



199910180011
Kathy Hill, Skagit County Auditor
10/18/1999 Page 1 of 15 9:09:01AM

Return Address:

Kimberly B. Saltrick, Legal Assistant

SMITH HELMS MULLISS & MOORE

201 N. Tryon Street, Charlotte, North Carolina 28202

UCC 2 FIXTURE FILING (County Auditor) (Filed with: Skagit, WA)

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCW 65.04) 1/97: (please print last name first)

Reference # (if applicable):

Debtor(s): (1) Meridian Granite Company (2) _____ Addl' on pg _____

Secured Party(ies)(Assignee)(1) Bank of America, N.A. (2) See Attachment 1

Addl' on pg _____ Legal Description (abbreviated): Section 4, Township 33, Range 4

Addl' legal is on pg * _____ Assessor's Property Tax Parcel/Account # 330404-0-003-0100

PLEASE TYPE FORM *See Exhibit A

This FIXTURE FILING is presented pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE:

- ☐ LEASE - Thus filing is for informational purposes only. The terms debtor and secured party are to be construed as LESSEE and LESSOR.
- ☐ CONSIGNMENT - This filing is for informational purposes only. The terms debtor and secured party are to be construed as CONSIGNEE and CONSIGNOR.

1. DEBTOR(S) (or assignor(s))
(last name first, and address(es))

Meridian Granite Company
5575 DTC Parkway, Suite 325
Englewood, Colorado 80111

2. FOR OFFICE USE ONLY

3. NUMBER OF ADDITIONAL SHEETS ATTACHED:

4. SECURED PARTY(IES) (or assignee(s)) (name and address)

Bank of America, N.A., as Collateral Agent*
Independence Center, NC1-001-15-01
Charlotte, North Carolina 28255

*See Schedule A attached hereto and incorporated herein by reference.

5. ASSIGNEE(S) OF SECURED PARTY(IES)

6. This FIXTURE FILING covers the following types or items of property:

- ☐ The goods are to become fixtures on...
- ☐ The property is timber standing on...

See Schedules B and C attached hereto and by this reference incorporated herein and made a part hereof. Some or all of the property described in Schedules B and C relate to the real property described on Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

- ☒ The property is minerals or the like (including gas and oil) or accounts to be financed at the wellhead or minhead of the well or mine located on... (Describe real estate. Use legal description.)

This financing statement covers, among other things, fixtures, minerals or the like, including minerals or the like extracted at mineheads, and accounts generated from the sale of minerals at the mineheads. Minerals and fixtures are located on the real property described on Exhibit A.

This FIXTURE FILING is to be filed for record in the real estate records. If the debtor does not have an interest of record in the realty, the name of a record owner is The record owners of the real property are described in Exhibit A.

- ☒ Products of collateral are also covered.

7. RETURN ACKNOWLEDGMENT COPY TO:

Kimberly B. Saltrick, Legal Assistant
SMITH HELMS MULLISS & MOORE, LLP
201 North Tryon Street
Charlotte, North Carolina

FILE FOR RECORD WITH
COUNTY AUDITOR OF COUNTY
IN WHICH REAL PROPERTY IS LOCATED

8. This statement is signed by the Secured Party(ies) instead of the Debtor(s) to perfect a security interest in collateral. (Please check appropriate box.)

- (a) ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- (b) ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
- (c) ☐ as to which the filing lapsed, or
- (d) ☐ acquired after the change of name, identity, or corporate structure of the debtor(s).

Complete fully if box (d) is checked.
Complete as applicable for (a), (b), and (c):

Original recording number
Filing officer where filed

Former name of debtor(s)

9.

USE IF APPLICABLE

Meridian Granite Company

TYPE NAME(S) OF DEBTOR(S) (or assignor(s))


SIGNATURE(S) OF DEBTOR(S) (or assignor(s))

Bank of America, N.A., as Collateral Agent*

TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))


SIGNATURE(S) OF SECURED PARTY(IES) (or assignee(s))

10. TERMINATION STATEMENT: The SECURED PARTY(IES) certifies that the SECURED PARTY(IES) no longer claims a security interest under the FIXTURE FILING bearing the recording number shown above.

