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BADLEY
SPELLMAN

Daniel W. Unti

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August 26, 2011

SENT VIA FEDEX

SENT VIA E-MAIL TO: SaddlerB@STB.DOT.GOV

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street S.W.
Washington, DC 20423-0001
ATTN: Ms. Cynthia T. Brown and
Ms. Barbara Saddler

RECORDATION NO. W 129 FILED

AUG 29 '11 -1 3 0 PM

SURFACE TRANSPORTATION BOARD

Re: Lafarge-Ross Island

Dear Ms. Brown and Ms. Saddler:

Enclosed please find for recording with the Surface Transportation Board a Security Agreement to be recorded pursuant to 49 U.S.C. §11301.

This document is a Security Agreement signed as of August 19, 2011.

The name and address of the parties to the Agreement are as follows:

Secured party:

Lafarge North America Inc.
5400 West Marginal Way, SW
Seattle, WA 98106-1517
ATTN: Lashanna Williams

Debtor:

Ross Island Sand & Gravel Company
4315 SE McLaughlin Blvd.
Portland, Oregon 97282-0249

The description of the equipment covered by this Security Agreement consists of:

Four barges given as Collateral pursuant to the Security Agreement to secure payment of the Debt, interest, costs, and reasonable attorney fees and described as:

Ms. Cynthia T. Brown
August 26, 2011
Page 2

Barge No.	Year Built	Description
16	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge undocumented measuring 155' long, 40' wide, 10' deep with one centerline longitudinal bulkhead, three transverse bulkheads and steel-fiber concrete wear deck.
17	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge undocumented measuring 155' long, 40' wide, 10' deep with one centerline longitudinal bulkhead, three transverse bulkheads, steel-fiber concrete wear deck and 4' high cargo containment walls around deck perimeter.
18	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge undocumented measuring 155' long, 40' wide, 10' deep with one centerline longitudinal bulkhead, three transverse bulkheads, steel-fiber concrete wear deck and 4' high cargo containment walls around deck perimeter.
19	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge undocumented measuring 155' long, 40' wide, 10' deep with one centerline longitudinal bulkhead, three transverse bulkheads and steel-fiber concrete wear deck.

Please find enclosed a check drawn on our account for \$41.00 payable to Surface Transportation Board for the recordation fee.

Enclosed is an original of the Security Agreement and one copy of thereof. This Security Agreement is submitted by the undersigned, Daniel W. Unti at Carney Badley Spellman, 701 Fifth Avenue, Suite 3600, Seattle, WA 98104. If you have any questions in this regard, my direct telephone is 206-689-4169. My email address is unti@carneylaw.com and our mailing address is at the top right hand corner of the first page of this letter. Also attached is a copy of our check sent to you by e-mail, the original of which is enclosed herewith. Thank you for your assistance.

Sincerely,

CARNEY BADLEY SPELLMAN, P.S.


Daniel W. Unti

DWU:ltl
Enclosures

AUG 29 '11 -1 3 0 PM

SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

This Security Agreement (hereinafter this "Agreement") is made and entered into by and between Lafarge North America Inc., a Maryland corporation licensed to do business in the State of Oregon with its principal place of business located at 5400 W. Marginal Way SW, Seattle, Washington 98106-1517 ("Secured Party") and Ross Island Sand & Gravel Co., an Oregon corporation with its principal place of business located at 4315 SE McLoughlin Boulevard, Portland, Oregon 97282-0249, United States of America ("Debtor").

I. RECITALS

In consideration of the outstanding account balance owed Secured Party by Debtor, and Secured Party's agreement to forego and forbear from the commencement of an immediate lawsuit as against Debtor, Debtor hereby grants a security interest in and assigns to the Secured Party the collateral described below to secure payment of the Promissory Note given by Debtor to Secured Party for cementitious goods sold by Secured Party to Debtor and for which Debtor has a current outstanding principal account balance owing on the Promissory Note of \$2,603,814.33 as of April 30th, 2011 (the "Debt") owed to Secured Party, by Debtor, and evidenced by the Promissory Note.

