



200303210236
Skagit County Auditor

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACK

Return To

National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Hexcel Corporation

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

Two Stamford Plaza, 281 Tresser Boulevard

Stamford

STATE

CT

POSTAL CODE

06901

COUNTRY

US

1d. TAX ID#: SS OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

corporation

1f. JURISDICTION OF ORGANIZATION

Delaware

1g. ORGANIZATIONAL I.D. #, if any

2003924

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID#: SS OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL I.D. #, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

HSBC Bank USA, as Joint Collateral Agent

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

452 Fifth Avenue

New York

STATE

NY

POSTAL CODE

10018-2706

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and by this reference incorporated herein for a description of the Collateral.

lots 52-54 Skagit Regional Airport Bldg
Parcel Number: 8012-000-053-0100
P6264 70169 PS5194

Filed with: real estate records Skagit County, WA

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSOR/LESSEE ☐ CONSIGNOR/CONSIGNEE ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL



ESTATE RECORDS

Attach Addendum

(if applicable)

7. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s)

[ADDITIONAL FEE]

[optional]

☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

123615-2

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Hexcel Corporation

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one name (11a or 11b) – do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL I.D. #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME – insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

The above Collateral includes items which are or are to become fixtures on the real property described in Exhibit A attached hereto.

Tax Parcel Number: 8012-000-053-0100 P6264
70169 PS5194

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:



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17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years.

☐ Filed in connection with a Public-Finance Transaction – effective 30 years.

123615-3

SCHEDULE "A" TO UCC-1 FINANCING STATEMENT

DEBTOR:

HEXCEL CORPORATION, a Delaware corporation

SECURED PARTY:

HSBC Bank USA, as Joint Collateral Agent

DATE: March 19, 2003

This financing statement is filed pursuant to a certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of the date hereof, made by Debtor to Chicago Title Insurance Company of King County, Washington as Trustee for the benefit of Secured Party (as the same may from time to time be extended, renewed, supplemented or modified, the "Deed of Trust"), covering the following items of property:

Debtor (i) is the owner of a leasehold estate in the parcels of real property, if any, described on Exhibit A attached hereto (the "Leased Land"; sometimes referred to herein as the "Land") pursuant to those respective agreement(s) described on Exhibit A-2 attached hereto (as each of such agreements maybe amended, supplemented or otherwise modified from time to time, each an "Encumbered Lease") and (ii) owns all of the buildings, improvements, structures and fixtures now or subsequently located on the Land (the "Improvements"; the Land and the Improvements being collectively referred to as the "Real Estate").

- a. the Real Estate;
- b. the leasehold estate created under and by virtue of each Encumbered Lease, any interest in any fee, greater or lesser title to the Leased Land and improvements located thereon that Debtor may own or hereafter acquire (whether acquired pursuant to a right or option contained in any Encumbered Lease or otherwise) and all credits, deposits, options, privileges and rights of Debtor under each Encumbered 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 any Encumbered Lease for a succeeding term or terms, (iv) this right, if any, to purchase the Leased Land and Improvements located thereon and (v) the right to terminate or modify any Encumbered Lease); all of Debtor's claims and rights to the payment of damages arising under the Bankruptcy Code from any rejection of any Encumbered Lease by any lessor thereunder or any other party, together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining thereto, and all of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now owned or hereafter acquired;
- c. all the estate, right, title, claim or demand whatsoever of Debtor, in possession or expectancy, in and to the Real Estate or any part thereof;



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, mineral rights 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 of the fixtures, machinery, equipment and other personal property, and all appurtenances and additions thereto and substitutions or replacements thereof currently owned or subsequently acquired by Debtor and now or subsequently attached to, or used in any way in connection with any operation or letting of the Real Estate (the "Equipment");

f. 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;

g. all right, title and interest of Debtor in, to and under all leases, subleases, underlettings, concession agreements and management 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, 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 Trust Property (as defined below) (collectively, the "Rents");

h. all right, title and interest of Debtor in and to (i) all contracts from time to time in effect relating to the maintenance, repair, operation, occupancy of the Real Estate or Equipment or any part thereof and to the purchase or lease of any portion of the Real Estate, together with the right to exercise such options and all leases of Equipment (collectively, the "Contracts"), (ii) all building permits, certificates of occupancy and similar 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.

i. all real estate tax refunds and insurance proceeds relating to the Real Estate;

j. all proceeds, both cash and noncash, of the foregoing; and

k. all other or greater rights and interests of every nature in the Real Estate and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

(All of the foregoing property and rights and interests now owned or held or subsequently acquired or leased by Debtor are collectively referred to as the "Trust Property").