NAME _____

DATE _____

Return to: County Auditor of County where
original filing/recording was made.

SIGNATURE _____



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**SCHEDULE A
TO UCC-1 FINANCING STATEMENT**

The Secured Party is **BANK OF AMERICA, N.A.**, as Collateral Agent for the lenders from time to time parties to that certain Third Amended and Restated Credit Agreement by and among MAC Acquisitions, Inc., the Secured Party and the Lenders (as defined therein) (the "Credit Agreement"), as the same may from time to time be amended, modified or supplemented, including without limitation:

1. **BANK OF AMERICA, N.A.**
101 North Tryon Street, NC1-001-15-01
Charlotte, North Carolina 28255
2. **FIRST UNION NATIONAL BANK**
150 Fayetteville Street Mall, 6th Floor
Raleigh, North Carolina 27602
3. **WACHOVIA BANK, N.A.**
100 North Main Street
Winston-Salem, North Carolina 27202
4. **NORWEST BANK COLORADO, N.A.**
1740 Broadway Street, MAC#C7301-031
Denver, Colorado 80274
5. **ANY OTHER PARTY THAT IS A LENDER, FROM TIME TO TIME, PURSUANT
TO THE CREDIT AGREEMENT**



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SCHEDULE B TO FINANCING STATEMENT

All of the following property of the Debtor, wheresoever located and whether now owned or existing or hereafter created, acquired or arising:

(a) All accounts, including accounts receivable (including, without limitation, all accounts resulting from or arising out of the sale of minerals, sand, rock, gravel, granite, ballast, clay, limestone, aggregate, sandstone, dolomite, scoria or similar materials), contracts, bills, acceptances, choses in action, and other forms of monetary obligations at any time owing to the Debtor arising out of property sold, leased, licensed, assigned or otherwise disposed of or for services rendered or to be rendered by the Debtor, and all of the Debtor's rights with respect to any property represented thereby, whether or not delivered, property returned by customers and all rights as an unpaid vendor or lienor, including rights of stoppage in transit and of recovering possession by proceedings including replevin and reclamation (collectively, "Accounts");

(b) All inventory, including all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, sand, rock, gravel, granite, ballast, clay, limestone, aggregate, sandstone, dolomite, scoria, work in process and finished merchandise, component materials, and all supplies, goods, incidentals, office supplies, packaging materials and any and all items used or consumed in the operation of the business of the Debtor or which may contribute to the finished product or to the sale, promotion and shipment thereof, in which the Debtor now or at any time hereafter may have an interest, whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of the Debtor or is held by the Debtor or by others for the Debtor's account (collectively, "Inventory");

(c) All goods, including all machinery, equipment, motor vehicles, parts, supplies, apparatus, appliances, tools, patterns, molds, dies, blueprints, fittings, furniture, furnishings, fixtures and articles of tangible personal property of every description (collectively, "Equipment");

(d) All general intangibles, including all rights now or hereafter accruing to the Debtor under contracts, leases, agreements (including, without limitation, agreements relating to mineral rights, Ballast Agreements, and Industrial Track Agreements) or other instruments to perform or receive services, to purchase or sell goods, to hold or use land or facilities, and to enforce all rights thereunder, all causes of action, corporate or business records, inventions, designs, goodwill, trade names, trade secrets, trade processes, licenses, permits, franchises, customer lists, computer programs and software, all payment intangibles, all claims under guaranties, tax refund claims, all rights and claims against carriers and shippers, leases, all claims under insurance policies, all interests in general and limited partnerships, limited liability companies, and other Persons not constituting Investment Property (as defined below), all rights to indemnification and all other intangible personal property and intellectual property of



every kind and nature (collectively, "General Intangibles"); but excluding from General Intangibles and the Collateral hereunder any contract of the Debtor (x) with respect to which the Debtor may not grant to the Secured Party, a security interest therein without conflicting with, violating or resulting in, with the giving of notice or the lapse of time or both, a violation of or default under any provision of such contract, or resulting in the creation or imposition of any Lien upon the property of the Debtor pursuant to any provision of such contract, or (y) with respect to which the granting of a security interest in such contract would constitute an event permitting termination, of such contract or the taking of any other action under such contract materially adverse to the interests of the Debtor; provided, however, that, to the extent that Section 9-318(4) of the Uniform Commercial Code as adopted in the applicable jurisdiction (or other applicable provision of law) renders any terms in such contract which prohibits assignment of money due or to become due thereunder invalid, General Intangibles and the Collateral shall include such money due or to become due (but not other aspects of such contract).