II. COLLATERAL

To secure payment and performance of the Debt evidenced by the Promissory Note, together with interests, costs, and reasonable attorney fees, Debtor hereby grants to Secured Party a continuing security interest in four (4) undocumented barges owned lien-free by and in the possession of Debtor (collectively, "Collateral"). Secured Party's security interest is limited to the principal amount of the outstanding Debt plus interest at 6.25% per annum owing thereon (absent a default after which interest accrues at 9% per annum) as between Secured Party and Debtor and as stated in this Agreement, and the costs, if any, incurred by the Secured Party, including reasonable attorney fees, all as may be incurred by the Secured Party in foreclosing on the Collateral or realizing or enforcing the terms and conditions of this Agreement.

The barges given as Collateral under this Agreement to secure payment of the Debt, interest, costs, and reasonable attorney fees are described as:

Barge No.	Year Built	Description
16	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge undocumented measuring 155' long, 40' wide, 10' deep with one centerline longitudinal bulkhead, three transverse bulkheads and steel-fiber concrete wear deck.
17	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge undocumented measuring 155' long, 40' wide, 10' deep with one centerline longitudinal bulkhead, three transverse bulkheads, steel-fiber concrete wear deck and 4' high cargo containment walls around deck perimeter.

18	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge undocumented measuring 155' long, 40' wide, 10' deep with one centerline longitudinal bulkhead, three transverse bulkheads, steel-fiber concrete wear deck and 4' high cargo containment walls around deck perimeter.
19	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge undocumented measuring 155' long, 40' wide, 10' deep with one centerline longitudinal bulkhead, three transverse bulkheads and steel-fiber concrete wear deck.

When the unpaid principal balance together with accrued interest owed by Debtor to Secured Party under the terms of the Promissory Note is reduced to an unpaid principal balance, together with accrued and unpaid interest of \$1,800,000 or less then Secured Party shall release Barge No. 16 and issue a receipt to Debtor of such payment and release of its security interest in Barge No. 16. Secured Party shall issue a receipt to Debtor of such payment and release its security interest in the Collateral in the following order and at the following rates:

- a. Barge No. 16 released by Secured Party when the unpaid principal balance together with the accrued and unpaid interest owing on the Promissory Note is reduced to \$1,800,000 or less.
- b. Barge No. 17 released by Secured Party when the unpaid principal balance together with the accrued and unpaid interest owing on the Promissory Note is reduced to \$1,200,000 or less.
- c. Barge No. 18 released by Secured Party when the unpaid principal balance together with the accrued and unpaid interest owing on the Promissory Note is reduced to \$600,000 or less.
- d. Barge No. 19 released by Secured Party when the unpaid principal balance together with the accrued and unpaid interest owing on the Promissory Note is reduced to \$0.

Debtor shall at all times during the term of this Agreement keep each of the barge numbers, 16-19, properly painted and adhered to each of the four barges. The barge numbers shall be painted on the exterior stern above the waterline of each barge in numbers measuring at least 12 inches in height.

III. DEBTOR'S OBLIGATIONS

The Debtor warrants and represents to the Secured Party as follows:

- A. The Collateral will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear resulting from its intended primary use.

- B. The Debtor shall maintain Protection and Indemnity Marine Insurance and Secured Party shall be named as an Additional Insured on Debtor's Protection and Indemnity policy of insurance. Debtor shall indemnify and hold harmless, including defense costs, the Secured Party on any claim arising out of Debtor's ownership and use of the Collateral. Such policies of insurance shall expressly provide that the requisite insurance cannot be altered or canceled by the insurance carrier without at least thirty (30) days prior written notice to the Secured Party and shall insure the Secured Party notwithstanding the act or neglect of the Debtor. Upon the Secured Party's demand, the Debtor shall furnish the Secured Party with evidence of such insurance. In the event of failure to provide insurance as herein provided or the Debtor's failure to pay any premium therefor, the Secured Party may, at its option, obtain such insurance and the Debtor shall pay to the Secured Party, on demand, the cost thereof. Proceeds, if any, of any insurance policy maintained by Debtor may be applied by the Secured Party to reduce the Debt or to repair or replace Collateral, all in the Secured Party's sole discretion.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