EXHIBIT A

Legal Description

Lots 52, 53, 54, 76, 77, 78, 79 and 80, SKAGIT REGIONAL AIRPORT BINDING SITE PLAN – PHASE I, recorded in Book 7 of Short Plats, pages 111 through 120, under Auditor's File No. 8608250002, records of Skagit County, Washington; being a portion of Section 33 and 34, Township 35 North, Range 3 East of the Willamette Meridian.

Situated in Skagit County, Washington



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EXHIBIT A-1

Location Sketch



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Location Sketch

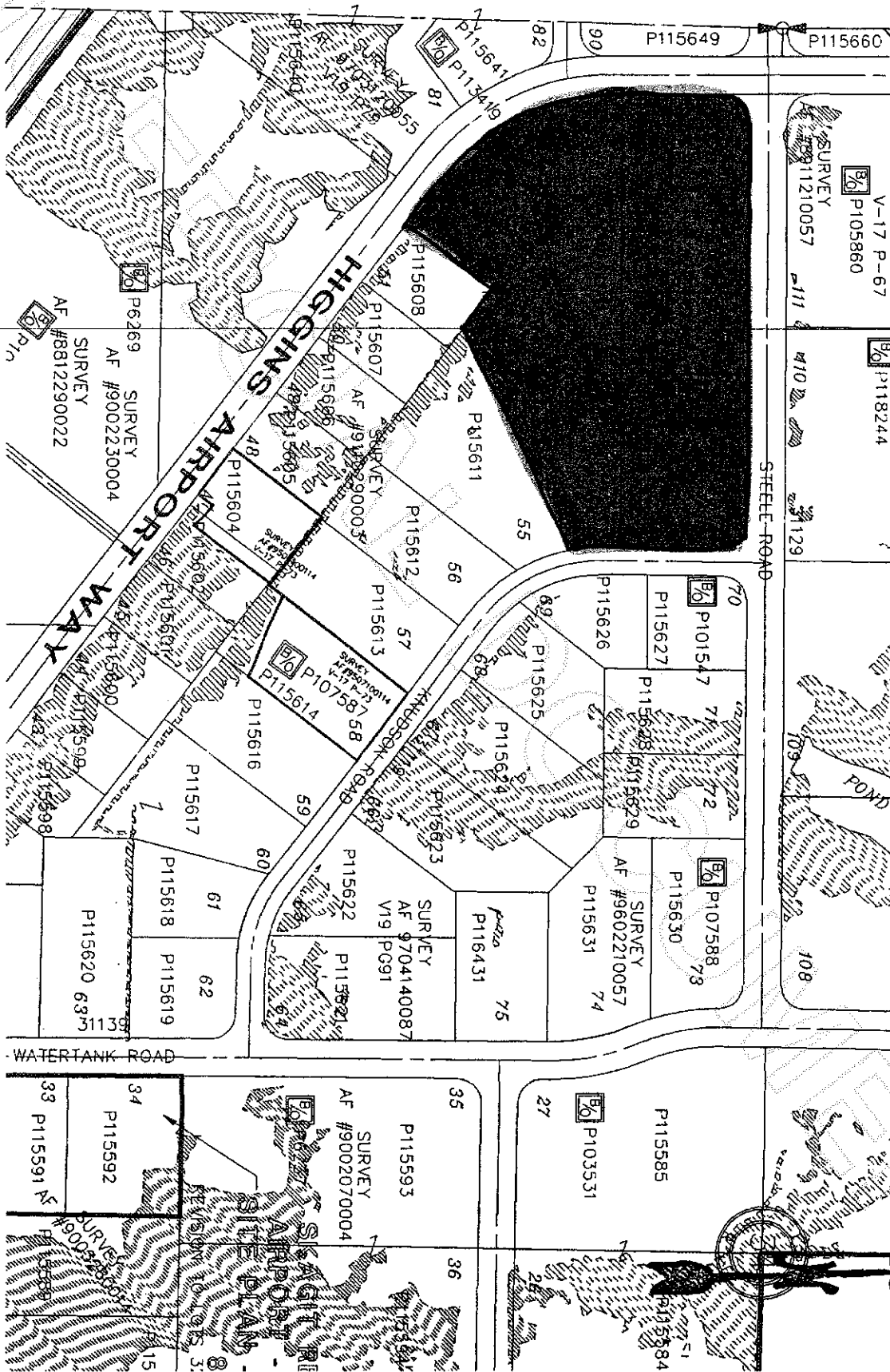


Exhibit A-2

Description of the Encumbered Lease(s)

Leasehold Estate as created in that certain Lease Agreement executed by the Port of Skagit County and Oran N. Jones and Patricia C. Jones d/b/a WEST DIVERSIFIED INVESTMENTS, dated September 5, 1989, as assigned by that certain Assignment of Lease, dated December 11, 1989 to Hexcel Corporation, notice of which is given by memorandum filed for record on March 28, 2002, recorded under Auditor's File No. 200203280077, records of Skagit County, Washington.

