all things necessary to preserve and to keep in full force and effect his interests in the Collateral, and shall defend, at his sole expense, the title to the Collateral and any part thereof. Further, the Assignor shall promptly, upon request by the Lender, execute, acknowledge and deliver any financing statement, endorsement, renewal, affidavit, deed, assignment, continuation statement, security agreement, certificate or other document as the Lender may require in order to perfect, preserve, maintain, protect, continue, realize upon, and/or extend the lien and security interest of the Lender under this Agreement and the priority thereof. Borrower shall pay to the Lender upon demand all taxes, costs and expenses (including but not limited to reasonable attorney's fees) incurred by the Lender in connection with the preparation, execution, recording and filing of any such document or instrument mentioned aforesaid. Assignor hereby irrevocably appoints the Lender as his attorney-in-fact, with power of substitution from time to time, to take such actions as are described in this Section as well as any other action which Assignor is required to take under this Agreement or under any of the other Financing Documents.

### Section 3.3 Operating Agreement.

The Operating Agreement shall not be amended, modified, restated, substituted, extended or renewed, without the Lender's prior written consent. Douglas G. Jefferies, as managing manager of the LLC, shall not consent to any sale or transfer of any membership interest in the LLC without the Lender's prior written consent.

### Section 3.4 Compliance with Laws.

The Assignor shall comply with all applicable Laws and observe the valid requirements of governmental authorities, the noncompliance with or the non-observance of which might have a material adverse effect on the ability of the Assignor to perform his obligations under this Agreement or any of the Financing Documents to which the Assignor is a party or on the conduct of the Assignor's operations, on the Assignor's financial condition, or on the value of, or the ability of the Lender to realize upon, the Collateral.

### Section 3.5 Protection of Collateral.

The Assignor agrees that the Lender may at any time take such steps as the Lender deems reasonably necessary to protect the Lender's interest in, and to preserve the Collateral. The Assignor agrees to cooperate fully with the Lender's efforts to preserve the Collateral and will take such actions to preserve the Collateral as the Lender may in good faith direct. All of the Lender's expenses of preserving the Collateral, including, without limitation, reasonable attorney's fees, shall be part of the Enforcement Costs, which shall be borne by the Borrower.

### Section 3.6 Certain Notices.

The Company will promptly notify the Lender in writing of any Event of Default and of any litigation, regulatory proceeding, or other event which materially and adversely affects the value of the Collateral, the ability of the Assignor or the Lender to dispose of the Collateral, or the rights and remedies of the Lender in relation thereto.

### Section 3.7 Locations.

The Assignor shall give the Lender not less than thirty (30) days' prior written notice of any change to the information set forth on Exhibit A.

Section 3.8 Books and Records; Information.

(a) The Assignor will use their best efforts to cause the Company to maintain proper books and records in which full, true and correct entries are made of all dealings and transactions in relation to the Collateral and which reflect the lien of the Lender thereon.

(b) The Assignor will use their best efforts to cause the Company, from time to time, and at Lenders option, to (i) periodically deliver to the Lender records and schedules, which show the status of the Collateral and such other matters which affect the Collateral, as well as copies of Company's tax returns and filings; (ii) allow the Lender to verify the Collateral and inspect the books and records of the Company and make copies thereof or extracts therefrom; (iii) allow the Lender to notify any prospective buyers or transferees of the Collateral or any other Persons of the Lender's interest in the Collateral; and (iv) allow the Lender to disclose to prospective buyers or transferees from the Lender any and all information regarding the LLC, the Collateral and/or the Assignor.

Section 3.9 Disposition of Collateral.

The Assignor will not sell, discount, allow credits or allowances, assign, extend the time for payment on, convey, lease, assign, transfer or otherwise dispose of the Collateral or any part thereof.

Section 3.10 Distributions.

Assignor shall receive no dividend or distribution or other benefit with respect to the LLC, and shall not vote, consent, waive or ratify any action taken, which would violate or be inconsistent with any of the terms and provisions of this Agreement, the Notes, the Financing Agreement, any of the other Financing Documents, the Forbearance Agreement or any of the other Forbearance Documents. The Assignor authorizes and directs the LLC to make all distributions and other payments constituting a part of the Collateral directly to the Lender upon written request of the Lender, without any additional authorization by the Assignor, after the occurrence of an Event of Default. In the event any distribution or other payment constituting a part of the Collateral is received by the Assignor after the occurrence of an Event of Default, the Assignor shall immediately remit such distribution or payment to the Lender, together with any necessary endorsement or assignment. All amounts received by the Lender in accordance with this Section 3.10 shall, at the Lender's option, be held as additional collateral for the Obligations or applied to the repayment of the Obligations, in such order and manner as the Lender may determine and without regard to the existence of an Event of Default.

Section 3.11 Liens.

The Assignor will not create, incur, assume or suffer to exist any lien upon any of the Collateral, other than liens in favor of the Lender.

Section 3.12 Taxes.

Assignor shall pay all taxes and similar charges imposed upon or assessed against him or any of Assignor's property prior to the date on which penalties are attached thereto. The Assignor shall cause the LLC to pay all taxes and similar charges imposed upon or assessed against the LLC or any of the LLC's property prior to the date on which penalties are attached thereto.

ARTICLE IV  
DEFAULT AND RIGHTS AND REMEDIES

Section 4.1 Events of Default.

The occurrence of any one or more of the following events which continues beyond any applicable cure period shall constitute an "Event of Default" under the provisions of this Agreement:

4.1.1 Termination Event.

A Termination Event shall occur under the Forbearance Agreements.

