


UNOFFICIAL DOCUMENT



200308080015  
Skagit County Auditor  
8/8/2003 Page 1 of 5 8:59AM

THIS INSTRUMENT WAS PREPARED  
BY AND WHEN RECORDED AND/OR  
FILED PLEASE RETURN TO:

SKAGIT COUNTY, WASHINGTON

Michael A. Donadee, Esq.  
Buchanan Ingersoll Professional Corp.  
One Oxford Centre, 20th Floor  
301 Grant Street  
Pittsburgh, Pa 15219-1410

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FIRST AMENDMENT TO  
DEED OF TRUST, ASSIGNMENT OF PRODUCTION,  
SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING

**Grantor:** GREAT NORTHERN PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership

**Beneficiary:** PNC BANK, NATIONAL ASSOCIATION, a national banking association

**Deed of Trust Trustee:** Chicago Title Insurance Company

**FIRST AMENDMENT  
TO  
DEED OF TRUST, ASSIGNMENT OF PRODUCTION,  
SECURITY AGREEMENT, FINANCING STATEMENT  
AND FIXTURE FILING**

This First Amendment to Deed of Trust, Assignment of Production, Security Agreement, Financing Statement and Fixture Filing (this "First Amendment") is executed the 29th day of July, 2003, to be effective as of December 27, 2002, by and between GREAT NORTHERN PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, with offices at 1658 Cole Boulevard, Building #6, Suite 2, Golden, CO 80401, as Grantor ("Grantor"), in favor of Chicago Title Insurance Company, as Trustee ("Trustee"), for the benefit of PNC BANK, NATIONAL ASSOCIATION, a national banking association, with offices at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222, as Beneficiary ("Beneficiary").

**RECITALS**

(a) Effective as of December 27, 2002, Grantor executed and delivered to Trustee for the benefit of Beneficiary, a certain Deed of Trust, Assignment of Production, Security Agreement, Financing Statement and Fixture Filing (the "Deed of Trust"), which Deed of Trust encumbered, inter alia, certain real property, coal, coal leases, mineral and other related and appurtenant interests of the Grantor, as further set forth in the Deed of Trust and the Exhibits thereto, located in Skagit County, Washington, all of which is defined in the Deed of Trust as the Mortgaged Property.

(b) The Deed of Trust was recorded in Skagit County, Washington, on January 10, 2000, listed as Document Number 200301100181.

(c) It is the intent of the parties that the Deed of Trust be amended to provide that the Mortgaged Property excludes any enclosed buildings or structures that may be located on the Lands or on any properties that are subject to any of the Leases.

Therefore, in consideration of the Term Loan, intending to be legally bound hereby, Grantor and Beneficiary covenant and agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference as if set forth in full.
2. Use of Capitalized Terms. All capitalized terms used in this First Amendment, but not defined herein or by reference, shall have the meanings set forth in the Deed of Trust.



200308080015  
Skagit County Auditor

3. Amendment of Description of Mortgaged Property. The Deed of Trust is hereby amended and modified by incorporating the following paragraph into the Deed of Trust, on page 7 thereof, immediately before the paragraph that begins "TO HAVE AND TO HOLD. . . .":

Notwithstanding anything set forth above, or elsewhere in this Deed of Trust, or in any Exhibit hereto, the Mortgaged Property shall not include, and shall not be construed to include, any buildings or other enclosed structures located on any portion of the Lands or that may otherwise be located on any properties that are subject to any of the Leases.

4. Ratification of Deed of Trust. Except as modified by this First Amendment, all terms, covenants and conditions set forth in the Deed of Trust, together with all representations and warranties made therein, shall remain valid, effective and in force, and are hereby ratified and affirmed.

5. Recordation of this First Amendment. This First Amendment shall be recorded in Skagit County, Washington, and the Recorder of that County is requested and directed to indicate the recordation of this First Amendment together with the Deed of Trust as recorded in that County on January 10, 2003, as indicated above.

6. Successors and Assigns. This First Amendment shall be binding on the parties hereto and upon their respective successors and assigns.

7. Counterparts. This First Amendment may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

**[remainder of page intentionally left blank]**



200308080015  
Skagit County Auditor

8/8/2003 Page 3 of 5 8:59AM

[SIGNATURE PAGE - FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING]

IN WITNESS WHEREOF, the Grantor has executed or caused to be executed this First Amendment to Deed of Trust, Assignment of Production, Security Agreement, Financing Statement and Fixture Filing as of the day, month and year first above written.

**GRANTOR AND 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

Mailing Address:  
1658 Cole Boulevard  
Building #6, Suite 2  
Golden, CO 80401

STATE OF Texas  
COUNTY OF Harris County

On this the 2<sup>nd</sup> day of July, 2003, before me personally appeared Dwight L. Dunlap, to me known to be the Secretary, Treasurer and Chief Financial Officer of the corporation that executed the within and foregoing instrument as general partner of Great Northern Properties Limited Partnership, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said limited partnership.

In witness whereof, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

(Seal)

Faith Azure Trevino  
(Signature of person taking acknowledgment)  
Faith Azure Trevino  
(Printed Name)

Residing at: Harris County  
Notary Public, State of Texas  
(Title or rank)



200308080015  
Skagit County Auditor

(Serial number, if any)


My commission expires: February 18, 2007

[SIGNATURE PAGE - FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF PRODUCTION,  
SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING]

ACCEPTED AND AGREED TO:

**BENEFICIARY AND SECURED PARTY:**

**PNC BANK, NATIONAL ASSOCIATION,  
a national banking association**

By:   
Name: Christopher N. Moravec  
Title: Senior Vice President

The mailing address of the Beneficiary is:

One PNC Plaza  
249 Fifth Avenue  
Pittsburgh, PA 15222

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this the 30<sup>th</sup> day of July, 2003, before me personally appeared Christopher N. Moravec, to me known to be a Senior Vice President of PNC Bank, National Association, a national banking association, the Beneficiary, and acknowledged the said instrument to be the free and voluntary act and deed of said national banking association, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said national banking association.

In witness whereof, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

(Seal)



200308080015  
Skagit County Auditor

8/8/2003 Page 5 of 5 8:59AM



(Signature of person taking acknowledgment)

Frances Balach  
(Printed Name)

Residing at: Allegheny County

notary public  
(Title or rank)

(Serial number, if any)

Notarial Seal  
Frances Balach, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Aug. 19, 2006

My commission expires:

Member, Pennsylvania Association Of Notaries