

Return Address:

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201 N. Tryon Street, Charlotte, North Carolina 28202



199910180012

Kathy Hill, Skagit County Auditor

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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 Aggregates 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 Aggregates Company,
a Limited Partnership
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 Schedule B attached hereto and by this reference incorporated herein and made a part hereof. Some or all of the property described in Schedule B relate to the real property described on Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.


**ATTACHMENT I
TO UCC-1 Financing Statements**

Meridian Aggregates Company, a Limited Partnership

By: Meridian Aggregates Investments, LLC , its General Partner

By: MAC Acquisitions, Inc., its Managing Member

By:


Jeffrey S. Schaffer, Vice President



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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.



**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 of 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).



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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.