4.1.2 Default under the Financing Agreement.

An Event of Default occurs under the Financing Agreement.

4.1.3 Default under this Agreement.

Assignor shall fail to duly perform, comply with or observe any of the terms, conditions or covenants of this Agreement, upon notice of any such failure and a ten (10) day opportunity to cure such default.

4.1.4 Breach of Representations and Warranties.

Any representation or warranty made in this Agreement or in any report, statement, schedule, certificate, opinion (including any opinion of counsel for Assignor), financial statement or other document furnished by Assignor or his agents or representatives in connection with this Agreement, the Financing Agreement, the other Financing Documents, the Forbearance Agreement or any of the Forbearance Documents, or the Obligations or the other obligations secured by this Agreement, shall prove to have been false or misleading when made (or, if applicable, when reaffirmed) in any material respect.

4.1.5 Failure to Comply with Covenants.

The failure of Assignor to perform, observe or comply with any covenant, condition or agreement contained in this Agreement, upon notice of any such failure and a ten (10) day opportunity to cure such failure.

4.1.6 Liquidation, Termination, Dissolution of LLC.

The LLC is dissolved either pursuant to the provisions of its Operating Agreement, by operation of law, or in any other manner, voluntarily or otherwise; the Operating Agreement of the LLC is terminated pursuant to any of its provisions or by operation of law, or

amended or modified in any manner; member of the LLC sells, assigns, mortgages, pledges, hypothecates, transfers, encumbers, permits to be encumbered or otherwise disposes of any or all of his, her or its interest in the LLC or withdraws voluntarily or involuntarily (by operation of law or otherwise) from the LLC; any new member is admitted to the LLC.

#### Section 4.2 Remedies.

Upon the occurrence of any Event of Default, the Lender may at any time thereafter exercise any one or more of the following rights, powers or remedies:

##### 4.2.1 Accelerate Obligations.

The Lender may declare all or any portion of the Obligations to be immediately due and payable, without notice to Assignor and without demand, protest or notice of protest or dishonor.

##### 4.2.2 Legal Proceedings.

The Lender may proceed to protect or enforce the Lender's rights by an action or actions at law or in equity or by any other appropriate proceeding, whether for the specific performance of any of the covenants herein contained or of any other agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise or execution of any right, remedy or power granted herein or by law.

##### 4.2.3 Uniform Commercial Code.

The Lender shall have all of the rights and remedies of a secured party under Title 9 of the Uniform Commercial Code and other applicable Laws and in connection therewith may exercise all or any of the rights, powers and remedies of a secured party under Title 9 of the Uniform Commercial Code. Any notification of a sale or other disposition of all or any part of the Collateral required pursuant to Section 9-504 of Title 9 of the Uniform Commercial Code shall be deemed commercially reasonable if sent in accordance with Section 5.1 (Notices) at least ten (10) days prior to the sale or other disposition. Upon demand by the Lender, the Assignor shall assemble the Collateral and all books and records and make it available to the Lender, at a place designated by the Lender. The Lender or its agents may without notice from time to time enter upon the Assignor's premises to take possession of the Collateral and all books and records, to remove it, or otherwise to prepare it for sale, or to sell or otherwise dispose of it.

##### 4.2.4 Sale or Other Disposition of Collateral.

The Lender may sell or redeem the Collateral, or any part thereof, in one or more sales, at public or private sale, conduct by any officer or agent of, or auctioneer or attorney for, the Lender, at the Lender's place of business or elsewhere, for cash, upon credit or future delivery, and at such price or prices as the Lender shall, in its sole discretion, determine, and the Lender may be the purchaser of any or all of the Collateral so sold.

Further:

(a) Each purchaser of all or any portion of the Collateral (including the Lender) at any such sale shall hold the Collateral so sold, absolutely free from any claim or right of whatsoever kind, including, without limitation, any equity or right of redemption, of the Assignor, which the Assignor hereby specifically waives, to the extent they may lawfully do so, all rights of redemption, stay or appraisal which the Assignor has or may have under any rule of law or statute now existing or hereafter adopted.

(b) Any written notice required by law of any sale, public or private, of all or any part of the Collateral shall be deemed in all circumstances to have been given in a commercially reasonable manner if sent at least fifteen (15) days prior to such sale by mail to the Assignor at the address for the Assignor set forth in Section 5.1 (Notices). At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels. The Lender shall not be obligated to make any sale pursuant to any such notice. In case of any sale of all or any part of the Collateral for credit or for future delivery, the Collateral so sold may be retained by the Lender until the selling price is paid by the purchaser thereof, but the Lender shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold, and in case of any such failure, such Collateral may again be sold under and pursuant to the provisions hereof. The Lender, as attorney-in-fact, pursuant to Section 3.2 (Defense of Title), may, in the name and stead of the Assignor, make and execute all conveyances, assignments and transfers of the Collateral sold pursuant to this Section. The Assignor shall, if so requested by the Lender, ratify and confirm any sale or sales by executing and delivering to the Lender, or to such purchaser or purchasers, all such documents as may, in the judgment of the Lender, be advisable for the purpose.

(c) If any consent, approval, or authorization of any governmental authority or any Person having any interest therein, should be necessary to effectuate any sale or other disposition of the Collateral, the Assignor agrees to execute all such applications and other instruments, and to take all other action, as may be required in connection with securing any such consent, approval or authorization.