(e) All deposit accounts, including demand, time, savings, passbook, or other similar accounts maintained with any bank by or for the benefit of the Debtor (collectively, "Deposit Accounts");

(f) All chattel paper, including tangible chattel paper, electronic chattel paper, or any hybrid thereof (collectively, "Chattel Paper");

(g) All investment property, including all securities, security entitlements, securities accounts, commodity contracts and commodity accounts of or maintained for the benefit of the Debtor (collectively, "Investment Property");

(h) All instruments, including all promissory notes (collectively, "Instruments");

(i) All documents, including warehouse receipts, bills of lading and other documents of title (collectively, "Documents");

(j) All supporting obligations pertaining to any of the foregoing, including all letter of credit rights, guaranties and other Contingent Obligations of any Person (collectively, "Supporting Obligations");

(k) Any claim, including any commercial tort claim of the debtor, and any judgment in favor of the debtor arising therefrom, represented in the action styled Bangert Brothers Construction Company, Inc., and CSI Trucking, Inc. v. Kiewit Western Company, et al., Civil Action Number 94-S-1946, United States District Court for the District of Colorado;

(l) All books and records relating to any of the foregoing (including customer data, credit files, ledgers, computer programs, printouts, and other computer materials and records (and all media on which such data, files, programs, materials and records are or may be stored));



(m) Extracted and unextracted minerals or the like and rights to minerals or the like;

(n) All proceeds, products and replacements of, accessions to, and substitutions for, any of the foregoing, including without limitation proceeds of insurance policies insuring any of the foregoing;

(o) All shares of capital stock or the other equity interests issued by or equity participations in any subsidiary of the Debtor, whether or not constituting a "security" under Article 8 of the Uniform Commercial Code as in effect in any jurisdiction (collectively, the 'Pledged Interests');

(p) All cash, securities, dividends, rights, and other property at any time and from time to time (x) declared or distributed in respect of or in exchange for or on conversion of any Pledged Interest, or (y) by its or their terms exchangeable or exercisable for or convertible into any Pledged Interest;

(q) All other property hereafter delivered to the Collateral Agent in substitution for or as an addition to any of the foregoing, and all certificates and instruments representing or evidencing such property, all security entitlements constituting any Pledged Interest, and all securities accounts to which may at any time be credited any or all of the Pledged Interests; and

(r) All promissory notes held by Debtor from time to time evidencing intercompany advances made by Debtor to any one or more of its subsidiaries which are domestic subsidiaries and direct foreign subsidiaries, whether now in existence or hereafter issued, and all obligations described therein, all monies due and to become due thereunder, and all proceeds of the foregoing.



SCHEDULE C TO FINANCING STATEMENT

A. all right, title and interest Debtor now has or may hereafter acquire in and to the buildings, improvements and structures (collectively, the "Improvements") now or hereafter located on the parcels of real property described on Exhibit A attached hereto (the "Land") (the "Land" and "Improvements" are referred to collectively as the "Real Estate");

B. all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Land and/or the Improvements located thereon, including but without limiting the generality of the foregoing, all (i) mining, quarrying, milling, processing, service, storage and other related infrastructure and all underground facilities and other assets used in conjunction with any mine or quarry operations located on, under, near or adjacent to the Real Estate and the extracting, processing and refining of gravel, granite, ballast, limestone, sand, clay, aggregate, rock, sandstone, dolomite, scoria and related materials and minerals and (ii) screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (B) being referred to as the "Equipment");

C. all right, title and interest of Debtor to the lands, premises, mineral dispositions, surface leases and rights, profits-a-prendre, mining claims and all privileges flowing therefrom, concessions, rights, licenses, permits and claims, rights of way, inurements, and other chattel and real property rights and interests now owned or hereafter acquired by Debtor and used in or pertaining to any mining or quarrying facility and operations located on the Real Estate;