- C. The Collateral will be kept at Debtor's place of business indicated in this Security Agreement and operated solely within the States of Oregon, Washington and Idaho upon the waters of the Columbia and Willamette Rivers, where Secured Party may inspect the Collateral at any time upon forty-eight (48) hours' prior written notice. Debtor warrants and covenants to the Secured Party that (1) the Collateral will be held for use in and for Debtor's business, (2) Debtor will notify Secured Party in writing ten (10) days prior to any change-in-location of the Collateral other than the Columbia or Willamette Rivers, provided that the Collateral will be operated solely within the State of Oregon, (3) the Collateral is now owned by Debtor and is undocumented and is owned free and clear of any other security interest, preferred ship's mortgage, lien, claim, or encumbrance, of any kind or nature whatsoever, and Debtor will keep the Collateral free and clear of any such security interest, except the one herein granted, and free and clear of any lien, claim, preferred ships mortgage or other encumbrance or documentation of any kind including

federal, state or local taxes until such time as the Promissory Note has been paid and the Collateral released in writing by the Secured Party.

- D. The Collateral will not be sold, transferred, disposed, encumbered or allowed to be or made subject to any charge, including taxes or any subsequent security interest of a third party created or suffered by Debtor, voluntary or involuntary, unless Secured Party consents in writing to such charge, transfer, or disposition.
- E. Secured Party is entitled to file a financing statement and any document required by Secured Party to perfect this security interest, with any state or federal agency or department.
- F. Debtor will reimburse Secured Party for any reasonable costs incurred by Secured Party in any action to remedy any default under this Agreement, including reasonable attorney fees.
- G. If any of the Collateral is, at any time, in the possession of a bailee, Debtor shall promptly notify Secured Party thereof and, if requested by Secured Party, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to Secured Party, that the bailee holds such Collateral for the benefit of Secured Party and shall act upon the instructions of Secured Party, without the further consent of Debtor.
- H. The Debtor will not sell or offer to sell or otherwise transfer or grant or allow the imposition of a lien or subordinate security interest or documentation upon the Collateral or use any portion thereof in any manner inconsistent with this Agreement or with the terms and conditions of any policy of insurance thereon.
- I. The Collateral does not comprise any documented vessel under any United States laws, codes, or regulations and Debtor will not document any of the vessels granted as Collateral during the term of this Agreement.
- J. The Collateral is owned by the Debtor and is free and clear of any claims, liens, security interest, charges, taxes, assessments or encumbrances of any kind whatsoever, and the Debtor warrants and represents that Debtor will at all times keep the Collateral free and clear of any such claims, liens, security interest, charges, taxes, assessments or encumbrances, until the Collateral is released in writing by the Secured Party.
- K. The Debtor is duly licensed and incorporated in the State of Oregon, the state in which the Debtor was and is incorporated and the state in which the Collateral is and shall remain.

IV. DEFAULT

The following shall constitute an Event of Default by Debtor:

- A. Failure to pay the principal, or any installment of principal or interest or late payment fee when due under the Promissory Note following receipt of a ten day written notice of such default and the opportunity to cure such default given by Secured Party to Debtor. In

addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes an assignment for the benefit of creditors. Prepayment of the principal amount due under the Promissory Note shall not constitute a default. Failure to maintain any policy of insurance herein required shall constitute a default.