(d) The Assignor recognizes that the Lender may be unable to effect a public sale of all or a part of the Collateral consisting of "securities" by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and other applicable federal and state Laws. The Lender may, therefore, in its discretion, take such steps as it may deem appropriate to comply with such Laws and may, for example, at any sale of the Collateral consisting of securities restrict the prospective bidders or purchasers as to their number, nature of business and investment intention, including, without limitation, a requirement that the Persons making such purchases represent and agree to the satisfaction of the Lender that they are purchasing such securities for their account, for investment, and not with a view to the distribution or resale of any thereof. The Assignor covenants and agrees to do or cause to be done promptly all such acts and things as the Lender may request from time to time and as may be necessary to offer and/or sell the securities or any part thereof in a manner which is valid and binding and in conformance with all applicable Laws.

#### 4.2.5 Specific Rights With Regard to Collateral.

In addition to all other rights and remedies provided hereunder or as shall exist at law or in equity from time to time, the Lender may (but shall be under no obligation to), without notice to the Assignor, and the Assignor hereby irrevocably appoints the Lender as its attorney-in-fact, with power of substitution, in the name of the Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender, but at the cost and expense of the Borrower and with notice to the Assignor:

(a) direct any person or entity obligated to make payments or distributions directly to the Lender;

(b) compromise, extend or renew any of the Collateral or deal with the same as it may deem advisable;

(c) make exchanges, substitutions or surrenders of all or any part of the Collateral;

(d) copy, transcribe, or remove from any place of business of the Company all books, records, ledger sheets, correspondence, invoices and documents, relating to or evidencing any of the Collateral or without cost or expense to the Lender, make such use of the Company's places of business as may be reasonably necessary to administer, control and collect the Collateral;

(e) demand, collect, receipt for and give renewals, extensions, discharges and releases of any of the Collateral;

(f) institute and prosecute legal and equitable proceedings to enforce collection of, or realize upon, any of the Collateral;

(g) settle, renew, extend, compromise, compound, exchange or adjust claims in respect of any of the Collateral or any legal proceedings brought in respect thereof;

(h) endorse or sign the name of the Assignor upon any items of payment, certificates of title, instruments, securities, powers, documents, documents of title, or other writing relating to or part of the Collateral and on any proof of claim in bankruptcy against an account debtor;

(i) take any action and execute any instruments which such attorney-in-fact may deem necessary or advisable to accomplish the purposes of this Agreement;

(j) take control in any manner of any cash or non-cash items of payments comprising the Collateral;

(k) subject to obtaining all necessary consents, approvals, and authorizations, if any, required by applicable laws, cause the Collateral to be transferred to the Lender or to the name of one or more of the

Lender's nominees and thereafter exercise as to such Collateral all rights, powers and remedies of owners;

(l) collect by legal proceedings or otherwise all distributions, interest, principal payments, and other sums now or hereafter payable on account of the Collateral, and hold the same as Collateral, or apply the same to the expenses incurred by the Lender in such legal proceedings or to the Obligations, the manner and distribution of the application to be determined by the Lender in its sole and absolute discretion;

(m) enter into any extension, subordination, reorganization, deposit, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral and in connection therewith deposit or surrender control of such Collateral thereunder, and accept other property in exchange therefor and hold or apply such property or money so received in accordance with the provisions hereof;

(n) take any other action necessary or beneficial to realize upon or dispose of the Collateral; and

(o) upon written instructions to the LLC, the Lender or its designees shall be entitled to become a member in the LLC in the place and stead of the Assignor and shall be entitled to exercise and enjoy all rights and privileges pertaining thereto, including without limitation, the right to (i) participate in the management and administration of the LLC's business and affairs, (ii) require information regarding or an accounting of LLC transactions and (iii) inspect the LLC's books.

#### 4.2.6 Application of Proceeds.

Any proceeds of sale or other disposition of the Collateral will be applied by the Lender to the payment of the Enforcement Costs, and any balance of such proceeds will be applied by the Lender to the payment of the Obligations and the other obligations secured by this Agreement in such order and manner of application as the Lender may from time to time in its sole and absolute discretion determine. If the sale or other disposition of the Collateral fails to fully satisfy the Obligations and the other obligations secured by this Agreement, the Assignor shall remain liable to the Lender for any deficiency, if and to the extent the Assignor is liable for the payment or performance of the Obligations under the provisions of any of the Financing Documents.

#### 4.2.7 Performance by Lender.

If the Assignor shall fail to perform, observe or comply with any of the conditions, covenants, terms, stipulations or agreements contained in this Agreement or any of the other Financing Documents, the Lender without notice to or demand upon the Assignor and without waiving or releasing any of the Obligations or any Event of Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Company, and may enter upon the premises of the Company

for that purpose and take all such action thereon as the Lender may consider necessary or appropriate for such purpose and the Assignor hereby irrevocably appoints the Lender as its attorney-in-fact to do so, with power of substitution, in the name of the Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender, but at the cost and expense of the Company and without notice to the Assignor. All sums so paid or advanced by the Lender together with interest thereon from the date of payment, advance or incurring until paid in full at the highest rate of interest charged under the Note and all costs and expenses, shall be deemed part of the Enforcement Costs, shall be paid by the Company to the Lender on demand, and shall constitute and become a part of the Obligations.

#### 4.2.8 Other Remedies.

The Lender may from time to time proceed to protect or enforce its rights by an action or actions at law or in equity or by any other appropriate proceeding, whether for the specific performance of any of the covenants contained in this Agreement or in any of the other Financing Documents, or for an injunction against the violation of any of the terms of this Agreement or any of the other Financing Documents, or in aid of the exercise or execution of any right, remedy or power granted in this Agreement, the Financing Agreement, the other Financing Documents, the Forbearance Agreement, the other Forbearance Documents, and/or applicable laws.