D. all right, title and interest of Debtor in, to and under all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, minerals and mineral rights, sand, rock, gravel, granite, ballast, clay, limestone, aggregate, sandstone, dolomite, scoria and related materials, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the



bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

E. all right, title and interest of Debtor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or leased to Debtor or constructed, assembled or placed by Debtor on the Real Estate, immediately upon such acquisition, lease, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Debtor;

F. all right, title and interest of Debtor, as lessor, landlord or the equivalent thereof, in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Debtor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Debtor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, royalties, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Real Estate and/or the other collateral described in this Schedule C (the "Collateral");

G. all Debtor's right, title and interest in, to and under all trade names, trade marks, logos, copyrights, good will and books and records relating to or used in connection with the operation of the Real Estate or the Equipment or any part thereof; all general intangibles related to the operation of the Improvements now existing or hereafter arising;

H. all unearned premiums under insurance policies now or subsequently obtained by Debtor relating to the Real Estate or Equipment and Debtor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

I. all right, title and interest of Debtor in and to (i) all contracts from time to time executed by Debtor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any



part thereof and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate;

J. any and all monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Secured Party; all capital, operating, reserve or similar accounts held by or on behalf of Debtor and related to the operation of the Real Estate and/or the Collateral, whether now existing or hereafter arising and all monies held in any of the foregoing accounts and any certificates or instruments related to or evidencing such accounts;

K. all accounts and revenues arising from the operation of the Improvements including, without limitation, (i) any right to payment now existing or hereafter arising for rental of space or for goods sold or leased or for services rendered, whether or not yet earned by performance, arising from the operation of the Improvements or any other facility on the Real Estate and/or the Collateral, (ii) all rights to payment from any consumer credit-charge card organization or entity including, without limitation, payments arising from the use of the American Express Card, the Visa Card, the Carte Blanche Card, the MasterCard or any other credit card, including those now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom and (iii) all accounts resulting from or arising out of the sale of minerals, sand, rock, gravel, granite, ballast, clay, limestone, aggregate, sandstone, dolomite, scoria and related materials;

L. To the extent that any of the Land described in Exhibit A is leased to the Debtor as set forth on Exhibit A (such lease described on Exhibit A being the "Mortgaged Lease" and such Land as described on Exhibit A related thereto being the "Leased Land"), the leasehold estate created under and by virtue of the Mortgaged Lease, any interest in any fee, greater or lesser title to the Leased Land that Debtor may own or hereafter acquire (whether acquired pursuant to a right or option contained in the Mortgaged Lease or otherwise) and all credits, deposits, options, privileges and rights of Debtor under the Mortgaged Lease (including all rights of use, occupancy and enjoyment) and under any amendments, supplements, extensions, renewals, restatements, replacements and modifications thereof (including, without limitation, (i) the right to give consents, (ii) the right to receive moneys payable to Debtor, (iii) the right, if any, to renew or extend the Mortgaged Lease for a succeeding term or terms, (iv) the right, if any, to purchase the Leased Land and (v) the right to terminate or modify the Mortgaged Lease); and all of Debtor's claims and rights to the payment of damages arising under the Bankruptcy Code from any rejection of the Mortgaged Lease by the lessor thereunder or any other party; and

M. all proceeds, both cash and noncash, of the foregoing.

**EXHIBIT A TO UCC FINANCING STATEMENT
(WASHINGTON)**

1. CACTUS, FRANKLIN COUNTY, WASHINGTON

Legal Description

Leasehold interest in the following described real property:

The West half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 16, Township 13 North, Range 31 East, W.M., in Franklin County, Washington; except Northern Pacific Railway Company right-of-way.

Description of Lease: Contract for Removal of Rock dated April 11, 1991 between State of Washington, acting by and through the Department of Natural Resources and Meridian Aggregates Company (now known as Meridian Granite Company, a Delaware corporation), as lessee.