- B. Misrepresentation or any misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or representations or warranties herein contained, shall constitute default under this Agreement.
- C. The Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions: (a) a failure to pay any monetary amount when due under the Promissory Note or this Security Agreement; (b) the failure by the Debtor to perform any of its other obligations under this Agreement following a ten day written notice of default by Secured Party given to Debtor and Debtor's failure to cure the same; (c) falsity, inaccuracy or material breach by the Debtor of any written warranty, representation or statement made or furnished to the Secured Party by or on behalf of the Debtor; (d) an uninsured material loss, theft, damage, or destruction to any of the Collateral costing \$25,000 or more to repair or replace, or (e) the entry of any judgment against the Debtor or any lien against or the making of any levy, seizure or attachment of or on the Collateral; (f) the failure of the Secured Party to have a perfected first priority security interest in the Collateral; or (g) any indication or evidence received by the Secured Party that the Debtor may have directly or indirectly been engaged in any type of activity which, in the Secured Party's discretion, might result in the forfeiture of any property of the Debtor including the Collateral to any governmental entity, federal, state or local; or (h) failure to pay any costs or expense including reasonable attorney fees incurred by the Secured Party in enforcing the terms and conditions of this Agreement, (i) the failure to pay any federal, state or local taxes which otherwise may be a lien on the Collateral or the failure to keep the Collateral free and clear of any and all liens or other charges throughout the term of this Security Agreement.

V. SECURED PARTY'S RIGHTS AND REMEDIES

- A. Secured Party may assign this Agreement, and
 - a. If Secured Party does assign this Agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements, and assignee shall be entitled to all of the rights and remedies of Secured Party under this Agreement; and
 - b. Debtor will assert no claims or defenses it may have against Secured Party in law or in equity or against its assignee except those expressly granted, if any, in this Agreement, the Debtor herein agreeing that Debtor has no claims or defenses and if so, herein waives the same.
- B. Upon an Event of Default and upon ten (10) days written notice by Secured Party to Debtor to cure such Event of Default and such Event of Default having not been cured, Secured Party shall have all rights set forth under the laws of the State of Oregon and

Uniform Commercial Code (UCC), as adopted in the State of Oregon, or any other law of the United States or provision, including, but not limited to Article 9 of the UCC, and may exercise its rights of enforcement under the UCC or any other law or provision as it is adopted or amended in the State of Oregon or the United States, as may be applicable. In addition to the above rights and upon ten (10) days written notice by Secured Party to Debtor to cure such Event of Default and such Event of Default having not been cured, the Secured Party may, at Secured Party's discretion:

- a. Upon the occurrence of any such Event of Default and at any time thereafter, the Secured Party may accelerate the entire amount of unpaid principal and interest then outstanding and declare all the Debt secured hereby immediately due and payable in full and shall have, in addition to any remedies provided herein or by any applicable law or in equity, all the remedies of a secured party under the UCC. The Secured Party's remedies include, but are not limited to, to the extent permitted by law, the right to (a) peaceably by its own means or with judicial assistance enter the Debtor's premises and take possession of the Collateral without prior notice or any bond or security to the Debtor or the opportunity for a hearing, (b) render the Collateral unusable, (c) dispose of the Collateral on the Debtor's premises, and (d) require the Debtor to assemble the Collateral and make it available to the Secured Party at a place designated by the Secured Party without cost to the Secured Party, (e) waive any default or remedy without waiving any other prior or subsequent default. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor reasonable notice of the time and place of any public sale thereof or the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice shall be met if such notice is sent to the Debtor at least seven (7) days before the time of the intended sale or disposition. All expenses of retaking, holding, preparing for sale, selling or the like, together with the Secured Party's reasonable attorney's fees and legal expenses, incurred or expended by the Secured Party to enforce any payment due it under the Debt either as against the Debtor, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this Security Agreement and the Collateral pledged hereunder shall be paid by the Debtor. The Debtor waives any claim to have the Collateral appraised as well as any claim of exemption.
- b. At its option, the Secured Party may, but is not required to: discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral; pay for required insurance on the Collateral; and pay for the maintenance, appraisal or reappraisal, and preservation of the Collateral, as determined by the Secured Party to be necessary. The Debtor will reimburse the Secured Party on demand for any payment so made or any expense so incurred by the Secured Party pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by the Secured Party, including reasonable attorney fees. Failure of the Debtor to make any such payment to the Secured Party shall be an Event of Default hereunder.