#### Section 4.3 Costs and Expenses.

The Borrower shall pay on demand all reasonable costs and expenses (including reasonable attorney's fees), all of which shall be deemed part of the Obligations, incurred by and on behalf of the Lender incident to the preparation of and in connection with this Agreement, any collection, servicing, sale, disposition or other action taken by the Lender with respect to the Collateral or any portion thereof. Such costs and expenses shall become part of the Obligations.

#### Section 4.4 Receipt Sufficient Discharge to Purchaser.

Upon any sale or other disposition of the Collateral or any part thereof, the receipt of purchase money by the Lender or any other Person making the sale or disposition shall be a sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obligated to see to the application thereof.

#### Section 4.5 Remedies, etc. Cumulative.

Each right, power and remedy of the Lender as provided for in this Agreement, or in any of the other Financing Documents, the Forbearance Agreement or other Forbearance Documents, or in any related instrument or agreement or now or thereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement, or in the other Financing Documents, the Forbearance Agreement or other Forbearance Documents, or in any related document, instrument or agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Lender of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers or remedies.

Section 4.6 No Waiver, etc.

No failure or delay by the Lender to insist upon the strict performance of any term, condition, covenant or agreement of this Agreement or of any of the other Financing Documents or of any related documents, instruments or agreements, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant or agreement or of any such breach, or preclude the Lender from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any amount payable under this Agreement or under any of the other Financing Documents or under any related document, instrument or agreement, the Lender shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under this Agreement or under any other of the Financing Documents, or to declare a default for failure to effect such prompt payment of any such other amount.

ARTICLE V  
MISCELLANEOUS

Section 5.1 Notices.

All notices, requests or demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing, hand delivered, sent by nationally recognized overnight courier or mailed, addressed as follows:

Lender: Wells Fargo Bank, National Association  
123 South Broad Street - 7th Floor  
Philadelphia, Pennsylvania 19109  
Attn: Charles B. Cook

With a copy to: Troutman Sanders LLP  
1660 International Drive, Suite 600  
McLean, Virginia 22102  
Attn: Margaret Ann Brown

Assignors: Douglas G. Jefferies  
2220 Q Street, NW  
Washington, D.C. 20008

**Note: for privacy reasons, addresses below have been temporarily deleted**

Colgate Darden  
Richard M. Scarfo, Jr.  
Ernest C. Jefferies  
Greg Busch  
Carl Asakawa  
Trust of \_\_\_\_\_ (formerly David Jenks, Trustee)  
Frenando Resano  
Gary Fisher  
Gloria Sfirooudis

Greg Albright  
Irene Jefferies  
Jim Tozzi  
Ken Dreyfuss  
Scott Widmeyer  
Thomas Stevenson  
Harold Sanco  
Richard Stamberger  
Alan Yount  
Carl N. Mahaney  
Daniel Springer  
David Fissel  
Edward Ryan  
Gwen Meyers [Gwendolyn Korr]  
James Freedman  
Jay Sweeney  
Jeff Blum  
Jefferey Heebner  
Lori Springer  
Michael Feldstein  
Michael Kanze  
Mike Meyers  
Murat Sor  
Peter Hill  
Robert Williams  
Roy Kaufmann  
Theodore Bracken

or to such other address as any party may designate by written notice to the other party.

Section 5.2 Amendments; Waivers.

This Agreement and the other Financing Documents may not be amended, modified, or changed in any respect except by an agreement in writing signed by the Lender and the Assignor. No waiver of any provision of this Agreement or of any of the other Financing Documents, nor consent to any departure by the Assignor therefrom, shall in any event be effective unless the same shall be in writing. No course of dealing between the Assignor and the Lender and no act or failure to act from time to time on the part of the Lender shall constitute a waiver, amendment or modification of any provision of this Agreement or any of the other Financing Documents or any right or remedy under this Agreement, under any of the other Financing Documents or under applicable Laws.

Section 5.3 Cumulative Remedies.

The rights, powers and remedies provided in this Agreement and in the other Financing Documents are cumulative, may be exercised concurrently or separately, may be exercised from time to time and in such order as the Lender shall determine and are in addition to, and not exclusive of, rights, powers and remedies provided by existing or future applicable Laws. In

order to entitle the Lender to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Agreement. Without limiting the generality of the foregoing, the Lender may:

(a) proceed against the Assignor with or without proceeding against the LLC or any Person who may be liable for all or any part of the Obligations;

(b) proceed against the Assignor with or without proceeding under any of the other Financing Documents or against any Collateral or other collateral and security for all or any part of the Obligations;

(c) without notice, release or compromise with any guarantor or any Person liable for all or any part of the Obligations under the Financing Documents or otherwise; and

(d) without reducing or impairing the obligations of the Assignor and without notice thereof: (i) fail to perfect the lien in any or all Collateral or to release any or all the Collateral or to accept substitute collateral, (ii) waive any provision of this Agreement or the other Financing Documents, (iii) exercise or fail to exercise rights of set-off or other rights, or (iv) accept partial payments or extend from time to time the maturity of all or any part of the Obligations.

#### Section 5.4 Severability.

In case one or more provisions, or part thereof, contained in this Agreement or in the other Financing Documents shall be invalid, illegal or unenforceable in any respect under any Law, then without need for any further agreement, notice or action:

(a) the validity, legality and enforceability of the remaining provisions shall remain effective and binding on the parties thereto and shall not be affected or impaired thereby;

(b) the obligation to be fulfilled shall be reduced to the limit of such validity;

(c) if such provision or part thereof pertains to repayment of the Obligations, then, at the sole and absolute discretion of the Lender, all of the Obligations of the Assignor to the Lender shall become immediately due and payable; and

(d) if affected provision or part thereof does not pertain to repayment of the Obligations, but operates or would prospectively operate to invalidate this Agreement in whole or in part, then such provision or part thereof only shall be void, and the remainder of this Agreement shall remain operative and in full force and effect.