The record owner of such real property is the STATE OF WASHINGTON

2. KANASKAT, KING COUNTY, WASHINGTON

Legal Description

Those portions of Section 11, Township 21 North, Range 7 East, Willamette Meridian, in King County, Washington, described as follows:

The South half of the Northeast quarter of the Northwest quarter;
The Northwest quarter of the Northwest quarter;
That portion of the South half of the Northwest quarter lying Northeasterly of the Chicago, Milwaukee, St. Paul and Pacific Railroad right of way and Northerly of S.E. Hudson Road (formerly S.E. 304th Street);
The Northeast quarter of the Southwest quarter;
The Northwest quarter of the Southeast quarter; and
That portion or the East half of the Southeast quarter and South half of the Northeast quarter lying Northerly of said S.E. Hudson Road and Southerly of the S.E. Courtney Road;



3. **MILLER RIVER, KING COUNTY, WASHINGTON**

Legal Description

Parcel A:

All that portion of the Southeast quarter of the Northeast quarter and of Government Lot 3, Section 28, Township 26 North, Range 11 East, Willamette Meridian, in King County, Washington, lying Southerly of the Southerly line of the Cascade Scenic Highway and Easterly of the thalweg of the Miller River; except that portion lying within the right of way of the Great Northern Railroad.

Parcel B:

That portion of Government Lot 3, Section 27, Township 26 North, Range 11 East, Willamette Meridian, in King County, Washington, lying Southerly of primary State Highway No. 15 (Old Cascade Scenic Highway), more specifically described as follows:

BEGINNING at the Southwestern corner of the Northwest quarter of Section 27; thence North 400 feet, more or less, along the West section line of Section 27 to the point of BEGINNING;

THENCE East 700 feet;

THENCE North to the point of intersection of the Southerly boundary of State Highway No. 15 (Old Cascade Scenic Highway);

THENCE Northwesterly along said Highway's Southerly boundary to the point of intersection of said Highway with the West section line of Section 27;

THENCE South 1150 feet to the point of BEGINNING;

EXCEPT that portion thereof, if any, conveyed to King County for road purposes by Deed recorded under Recording Number 858080.

4. **RIVERWOOD, KING COUNTY, WASHINGTON**

Legal Description

The North half of the Northeast quarter, and the West half of Section 27, Township 22 North, Range 7 East, Willamette Meridian, in King County, Washington;

EXCEPT that portion thereof lying within the Kent-Kangley Road (also known as Southeast 272nd Street).

5. **PACIFIC, SKAGIT COUNTY, WASHINGTON**

TRACT 1

Legal Description

The East 250 feet of Government Lot 3, Section 4, Township 33 North, Range 4 East of the Willamette Meridian:

EXCEPT the North 30 feet thereof;

ALSO EXCEPT that portion lying Southerly of the following described line:

Beginning at the Southeast corner of said Government Lot 3; thence North $02^{\circ}43'19''$ West a distance of 611.96 feet along the East line of said Government Lot 3 to a point that is South $02^{\circ}43'19''$ East 724.44 feet from the Northeast corner of said Government Lot 3 and the true point of beginning of this description;
thence South $73^{\circ}25'28''$ West a distance of 182.18 feet;
thence South $78^{\circ}13'21''$ West a distance of 254.28 feet;
thence South $85^{\circ}40'59''$ West a distance of 136.70 feet;
thence South $81^{\circ}01'24''$ West a distance of 99.48 feet;
thence South $72^{\circ}25'51''$ West a distance of 279.58 feet to the Easterly margin of the Frances E. Bacon Road and the terminus of this line description.

Situate in the County of Skagit, State of Washington

TRACT 2

Legal Description

Leasehold interest in the following described real property:

The following real property situated in Skagit County, Washington:

Parcel B:

The East 600 feet of the South 1150 feet of the West half of the Southeast quarter and the South 1700 feet of the East half of the Southeast quarter of Section 33, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

Description of Lease: Lease of Real Property dated March 15, 1994 by and between City of Mount Vernon, a municipal corporation, as lessor, and Meridian Aggregates Company,



a Montana corporation (now known as Meridian Granite Company, a Delaware corporation), as lessee, a Memorandum of which is recorded under Recording No. 9404040079 in the Skagit County Recorder's Office, which Lease by its terms terminated the Lease dated December 4, 1979 executed by the City of Mt. Vernon to Pacific Quarries, Inc. as set forth in Schedule A2 attached to the Original Skagit Deed of Trust.

