



200301100182

Skagit County Auditor

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Return Address:

Shannon L. Crombie, Esquire  
Buchanan Ingersoll Professional Corporation  
One Oxford Centre  
301 Grant Street, 20th Floor  
Pittsburgh, PA 15219-1410

### UCC-2 Fixture Filing (County Auditor)

File for record in real estate records.

All indexing information required effective 1/97 by RCW 36.18 and RCW 65.04 is included on this form. (No reference number required)

1. Debtor(s): (last name first, and mailing address(es)) Great Northern Properties Limited Partnership 1658 Cole Boulevard, Building #6, Suite 2 Golden CO 80401  Additional debtor names on page(s) _____	2. Secured Party(ies) and address(es): PNC Bank, National Association One PNC Plaza, 249 Fifth Avenue Pittsburgh PA 15222  Additional secured parties on page(s) _____	3. Assignee(s) of Secured Party(ies) and address(es):   Additional assignee names on page(s) _____
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Legal Description (abbreviated):

Additional Legal Description  stated below, or on page(s) 3 of attachments

Assessor's Property Tax Parcel/Account Number: P 30618 4-346

This filing covers the following types of items of property  
For real property description see Exhibit A attached hereto and made a part hereof.  
For collateral description see Exhibit B attached hereto and made a part hereof.

4.  The debtor is record owner, or enter record owner name:

4a.  Products of collateral are also covered.

CSC ID: 183673 WA-Skagit County

5. 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 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 recording has lapsed, or
- (d)  acquired after a change of name, identity, or corporate structure of the debtor(s).

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

Original record number \_\_\_\_\_

Office where recorded \_\_\_\_\_

Former name of debtor(s) \_\_\_\_\_

Dated \_\_\_\_\_, 19 \_\_\_\_\_

Great Northern Properties Limited Partnership

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

See attached for signature

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

County: WA-Skagit County

USE IF APPLICABLE:  
PNC Bank, National Association.

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

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

**Debtor: Great Northern Properties Limited Partnership**  
**Secured Party: PNC Bank, National Association**

**SIGNATURE PAGE TO FINANCING STATEMENT**

**DEBTOR**

GREAT NORTHERN PROPERTIES  
LIMITED PARTNERSHIP, a Delaware  
limited partnership

By: GNP Management Corporation, a  
Delaware corporation, its general partner

By: *Dwight L. Dunlap*  
Name: Dwight L. Dunlap  
Title: Secretary, Treasurer and Chief  
Financial Officer



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**Debtor: Great Northern Properties Limited Partnership**  
**Secured Party: PNC Bank, National Association**

**EXHIBIT A**

**LEGAL DESCRIPTION**

**SEE ATTACHED**



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# Exhibit A

## Washington

Twp	Rng	Sec	Description
34N	SE	1	Lots 2,3, SE 1/4 NW 1/4
34N	SE	10	NE 1/4 NE 1/4
34N	SE	11	NE 1/4 NE 1/4
34N	SE	2	SW 1/4
34N	SE	3	Lot 7, E 1/2 SW 1/4
34N	SE	10	W 1/2 NE 1/4; SE 1/4 NE 1/4
34N	SE	3	SW 1/4 SW 1/4
34N	SE	31	FRL. SE 1/4
34N	SE	32	FRL. S 1/2 S 1/2
34N	SE	33	W 1/2 SW 1/4; SE 1/4 SW 1/4; SW 1/4 SE 1/4
34N	SE	34	SW 1/4
34N	SE	4	Lots 5,11,12, N 1/2 SW 1/4; SE 1/4 SW 1/4
34N	SE	5	Lots 5,6,12
34N	SE	6	Lots 7,9,10,11, NE 1/4 SW 1/4; N 1/2 SE 1/4
34N	SE	9	SE 1/4 NE 1/4; W 1/2 NE 1/4
35N	SE	6	Lot 1, SE 1/4 SE 1/4
36N	SE	36	NE 1/4 NE 1/4; S 1/2 NE 1/4; SW 1/4; N 1/2 SE 1/4; SW 1/4 SE 1/4; W 1/2 SE 1/4 SE 1/4, Less property conveyed by Deed dated April 26, 2001.
36N	SE	1	Lot 10, S 1/2 SE 1/4
36N	SE	20	SE 1/4 SE 1/4
36N	SE	21	Lots 4,5,12,13
36N	SE	28	Lot 6
36N	SE	9	Lots 1,8,9



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**Debtor: Great Northern Properties Limited Partnership**  
**Secured Party: PNC Bank, National Association**