Section 5.5 Assignments by Lender.

The Lender may, without notice to, or consent of, the Assignor, sell, assign or transfer to or participate with any Person or Persons, all or any part of the Obligations, and each such Person or Persons shall have the right to enforce the provisions of this Agreement and any of the other Financing Documents as fully as the Lender, provided that the Lender shall continue to have the unimpaired right to enforce the provisions of this Agreement and any of the other Financing Documents as to so much of the Obligations that the Lender has not sold, assigned or transferred. In connection with the foregoing, the Lender shall have the right to disclose to any such actual or potential purchaser, assignee, transferee or participant all financial records, information, reports, financial statements and documents obtained in connection with this Agreement and any of the other Financing Documents or otherwise.

Section 5.6 Successors and Assigns.

This Agreement and all other Financing Documents shall be binding upon and inure to the benefit of the Assignor and the Lender and their respective heirs, personal representative, successors and assigns, except that the Assignor shall not have the right to assign his rights hereunder or any interest herein without the prior written consent of the Lender.

Section 5.7 Applicable Law.

This Agreement, shall be governed by the Laws of the District of Columbia, as if this Agreement had each been executed, delivered, administered and performed solely within the District of Columbia.

Section 5.8 Headings.

The headings in this Agreement are included herein for convenience only, shall not constitute a part of this Agreement for any other purpose, and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 5.9 Entire Agreement.

This Agreement is intended by the Lender and the Assignor to be a complete, exclusive and final expression of the agreements contained herein. Neither the Lender nor the Assignor shall hereafter have any rights under any prior agreements but shall look solely to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities under this Agreement.

Section 5.10 Counterparts.

This Agreement may be executed in any number of duplicate originals, each of which shall be an original but all of which together shall constitute one and the same institute.

Section 5.11 Service of Process.

5.11.1 Agent for Service of Process.

The Assignor hereby irrevocably designates and appoints The Corporation Trust Company, with an address of Corporation Trust Center, 1209 Orange Street, Wilmington,

Delaware 19801, as its authorized agent to receive on his behalf service of any and all process that may be served in any suit, action, or proceeding instituted in connection with this Agreement in any state or federal court sitting in the District of Columbia. If such agent shall cease so to act, the Assignor shall irrevocably designate and appoint without delay another such agent in the District of Columbia reasonably satisfactory to the Lender and shall promptly deliver to the Lender evidence in writing of such agent's acceptance of such appointment and its agreement that such appointment shall be irrevocable.

#### 5.11.2 Service of Process.

The Assignor hereby consents to process being served in any suit, action, or proceeding instituted in connection with this Agreement by (a) the mailing of a copy thereof by certified mail, postage prepaid, return receipt requested, to him at his address designated above, and (b) serving a copy thereof upon the agent hereinabove designated and appointed by the Assignor as the Assignor's agent for service of process. The Assignor irrevocably agrees that such service shall be deemed in every respect to be effective service of process upon each of them in any such suit, action, or proceeding. Nothing in this Section shall affect the right of the Lender to serve process in any manner otherwise permitted by law and nothing in this Section will limit the right of the Lender otherwise to bring proceedings against the Assignor in the courts of any other appropriate jurisdiction or jurisdictions.

#### Section 5.12 Liability of the Lender.

The Assignor hereby agrees that the Lender shall not be chargeable for any negligence, mistake, act or omission of any accountant, examiner, agency or attorney employed by the Lender in making examinations, investigations or collections, or otherwise in perfecting, maintaining, protecting or realizing upon any lien or security interest or any other interest in the Collateral or other security for the Obligations. Except for willful misconduct or gross negligence, the Lender shall be under no liability for, and the Assignor hereby releases the Lender from, all claims for loss or damage caused by (a) the Lender's failure to perform or collect any of the Collateral, or (b) the Lender's failure to preserve or protect any rights of the Assignor under the Collateral. The Assignor agrees that the duties of the Lender with respect to the Collateral shall be solely to use reasonable care in the custody and preservation of the Collateral in Lender's possession, which shall not include any steps necessary to preserve rights against prior parties. In the event the Lender enforces or seeks to enforce any of the rights of an owner of the LLC under any of the Collateral, the Assignor shall immediately reimburse the Lender for such costs and expenses (including actual attorney's fees reasonably incurred) so incurred and payment of such sums shall be secured by this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed, sealed and delivered, as of the day and year first written above.

WITNESS: ASSIGNOR

\_\_\_\_\_  
\_\_\_\_\_  
DOUGLAS G. JEFFERIES (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
\_\_\_\_\_  
COLGATE DARDEN (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
\_\_\_\_\_  
RICHARD M. SCARFO, JR. (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
\_\_\_\_\_  
ERNEST C. JEFFERIES (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
\_\_\_\_\_  
GREG BUSCH (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
\_\_\_\_\_  
CARL ASAKAWA (SEAL)

WITNESS: ASSIGNOR

[Signature Page to Pledge, Assignment and Security Agreement]

\_\_\_\_\_

\_\_\_\_\_  
DAVID JENKS (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
FRENANDO RESANO (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
GARY FISHER (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
GLORIA SFIROOUDIS (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
GREG ALBRIGHT (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
IRENE JEFFERIES (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
(SEAL)

