



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Brenda Lambert (704) 444-2000	
B. E-MAIL CONTACT AT SUBMITTER (optional) brenda.lambert@katten.com	
C. SEND ACKNOWLEDGMENT TO (Name and Address) Katten Muchin Rosenman LLP 550 S. Tryon Street Suite 2900 Charlotte, NC 28202-4213	

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME MINA PROPERTIES IV LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1418 Market Street	Kirkland	WA	98033	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME MINA PROPERTIES V LLC				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1418 Market Street	Kirkland	WA	98033	USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNOR of ASSIGNOR SECURED PARTY): Provide only one Secured Party name: (3a or 3b)

3a ORGANIZATION'S NAME RED FOX CAPITAL MORTGAGE FUND, LP				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
P.O. Box 11065	Charlotte	NC	28220	USA

4. COLLATERAL: This financing statement covers the following collateral:

See Schedule A attached hereto and made a part hereof.

Abbreviated Legal Description: Lot 13, Sedro Acreage, except ptn
Parcel Number(s): 41700000130001

Abbreviated Legal Description: ptn NE NW, 24-35-4
Parcel Number(s): 35042420030208, 35042420031300 and p134086

Abbreviated Legal Description: Lot 4, SP 91-089, AF #9203080020, being a ptn Sec. 34-35N-R3 E WM
Parcel Number(s): 35033420010100 and p105955

5. Check only if applicable and check only one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check only one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check only if applicable and check only one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Filed with: WA - Skagit County (391974.00056)	
F#950325 A#1299561	

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement, if line 1b was left blank because the original Debtor name did not fit, check here <input type="checkbox"/>	
9a. ORGANIZATION'S NAME MINA PROPERTIES IV LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY	

10. DEBTOR'S NAME: Provide (10a or 10b) only <u>one</u> additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name, do not omit, modify or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c.					
10a. ORGANIZATION'S NAME MINA PROPERTIES VI LLC					
OR					
10b. INDIVIDUAL'S SURNAME					
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX	
10c. MAILING ADDRESS 1418 Market Street		CITY Kirkland	STATE WA	POSTAL CODE 98033	COUNTRY USA

11. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)					
11a. ORGANIZATION'S NAME					
OR					
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (to be recorded) in the REAL ESTATE RECORDS (if applicable).	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. Description of real estate See Exhibit A attached hereto and incorporated herein by reference.
Abbreviated Legal Description: Lot 4, SP 91-089, AF #9203080020, being a ptn Sec. 34-35N-R3 E WM Parcel Number(s): 35033420010100 and p105955	

17. MISCELLANEOUS:

SCHEDULE A TO UCC-1 FINANCING STATEMENT**MINA PROPERTIES IV LLC; MINA PROPERTIES V LLC and MINA PROPERTIES VI LLC**

collectively, as Debtor

to

RED FOX CAPITAL MORTGAGE FUND, LP, as Secured Party

All of Debtor's right, title, and interest, whether now owned or hereafter acquired, in and to the following property (the "**Property**"):

(A) All those certain parcels of real property, located in the State of Washington, (the "**Real Estate**"), which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Deed of Trust and Security Agreement given by Debtor in favor of Secured Party, as the same may be amended, supplemented, replaced or otherwise modified from time to time (the "**Security Instrument**"), encumbering the land as more particularly described on Exhibit A attached hereto and made a part hereof, regardless of ownership thereof:

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (the "**Improvements**");

(C) Any and all fixtures, machinery, equipment and other articles of real, personal or mixed property, belonging to Debtor, at any time now or hereafter installed in, attached to or situated in or upon the Real Estate, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the "**Service Equipment**"), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Real Estate during the course of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements

therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

(D) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the "**Leases**"); all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Estate, Improvements, Service Equipment or all or any other portion of the Property including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the "**Rents**"); all of the following personal property (collectively referred to as the "**Contracts**"): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the Real Estate, Improvements, Service Equipment or all or any other portion of the Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property;

(E) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Real Estate, Improvements or all or any other portion of the Property; all means of access to and from the Real Estate, Improvements or all or any other portion of the Property, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Real Estate, Improvements or all or any other portion of the Property; all rights of Debtor as declarant or unit owner under any declaration of condominium or association applicable to the Real Estate, Improvements or all or any other portion of the Property including, without limitation, all development rights and special declarant rights; and all other claims or demands of Debtor, either at law or in equity, in possession or expectancy of, in, or to the Real Estate, Improvements or all or any other portion of the Property (all of the foregoing described in this subsection E herein called the "**Appurtenances**"); and

(F) Any and all "proceeds" of any of the above-described Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code (the "**Code**") of the State in which the Property is located (collectively, the "**Proceeds**") and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash,

including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

All capitalized terms not defined in Schedule A shall have their respective meanings set forth in the Deed of Trust (as defined in that certain Term Loan Agreement between Mina Properties VIII LLC and Secured Party (the "**Loan Agreement**")), and if not defined in the Deed of Trust, then as defined in the Loan Agreement.

