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**FIRST AMENDMENT TO DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING
STATEMENT**

TITLE OF DOCUMENT

RE: FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT

Book/Page or Volume/Page #: _____

Recording Date: _____

Check filled in for: \$ _____

LDS Order/Trans # A1554338-85 (7 pg)

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FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT
OF LEASES AND RENTS, SECURITY AGREEMENT
AND FINANCING STATEMENT

This FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment"), is made as of April 14, 1999 by and between MONROC, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (herein, together with its successors and assigns, the "Grantor"), having its office at 1730 Beck Street, Salt Lake City, Utah 84116, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Agent, a national banking association (herein in such capacity, together with its successors and assigns in such capacity, called the "Beneficiary"), for itself and the other Lenders (defined below), located at 231 South LaSalle Street, Chicago, Illinois 60697.

R E C I T A L S:

A. Original Credit Agreement. U.S. Aggregates, Inc. (the "Company") entered into a Third Amended and Restated Credit Agreement dated as of June 5, 1998 (as amended or otherwise modified from time to time, the "Original Credit Agreement"), with the Beneficiary, as Agent, and certain financial institutions, as lenders, (the "Lenders") pursuant to which such lenders agreed to make loans to the Company.

B. Original Deed of Trust. The Grantor executed and delivered to the Beneficiary, as Agent, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Original Deed of Trust"), dated as of June 5, 1998. The Original Deed of Trust was recorded on August 28, 1998 in the Recorder's Office of Summit County, Utah in Book 01177, at Pages 00787-00810 as Document No. 00516422. The Original Deed of Trust encumbers the real estate described on Exhibit A hereto.

C. First Amendment to Original Credit Agreement. The Company and the Lenders have entered into a First Amendment (the "First Amendment"), dated as of April 14, 1999, to the Original Credit Agreement. The Original Credit Agreement as amended by the First Amendment provides for loans ("Loans"), to be made by the Lenders to the Company in the aggregate amount of up to One Hundred Seventy-Five Million and No/100 Dollars (\$175,000,000.00). The Loans are due and payable no later than June 5, 2004. The Loans of each Lender are evidenced by a promissory note (collectively, the "Restated Notes" and individually a "Restated Note") dated as of the Effective Date

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(as defined in the Original Credit Agreement as amended by the First Amendment).

D. This Amendment. The Grantor and the Beneficiary have agreed to enter into this Amendment so that the Original Deed of Trust will reflect the changes effected by the First Amendment.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Grantor and the Beneficiary agree as follows:

1. The term "Credit Agreement" as used in the Original Deed of Trust shall mean the Original Credit Agreement as amended by the First Amendment.

2. The term "Notes" as used in the Original Deed of Trust shall mean the "Restated Notes" and the term "Note" shall mean a "Restated Note".

3. All references in the Original Deed of Trust to the "Deed of Trust" shall be deemed to mean and include the Original Deed of Trust as amended hereby.

4. The Grantor expressly agrees and understands that this Amendment shall not be construed as a novation of the Original Deed of Trust.

5. The Original Deed of Trust, as supplemented and amended hereby, is ratified and confirmed by the Grantor in its entirety.

6. The Grantor confirms that to the extent of \$155,000,000 the Original Deed of Trust as amended hereby secures the same indebtedness as was heretofore secured by the Original Deed of Trust.

7. Except as and to the extent amended by this Amendment, the Original Deed of Trust and all of the terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

8. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Deed of Trust on the day and year first above written.

MONROC, INC.,
a Delaware corporation

By: Maurice DeBoris
Name: Maurice DeBoris
Title: Asst. Treasurer

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION, as Agent

By: Sarah L. Hemmer
Name: Sarah L. Hemmer
Title: Vice President

This instrument was prepared
by

Rex A. Palmer, Esq.
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603

STATE OF California)
COUNTY OF San Mateo) SS.

I, Melissa R. Charlan, a Notary Public, do hereby certify that Maitan Do Boris, personally known to me to be the ~~Asst. Treasurer~~ president of MONROC, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such ~~Asst. Treasurer~~ president She signed and delivered the said document as ~~Asst. Treasurer~~ president of said corporation pursuant to authority given by the Board of Directors of said corporation as her her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

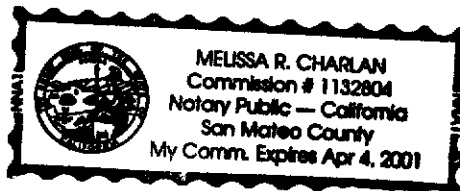
Given under my hand and notarial seal, this 7 day of July, 1999.

Melissa R. Charlan
Notary Public

Type or
Print Name: Melissa R. Charlan

My commission expires:

April 4, 2001

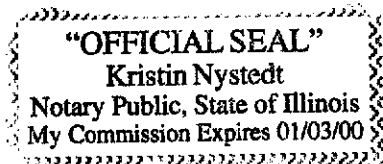


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STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in said State hereby certify that SARAH L. HEMMER, whose name as Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, is signed to the foregoing Amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as an act of said association.

Given under my hand and notarial seal, this 15th day of June, 1999.



Kristin Nystedt

Notary Public
My commission expires: 01/03/2000

PARK CITY PROPERTY

LEGAL DESCRIPTION

EXHIBIT A

BEGINNING at a point which is 1508.7 feet North and 1688.4 feet West from the Southeast Corner of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point also being North 47°00'23" 594.6 feet from the North boundary line of Utah State Highway No. U.S. 40 and running thence North 43°58'30" West along a boundary of Utah Power and Light Company property 475 feet; thence North 46°01'30" East along a boundary of Utah Power and Light Company property 458.5 feet; thence South 43°58'30" East 475 feet; thence South 46°01'30" West to the point of beginning.

SUBJECT TO a 60 foot easement and right of way along the Southeasterly border.

TOGETHER WITH an easement over the following described property:

BEGINNING on the Northeasterly boundary line of U.S. Highway No. 40 at a point 1103.2 feet North and 2123.3 feet West from the Southeast Corner of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 47°00'23" East 594.6 feet; thence North 43°58'30" West 60 feet; thence South 47°00'23" West 600 feet, more or less, to the Northeasterly boundary line of said U.S. Highway No. 40; thence Southeasterly along a curve to the left 60 feet, more or less, to the point of beginning.

LESS and EXCEPTING that portion known as Atkinson Road as it may exist across said land.

EXCEPTING THEREFROM any portion lying within the State Road Commission of Utah property as described in Deed in Book I at Page 45 of Official Records.

* * *

The above described property also known by the street address of:

4197 East Atkinson Road
Park City, UT 84098

* * *

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ACKNOWLEDGMENT
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