[Signature Page to Pledge, Assignment and Security Agreement]

JIM TOZZI

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
KEN DREYFUSS (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
SCOTT WIDMEYER (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
THOMAS STEVENSON (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
HAROLD SANCO (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
RICHARD STAMBERGER (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
ALAN YOUNT (SEAL)

WITNESS:

ASSIGNOR

[Signature Page to Pledge, Assignment and Security Agreement]

\_\_\_\_\_  
CARL N. MAHANEY (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
DANIEL SPRINGER (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
DAVID FISSEL (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
EDWARD RYAN (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
GWEN MEYERS (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
JAMES FREEDMAN (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
JAY SWEENEY (SEAL)

[Signature Page to Pledge, Assignment and Security Agreement]

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
JEFF BLUM (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
JEFFEREY HEEBNER (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
LORI SPRINGER (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
MICHAEL FELDSTEIN (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
MICHAEL KANZE (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
MIKE MEYERS (SEAL)

WITNESS:

ASSIGNOR

[Signature Page to Pledge, Assignment and Security Agreement]

\_\_\_\_\_  
MURAT SOR \_\_\_\_\_ (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
PETER HILL \_\_\_\_\_ (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
ROBERT WILLIAMS \_\_\_\_\_ (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
ROY KAUFMANN \_\_\_\_\_ (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
THEODORE BRACKEN \_\_\_\_\_ (SEAL)

EXHIBIT A

Each Assignor further represents and warrants to the Lender as follows:

1. The exact legal names of each Assignor are stated on the signature pages to this Agreement.

2. Each Assignor's Tax Identification Number is stated below:

- (a) Douglas G. Jefferies \_\_\_\_\_
- (b) Colgate Darden \_\_\_\_\_
- (c) Richard M. Scarfo, \_\_\_\_\_
- (d) Ernest C. Jefferies \_\_\_\_\_
- (e) Greg Busch \_\_\_\_\_
- (f) Carl Asakawa \_\_\_\_\_
- (g) David Jenks \_\_\_\_\_
- (h) Frenando Resano \_\_\_\_\_
- (i) Gary Fisher \_\_\_\_\_
- (j) Gloria Sfirooudis \_\_\_\_\_
- (k) Greg Albright \_\_\_\_\_
- (l) Irene Jefferies \_\_\_\_\_
- (m) Jim Tozzi \_\_\_\_\_
- (n) Ken Dreyfuss \_\_\_\_\_
- (o) Scott Widmeyer \_\_\_\_\_
- (p) Thomas Stevenson \_\_\_\_\_
- (q) Harold Sanco \_\_\_\_\_
- (r) Richard Stamberger \_\_\_\_\_
- (s) Alan Yount \_\_\_\_\_
- (t) Carl N. Mahaney \_\_\_\_\_

- (u) Daniel Springer \_\_\_\_\_
- (v) David Fissel \_\_\_\_\_
- (w) Edward Ryan \_\_\_\_\_
- (x) Gwen Meyers \_\_\_\_\_
- (y) James Freedman \_\_\_\_\_
- (z) Jay Sweeney \_\_\_\_\_
- (aa) Jeff Blum \_\_\_\_\_
- (bb) Jefferey Heebner \_\_\_\_\_
- (cc) Lori Springer \_\_\_\_\_
- (dd) Michael Feldstein \_\_\_\_\_
- (ee) Michael Kanze \_\_\_\_\_
- (ff) Mike Meyers \_\_\_\_\_
- (gg) Murat Sor \_\_\_\_\_
- (hh) Peter Hill \_\_\_\_\_
- (ii) Robert Williams \_\_\_\_\_
- (jj) Roy Kaufmann \_\_\_\_\_
- (kk) Theodore Bracken \_\_\_\_\_

3. (a) Each Assignor's residence is as follows:

Douglas G. Jefferies

Douglas G. Jefferies

2220 Q Street, NW  
 Washington, D.C. 20008

**Note: for privacy reasons, addresses below have been temporarily deleted**

Colgate Darden  
 Richard M. Scarfo, Jr.  
 Ernest C. Jefferies  
 Greg Busch  
 Carl Asakawa

Trust of \_\_\_\_\_ (formerly David Jenks, Trustee)

Frenando Resano  
Gary Fisher  
Gloria Sfirooudis  
Greg Albright  
Irene Jefferies  
Jim Tozzi  
Ken Dreyfuss  
Scott Widmeyer  
Thomas Stevenson  
Harold Sanco  
Richard Stamberger  
Alan Yount  
Carl N. Mahaney  
Daniel Springer  
David Fissel  
Edward Ryan  
Gwen Meyers [Gwendolyn Korr]  
James Freedman  
Jay Sweeney  
Jeff Blum  
Jefferey Heebner  
Lori Springer  
Michael Feldstein  
Michael Kanze  
Mike Meyers  
Murat Sor  
Peter Hill  
Robert Williams  
Roy Kaufmann  
Theodore Bracken

(b) Each Assignor in fact manages the main part of its business operations from its address; and

(c) Each Assignor is at that address, and that is the address at which each person dealing with Assignor would normally look for credit information.

4. The mailing address of Assignor to be inserted on financing statements covering the Collateral is:

Douglas G. Jefferies  
2220 Q Street, NW  
Washington, D.C. 20008

**Note: for privacy reasons, addresses below have been temporarily deleted**

Colgate Darden  
Richard M. Scarfo, Jr.