EXHIBIT A**Legal Description****601 West State Street, Sedro Woolley, WA 98284**

LOT 13, "SEDRO ACREAGE", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THE NORTH 15 FEET OF THE EAST 5 FEET AND ALL THAT PORTION OF SAID LOT 13 LYING NORTHERLY OF THE FOLLOWING DESCRIBED RIGHT OF WAY LINE:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13;
THENCE SOUTH 5 FEET;
THENCE WEST ALONG A LINE WHICH IS PARALLEL TO AND 5 FEET SOUTH OF THE SOUTH LINE OF WEST STATE STREET, A DISTANCE OF 80.79 FEET;
THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°38'27" AND A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 89.47 FEET;
THENCE SOUTHWESTERLY ALONG A LINE WHICH IS PARALLEL TO AND 60 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY, A DISTANCE OF 337.20 FEET;
THENCE ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 63°00'00" AND A RADIUS OF 110.00 FEET, AN ARC DISTANCE OF 120.95 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AND THE TERMINUS OF THIS RIGHT OF WAY LINE.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

201 East Jones Road, Sedro Woolley, WA 98284

That part of the Northeast Quarter of the Northwest Quarter of Section 24, Township 35 North, Range 4 East, W.M., lying West of the Northern Pacific Railway right-of-way and South of the Puget Sound and Baker River Railway right-of-way;

TOGETHER WITH that portion of the Northeast Quarter of the Northwest Quarter of Section 24, Township 35 North, Range 4 East, W.M. described as follows:

Beginning at the Northeast corner of that certain tract conveyed by Patrick A. Rimmer Family Limited Partnership to the City of Sedro-Woolley by deed filed under Skagit County Auditor's File No. 200912220005;
thence N 2°42'09"W, a distance of 57.45 feet;
thence S 88°22'21"W, a distance of 70.53 feet;
thence S 2°25'31"E, a distance of 194.38 feet to a point on the North line of Michael Street at a curve concave to the Northwest which radius point lies N 17°47'52"W, a distance of 15.50 feet;
thence Northeasterly along said curve through a central angle of 74°54'04", and an arc distance of 20.26 feet to a point on the West line of Patrick Street;
thence N 2°42'11"W along the West line of Patrick Street, a distance of 120.62 feet to the Northwest corner of said City of Sedro-Woolley parcel;
thence N 87°17'51"E, a distance of 60.00 feet to the point of beginning. EXCEPT ditch rights-of-way;

ALSO EXCEPT road rights-of-way including those known as the Sapp Road and the East Jones Road

along the Easterly and North lines thereof.

AND EXCEPT that portion conveyed to the City of Sedro Woolley by deed recorded November 25, 2008 under Auditor's File No. 200811250087,

AND EXCEPT that portion of the Northeast Quarter of the Northwest Quarter of Section 24, Township 35 North, Range 4 East, W.M. described as follows:

Commencing at the Northeast corner of Lot 4, Block 1, Moore's Addition to Woolley, as per plat recorded in Volume 2 of Plats, page 62, records of Skagit County, Washington;
running thence East along the north lines of Block 1 and 2, a distance of 355 feet to the point of beginning of this description;
thence North and parallel with the West line of the Northeast Quarter of the Northwest Quarter, a distance of 245 feet;
thence West and parallel with the North line of Moore's Addition, a distance of 284.47 feet;
thence South and parallel with the West line of the Northeast Quarter of the Northwest Quarter, a distance of 341.73 feet to a curve concave to the East which radius point lies N 78°57'09"E, a distance of 74.50 feet;
thence Southeasterly along said curve through a central angle of 31°41'04", and an arc distance of 41.20 feet to a point on the North line of State Route 20;
thence N 87°55'35"E along said North line, a distance of 255.51 feet;
thence N 2°26'37"W, a distance of 136.81 feet;
thence N 88°22'21"E, a distance of 5.35 feet to the point of beginning.

Situate in Skagit County, Washington.

15316 Josh Wilson Road, Burlington, WA 98223

LOT 4, SHORT PLAT NO. 91-089, APPROVED APRIL 8, 1992 AND RECORDED APRIL 8, 1992, UNDER AUDITOR'S FILE NO. 9204080020, IN VOLUME 10 OF SHORT PLATS, PAGE 72, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND A PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.