

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) <b>Mary Katherine Reed</b> (704) 444-2000	
B. E-MAIL CONTACT AT SUBMITTER (optional) marykatherine.reed@katten.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div style="border: 1px solid black; padding: 5px;"> <b>Katten Muchin Rosenman LLP</b>            550 S. Tryon Street            Suite 2900            Charlotte, NC 28202-4213         </div>	
<b>SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</b>	

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

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			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

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

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

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

See Schedule A attached hereto and made a part hereof.

ptn NE NW, 24-35-4

APN: 35042-2-003-0208/P90024 and 350424-2-003-1300/P134086

5. Check <u>only</u> if applicable and check <u>only</u> 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 <input type="checkbox"/>	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
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: <b>Filed with: WA - Skagit County (391974.00061)</b> <span style="float: right;"><b>F#950325</b> <b>A#1299561</b></span>	

**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 Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

MINA PROPERTIES VI 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 one 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

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME *or*  ASSIGNOR SECURED PARTY'S NAME: Provide only one 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.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

 covers timber to be cut covers as-extracted collateral 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.

17. MISCELLANEOUS:

**SCHEDULE A TO UCC-1 FINANCING STATEMENT****MINA PROPERTIES VI LLC, 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) That certain parcel 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 Investment Holdings, 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****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.