Ernest C. Jefferies  
Greg Busch  
Carl Asakawa  
Trust of \_\_\_\_\_ (formerly David Jenks, Trustee)  
Frenando Resano  
Gary Fisher  
Gloria Sfirooudis  
Greg Albright  
Irene Jefferies  
Jim Tozzi  
Ken Dreyfuss  
Scott Widmeyer  
Thomas Stevenson  
Harold Sanco  
Richard Stamberger  
Alan Yount  
Carl N. Mahaney  
Daniel Springer  
David Fissel  
Edward Ryan  
Gwen Meyers [Gwendolyn Korr]  
James Freedman  
Jay Sweeney  
Jeff Blum  
Jefferey Heebner  
Lori Springer  
Michael Feldstein  
Michael Kanze  
Mike Meyers  
Murat Sor  
Peter Hill  
Robert Williams  
Roy Kaufmann  
Theodore Bracken

5. In the five (5) years preceding the date hereof, no Assignor has changed his or her name and has conducted business under no name other than his or her current name.

6 The correct names and ownership percentages of each Assignor is listed below:

<u>Assignor</u>	<u>Percentage of Member Interest</u>
<u>Class A</u>	
Douglas Jefferies	39.55%
Greg Busch	3.47%
Ernest Jefferies	6.95%
<u>Class B</u>	
Carl Asakawa	1.99%
Colgate Darden	7.02%
David Jenks	2.19%
Douglas Jefferies	2.16%
Douglas Jefferies	0.36%
Ernest Jefferies	2.29%
Frenando Resano	4.28%
Gary Fisher	1.10%
Gloria Sfirooudis	1.55%
Greg Albright	1.65%
Irene Jefferies	1.25%
Jim Tozzi	1.99%
Ken Dreyfuss	2.19%
Richard M. Scarfo, Jr.	5.45%
Scott Widmeyer	2.09%
Thomas Stevenson	1.25%
Harold Sanco	0.74%
Richard Stamberger	0.74%
Alan Yount	0.51%
Carl N. Mahaney	0.36%
Daniel Springer	0.36%
David Fissel	0.61%
Edward Ryan	0.36%
Gwen Meyers	0.25%
James Freedman	1.22%
Jay Sweeney	0.36%
Jeff Blum	0.71%
Jefferey Heebner	0.36%
Lori Springer	0.36%
Michael Feldstein	0.61%
Michael Kanze	0.36%
Mike Meyers	0.25%
Murat Sor	0.41%
Peter Hill	0.41%
Robert Williams	0.61%
Roy Kaufmann	0.61%
Theodore Bracken	1.02%
<b>TOTAL</b>	<b>100%</b>

EXHIBIT B

NOTICE OF PLEDGE

Pledge by Douglas G. Jefferies  
Colgate Darden  
Richard M. Scarfo, Jr.  
Ernest C. Jefferies  
Greg Busch  
Carl Asakawa  
David Jenks  
Frenando Resano  
Gary Fisher  
Gloria Sfirooudis  
Greg Albright  
Irene Jefferies  
Jim Tozzi  
Ken Dreyfuss  
Scott Widmeyer  
Thomas Stevenson  
Harold Sanco  
Richard Stamberger  
Alan Yount  
Carl N. Mahaney  
Daniel Springer  
David Fissel  
Edward Ryan  
Gwen Meyers  
James Freedman  
Jay Sweeney  
Jeff Blum  
Jefferey Heebner  
Lori Springer  
Michael Feldstein  
Michael Kanze  
Mike Meyers  
Murat Sor  
Peter Hill  
Robert Williams  
Roy Kaufmann  
Theodore Bracken (collectively, each of the above an "Assignor")

To: Monty, L.L.C. (the "LLC")

Notice is hereby given that, pursuant to a Pledge, Assignment and Security Agreement (a copy of which is attached hereto), dated February \_\_, 2011, (the "Assignment Agreement") from

the Assignor to Wells Fargo Bank, National Association, its successors and assigns (the "Lender"), the Assignor has pledged and assigned to the Lender, and granted to the Lender a continuing first priority security interest in, all of its right, title and interest, whether now existing or hereafter arising our acquired, in, to, and under the following (the "Collateral"):

(a) all rights, title and interest in and to and as the member of the LLC under the LLC's operating agreement, as the same may have been or may be amended, supplemented, restated, or otherwise modified at any time and from time to time (the "Operating Agreement");

(b) all rights to receive any and all cash and non-cash distributions (regardless of how such distributions are classified and including any and all distributions-in-kind and liquidating distributions), profits, losses, income, revenue, returns of capital, repayments of any loans made by Assignor to the LLC (including interest and fees with respect to such loans), and any and all development, management and similar fees payable by the LLC to Assignor of any kind or nature whatsoever, together with any and all other rights and property interests including, but not limited to, accounts, contract rights, instruments and general intangibles arising out of, under or relating to the LLC and/or the Operating Agreement;

(c) all other or additional equity or debt interests, other securities or property (including cash) paid or distributed in respect of the LLC by way of any spin-off, merger, consolidation, dissolution, combination, reclassification or exchange of equity interests, asset sales, or similar rearrangement or reorganization; and

(d) all proceeds and products (both cash and non-cash) of the foregoing, whether now or hereafter arising under any of the foregoing.

Pursuant to the Assignment Agreement, the LLC is hereby authorized and directed to:

(i) register on the LLC's books the Assignor's pledge to the Lender of the Assignor's interests in the LLC; and

(ii) make direct payment to the Lender of any amounts due or to become due to the Assignor under the Operating Agreement, if so notified by the Lender.

The Assignor hereby requests the LLC to indicate the LLC's acceptance of this Notice of Pledge and consent to and confirm its terms and provisions by signing a copy hereof where indicated below and returning the same to the Lender along with an Initial Transaction Statement in the form attached hereto.