**EXHIBIT B**

**COLLATERAL DESCRIPTION**

All of Debtor's rights, title and interest, whether now owned or hereafter acquired, in and to all of the hereafter described properties, rights and interests, namely:

- (a) the Lands and all interests therein,
- (b) the Coal that is:
  - (i) on, in, or under, extending from or into
  - (ii) produced or to be produced from
  - (iii) stored, handled, processed, or refined or to be stored, handled, processed, or refined on and/or
  - (iv) transported or marketed or to be transported or marketed on or from

all or any part of the Lands or any other lands any production from which (or profits or proceeds from such production) is attributed to any interest in Lands or any interest described in Exhibit A,

- (c) the Coal Leases,
- (d) the Other Leases,
- (e) the Water Rights (including, without limitation, any identified on Exhibit A),
- (f) all easements, rights-of-way, licenses and privileges belonging to or appurtenant to the Lands,
- (g) all other records and data of the Debtor related to the mining and production of Coal, including without limitation all engineering and mining plans, data, surveys, assessments, appraisals and reports,
- (h) and, in any event, all General Intangibles, Accounts, As-extracted Collateral, Contract Rights, Chattel Paper, Documents, Goods,



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Equipment, Fixtures, Inventory, Mortgages, Proceeds, Chattel Paper Documents, Instruments, Software, Investment Property, Letters of Credit, Letter of Credit Rights, Commercial Tort Claims, Health Care Insurance Receivables, Payment Intangibles, Deposit Accounts, Supporting Obligations and Proceeds,

and together with any and all corrections or amendments to, or renewals, extensions or ratifications of, or replacements or substitutions for, any of the same, or any instrument relating thereto, and all contracts, contract rights, title instruments, title opinions, land status reports, title abstracts, title materials and information, files, records, writings, data bases, information, systems, maps, plats, surveys, geological and geophysical (including, without limitation, electrical, electromagnetic, gravity, and seismic), geochemical, and radiometric data and information, drilling data, test data, mineral samples (including, without limitation, reserve or deposit studies or evaluations), mine feasibility reports, mine development studies and plans, information concerning exploration and development of deposits of Coal (including information concerning mine operation, shutdown, and closure and concerning reclamation of lands and other resources affected by mining), environmental data and related information and reports and studies, computer hardware, and software and all documentation therefor or relating thereto (including, without limitation, all licenses relating to or covering such computer hardware, software and/or documentation), trade secrets, business names and the goodwill of the business relating thereto, lease records (including rental and royalty payment records), financial statements and audits, reclamation plans and related data and reports, insurance policies, information and data and reports regarding the products and proceeds of mine operations (including, without limitation, quantities produced, proceeds from sale or other disposition, and disbursement of proceeds to persons entitled to a share thereof), right-of-way, franchises, easements, servitudes, permits, licenses, tenements, hereditaments, appurtenances, condemnation awards, rents, royalties, overriding royalties, revenues, income, returns, issues, profits, products, proceeds, whether now or hereafter existing or arising, used or useful in connection with, covering, relating to, or arising from or in connection with, any of the aforesaid in this granting clause referenced, and all other things of value and incident thereto which the Debtor might at any time have or be entitled to (including, without limitation, any and all liens, lien rights and security interests, and all properties, rights and interests, whether now or hereafter existing or arising, that may be used or useful in connection with mining Coal from all or any part of the Lands, or any other lands any production from which, or the profits or proceeds from such production, is attributed to any interest in the Lands or to any interest described in Exhibit A, or in connection with any related activities),

all the aforesaid properties, rights and interest, together with any additions thereto, being herein called the "Collateral."

For purposes of this instrument, capitalized terms shall have the following meanings:

A. "Coal" shall mean all of the coal, including without limitation bituminous and sub-bituminous coal, and lignite, severed from or located on the Lands, together with all of the in-place Coal located in, on or under the Lands. With respect to properties hereafter acquired



by Debtor, "Coal" means in-place, produced and severed Coal, as to such properties which are mortgageable and produced and severed Coal, as to such properties which are not mortgageable;