The record owner of such real property is the CITY OF MOUNT VERNON.

TRACT 3

Legal Description

Leasehold interest in the following real property:

The following real property situated in Skagit County, Washington:

Parcel A:

Government lot 2, Section 4, Township 33 north, Range 4 east, W.M., except the west 231 feet.

Parcel C:

The north 231 feet of the west 231 feet of Government lot 2, Section 4, Township 33 north, Range 4 east, W.M.

Description of Lease: Lease dated October 29, 1975, executed by Allied Aggregates and Asphalt Paving, Inc., to Pacific Quarries, Inc., a Washington corporation (formerly known as Pacific Coast Minerals, Inc., a Washington corporation) as disclosed by Memo of Lease recorded November 10, 1987 under Auditor's File No. 871110034, as amended by Addendum to Lease dated August 30, 1979, Amendment to Lease dated January 16, 1991 and by Second Amendment to Lease dated December 31, 1995.

The Allied Aggregates Lease was assigned by Assignment of Lease executed December 7, 1987 recorded under Auditor's File No. 8712070060 to Meridian Aggregates Company.

The record owner of the real property is CALVIN L. HARRINGTON.



6. DELTA YARD, SNOHOMISH COUNTY, WASHINGTON

Legal Description

Leasehold interest in the following real property:

That portion of Block 275, Plat of Everett Division "O", as per plat thereof recorded in Volume 6 of Plats on Page 9, records of Snohomish County, Washington and of the adjoining unplatted portion of the northeast quarter of the southeast quarter of Section 17, Township 29 North, Range 5 East, Willamette Meridian the whole being more particularly described as follows:

Beginning at the southwest corner of said Block 275, thence East, along the south line of said Block 275 and its easterly extension, a distance of 398.43 feet:

Thence N. 24° 42' 43" W. 468.02 feet;

Thence S. 65° 17' 19" W. 54.91 feet;

Thence S. 24° 00' 21" W. 183.61 feet;

Thence S. 63° 10' 39" W. 45.88 feet;

Thence S. 17° 45' 35" W. 72.78 feet to a point on the northeasterly line of said Block 275;

Thence S. 5° 56' 55" W. 145.24 feet to the point of beginning;

Together with that portion of vacated 15th Street as vacated by ordinance No. 1676-90 of the City of Everett, recorded under Auditor's File number 9005080076, which would attach by operation of law.

Situated in the City of Everett, Snohomish County, Washington

Description of Lease: Definite Term Lease dated July 1, 1997 between The Burlington Northern and Santa Fe Railway Company and Meridian Aggregates Company, a Montana corporation (now known as Meridian Granite Company, a Delaware corporation), which Lease is evidenced by a Memorandum recorded _____, 1999 under Auditor's File No. _____.

The record owner of such real property is The Burlington Northern and Santa Fe Railway, successor by merger to Great Northern Railway Company and the St. Paul Minneapolis & Manitoba Railway Company, a Delaware corporation.

7. **GRANITE FALLS, SNOHOMISH COUNTY, WASHINGTON**

Legal Description

Leasehold interest in the following described real property:

The following real property located in the County of Snohomish, State of Washington:

The Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section Eight, Township Thirty North, Range Seven East, W.M., except existing roads;

and the

Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section Seventeen, Township Thirty North, Range Seven East, W.M., except existing roads;

Excepting that portion thereof within the bed or former bed of the Stillaguamish River; and

Excepting therefrom the 100 foot Right of Way as conveyed to Everett and Monte Cristo Railway by Right of Way Deed recorded December 30, 1892 in Volume 30 of Deeds, Page 37, Auditor's File No. 22581.

Also except that portion thereof lying northerly of the Stillaguamish River.

Description of Lease: Lease dated as of September 25, 1992 between Donald L. Ginsberg and Laila Ann Ginsberg, husband and wife, as lessor and Meridian Aggregates Company, a Montana corporation (now known as Meridian Granite Company, a Delaware corporation), as lessee, a Memorandum of which is recorded under Recording No. 9210060269, in the Snohomish County Recorder's Office.

The record owner of such real property is The Gins Group, LLC.