Dated as of February \_\_, 2011.

WITNESS:

ASSIGNOR

\_\_\_\_\_  
DOUGLAS G. JEFFERIES (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
COLGATE DARDEN (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
RICHARD M. SCARFO, JR. (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
ERNEST C. JEFFERIES (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
GREG BUSCH (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
CARL ASAKAWA (SEAL)

WITNESS: ASSIGNOR

\_\_\_\_\_  
DAVID JENKS (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
FRENANDO RESANO (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
GARY FISHER (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
GLORIA SFIROUDIS (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
GREG ALBRIGHT (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
IRENE JEFFERIES (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
JIM TOZZI (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
KEN DREYFUSS (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
SCOTT WIDMEYER (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
THOMAS STEVENSON (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
HAROLD SANCO (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
RICHARD STAMBERGER (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
ALAN YOUNT (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
CARL N. MAHANEY (SEAL)

WITNESS:

\_\_\_\_\_

ASSIGNOR

\_\_\_\_\_  
DANIEL SPRINGER (SEAL)

WITNESS:

\_\_\_\_\_

ASSIGNOR

\_\_\_\_\_  
DAVID FISSEL (SEAL)

WITNESS:

\_\_\_\_\_

ASSIGNOR

\_\_\_\_\_  
EDWARD RYAN (SEAL)

WITNESS:

\_\_\_\_\_

ASSIGNOR

\_\_\_\_\_  
GWEN MEYERS (SEAL)

WITNESS:

\_\_\_\_\_

ASSIGNOR

\_\_\_\_\_  
JAMES FREEDMAN (SEAL)

WITNESS:

\_\_\_\_\_

ASSIGNOR

\_\_\_\_\_  
JAY SWEENEY (SEAL)

WITNESS:

\_\_\_\_\_

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
JEFF BLUM (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
JEFFEREY HEEBNER (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
LORI SPRINGER (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
MICHAEL FELDSTEIN (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
MICHAEL KANZE (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
MIKE MEYERS (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_  
MURAT SOR (SEAL)

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
PETER HILL

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
ROBERT WILLIAMS

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
ROY KAUFMANN

WITNESS:

ASSIGNOR

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
THEODORE BRACKEN

WITNESS:

LLC:  
MONTY, L.L.C.

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

EXHIBIT C

INITIAL TRANSACTION STATEMENT

(Pledge by \_\_\_\_\_, the "Assignor")

To: Wells Fargo Bank, National Association  
123 South Broad Street - 7th Floor  
Philadelphia, Pennsylvania 19109  
Attn: Charles B. Cook

Re: Member Interests in Monty, L.L.C., the "LLC"

1. Registration of Pledge. This is to confirm registration by the LLC of the pledge to the Lender on behalf of the Lender and the Lender of the entire right, title and interest in and to the LLC (the "Interest") owned of record by the Assignor, the holder of \_\_\_\_\_ percent (\_\_\_%) of the ownership interests in the LLC (being a \_\_\_\_\_ percent (\_\_\_%) interest in the profits of the LLC).

Such pledge was registered on \_\_\_\_\_, 2011.

The address of the registered owner of the Interest is:

The registered owner's Taxpayer I.D. No. is \_\_\_\_\_.

2. Liens, Adverse Claims and Restrictions. The Interest is not subject to any liens or restrictions of the LLC or adverse claims.

(a) The Interest is subject to all of the terms of the operating agreement of the LLC and of applicable laws.

(b) The Interest may not be transferred without compliance with the provisions of the operating agreement of the LLC and compliance with applicable federal and state securities laws.

(c) At the time of registration of the pledge described above, the Interest was not subject to any liens or restrictions of the LLC (except as set forth above or in the Operating Agreement), or any adverse claims as to which the LLC has a duty pursuant to applicable state law.

This Initial Transaction Statement is a record of the rights of the Lender as of the time of its issuance, and is neither a negotiable instrument nor a security.

Dated as of February \_\_, 2011.

LLC:

MONTY, L.L.C.

By: \_\_\_\_\_ (SEAL)

Name:

Title:

EXHIBIT D

LLC POWER

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_, a resident of the State of \_\_\_\_\_ (“**Pledgor**”) does hereby sell, assign and transfer to \_\_\_\_\_\* all of its Equity Interests (as hereinafter defined) represented by Certificate No(s). \_\_\_\_\_\* in Monty, L.L.C., a Delaware limited liability company (“**Issuer**”), standing in the name of Pledgor on the books of said Issuer. Pledgor does hereby irrevocably constitute and appoint \_\_\_\_\_\*, as attorney, to transfer the Equity Interest in said Issuer with full power of substitution in the premises. The term “**Equity Interest**” means any security, share, unit, partnership interest, membership interest, ownership interest, equity interest, option, warrant, participation, “equity security” (as such term is defined in Rule 3(a)11-1 of the General Rules and Regulations of the Securities Exchange Act of 1934, as amended, or any similar statute then in effect, promulgated by the Securities and Exchange Commission and any successor thereto) or analogous interest (regardless of how designated) of or in a corporation, partnership, limited partnership, limited liability company, limited liability partnership, business trust or other entity, of whatever nature, type, series or class, whether voting or nonvoting, certificated or uncertificated, common or preferred, and all rights and privileges incident thereto.

Dated: \_\_\_\_\_\*

PLEDGOR:

\_\_\_\_\_

\*To Remain Blank - Not Completed at Closing.

Schedule 1

**LOAN CHART**