B. "Coal Leases" shall mean collectively, and individually: (i) that certain mining lease of coal lands generally referred to by the Debtor as IL003, dated as of December 17, 1964, between Debtor, as successor-in-interest to the Chicago Burlington & Quincy Railroad Company and American National Bank and Trust company of Chicago, not individually, but as Trustee under Trust Agreement dated November 16, 1964, and known as Trust No. 19830, which Lease covers certain coal and mineral lands and related rights and interests in Montgomery and Macoupin Counties, Illinois; (ii) that certain coal lease generally referred to by the Debtor as MT019, dated as of March 6, 1979, between Debtor, as successor-in-interest to Peabody Coal Company and Consolidation Coal Company, a Delaware corporation, which Lease covers certain coal and mineral lands and related rights and interests in Powder River County, Montana; (iii) that certain coal lease generally referred to by the Debtor as MT021, dated as of August 11, 1988, but effective April 1, 1987, between Debtor, as successor-in-interest to Meridian Minerals Company and Consolidation Coal Company, a Delaware corporation, which Lease covers certain coal and mineral lands and related rights and interests in Powder River County, Montana; (iv) that certain amended and restated lease generally referred to by the Debtor as MT034, dated as of April 4, 1989, but effective November 1, 1986 between Debtor as successor in interest to Meridian Minerals Company and Peabody Development Company, a Delaware corporation, which lease covers certain coal and mineral lands and related rights and interests in Rosebud County, Montana; (v) that certain coal lease generally referred to by the Debtor as IL002, dated as of April 1, 1961 between Debtor, as successor-in-interest to the Chicago, Burlington & Quincy Railroad Company and American National Bank and Trust Company of Chicago, not individually, but as Trustee under Trust Agreement dated April 1, 1961, and known as Trust No. 16832, which Lease covers certain coal and mineral lands and related rights and interests in Montgomery County, Illinois; (vi) that certain amended and restated mining lease of coal lands generally referred to by the Debtor as WA001, dated and effective January 1, 1996 between Debtor and Pacificorp, an Oregon corporation which Lease covers certain coal and mineral lands and related rights and interests in Lewis County, Washington, and (vii) any and all present or future leases executed by or on behalf of Debtor and relating to the recovery of Coal on any portion of the Lands, as any or all of the same may be amended, supplemented, renewed or replaced from time to time, and including any guaranties of the performance of any lessee or sublessee thereunder.

C. "Lands" shall include any lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference to another instrument or document.

D. "Leases" shall mean, collectively the Coal Leases and the Other Leases.

E. "Other Leases" shall mean any leases, other than Coal Leases, executed and delivered by or on behalf of Debtor, but including without limitation, subleases, assignments, options, licenses, concessions, work agreements, joint venture agreements, partnerships (including mining partnerships), exploration agreements, operating agreements, surface use agreements and surface use and damage agreements, subsidence agreements, easements, licenses,



net profits agreements, royalty agreements, nominee agreements, options, and all other conveyances, transfers, agreements, or arrangements (whether mineral or otherwise, whether previously or hereafter made, and whether existing now or hereafter including, without limitation, those shown on Exhibit A) relating to all or any part of the Lands or to any other lands any production from which, or profits or proceeds from such production, is attributed to any interest in Lands or to any interest described in Exhibit A, together with all rentals, royalties, and other rights of the Debtor thereunder; the term "Other Leases" shall not apply to Coal Leases.

F. "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect from time to time in the State of Montana and the terms "Accounts," "As-extracted Collateral," "Chattel Paper" (including, without limitation, Electronic Chattel Paper), "Chattel Paper Documents," "Contract Rights," "Documents," "Instruments," "Software," "Investment Property," "Letters of Credit," "Letter of Credit Rights," "Commercial Tort Claims" as listed on Schedule B of that certain Amended and Restated Security Agreement dated October 17, 2002 between Debtor and Secured Party (as such Schedule is amended or supplemented from time to time), "Health Care Insurance Receivables," "General Intangibles," "Payment Intangibles," "Deposit Accounts," "Goods," "Equipment," "Fixtures," "Instruments," "Inventory," "Supporting Obligations," and "Proceeds" shall have the respective meanings assigned to such terms in the Uniform Commercial Code.

G. "Water Rights" shall mean all now or hereafter existing or acquired water and water rights, reservoirs and reservoir rights, ditches and ditch rights, wells and well rights, whether evidenced or initiated by permit, decree, well registration, appropriation not decreed, water court application, shares of stock or other interests in mutual ditch or reservoir companies or carrier ditch or reservoir companies or otherwise, appertaining or appurtenant to or beneficially used or useful in connection with the Lands, together with all pumps, well casings, wellhead, electrical installations, pumphouses, meters, monitoring systems, parshall flumes or other measuring devices, pipes, pipelines, and other structures or personal property which are or may be used to produce, regulate, measure, distribute, store, or use water from the said water and water rights, reservoirs and reservoir rights, ditches and ditch rights, wells and well rights.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.



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