VI. ADDITIONAL AGREEMENTS AND AFFIRMATIONS

A. Debtor warrants and represents

- a. That there is no lien, security interest or encumbrance of any kind in or on the Collateral except for the security interest granted in this Security Agreement and the Collateral is not documented; and
- b. That all locations of the Collateral are within the State of Oregon and all corporate and individual names listed below the signature line of this Security Agreement are absolutely accurate and complete.

B. Terms and Conditions

- a. "Debtor" and "Secured Party" as used in this Security Agreement include the heirs, executors or administrators, successors, and permitted assigns of those parties.
- b. All notices and other communications shall be in writing and shall be deemed to have been duly given upon being emailed and sent by facsimile to the facsimile number and email address set forth below for each party, addressed as follows:

If to Secured Party: Lafarge North America Inc.
ATTN: Steve Sawchuk
7591 No. 9 Road, Richmond, British Columbia V6W 0A6
Canada
Email: Steve.Sawchuk@lafarge-na.com

With a copy to: Lafarge North America Inc.
ATTN: Barry Martin
Email: Barry.Martin@lafarge-na.com
Fax No. (403) 271-3153

If to Debtor: Ross Island Sand & Gravel Co.
ATTN: A. Charles Steinwandel
4315 SE McLoughlin Boulevard, Portland, Oregon 97202
P.O. Box 82249, Portland, Oregon 97205
United States of America
Fax No. (503) 235-1350

With a copy to: Ross Island Sand & Gravel Co.
ATTN : Michael Frazier CFO
P.O. Box 82249, Portland, Oregon 97205
United States of America
Email: mfrazier@RIADMIN.com
Fax No. (503) 235-1350

With a copy to: Magali Sosa-Tirado, J.D. L.L.M.
 General Counsel
 Ross Island Sand & Gravel Co.
 P.O. Box 22109
 Portland, Oregon 97269-2109
 Email: msosatirado@pamplincorp.com
 Fax No. (503) 546-5179

- c. The law and venue governing this secured transaction shall be that of the United States and State of Oregon in the United States of America without regard to conflict of law principles.
- d. This Agreement does not waive or modify Secured Party's rights under any other agreement that Debtor has signed with the Secured Party, including the Promissory Note.
- e. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- f. Time is of the essence in this Agreement.
- g. No modification, amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor therefrom will be effective unless made in a writing signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Debtor in any case will entitle the Debtor to any other or further notice or demand in the same, similar or other circumstance.
- h. This Agreement (including the written documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement was drafted mutually by the Secured Party and the Debtor and any ambiguity shall not be construed against either party as the drafter.
- i. **EACH OF THE DEBTOR AND THE SECURED PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE DEBTOR AND THE SECURED PARTY ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

- j. Each of the parties to this Agreement have had counsel of their choosing review this Agreement on their behalf, and this Agreement has been mutually drafted, bargained for, and prepared by the Debtor and the Secured Party.
- k. The prevailing party in any action to enforce any provision hereof shall be awarded reasonable attorney fees and costs.

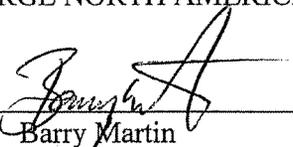
IN WITNESS WHEREOF, Secured Party and Debtor have executed this Security Agreement as of the date indicated below next to their respective signatures.

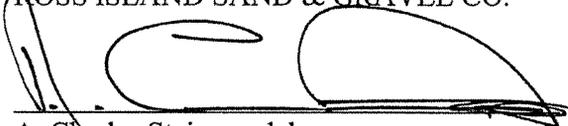
SECURED PARTY:

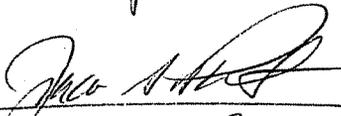
DEBTOR:

LAFARGE NORTH AMERICA INC.

ROSS ISLAND SAND & GRAVEL CO.


 Name: Barry Martin
 Title: Vice President Marketing and Sales
 Date: Aug 19, 2011, 2011


 A. Charles Steinwandel
 President, Treasurer and Chief Operating Officer of Ross Island Sand & Gravel Co.
 Date: August 5, _____, 2011


 Witness, only, to Barry Martin)
 No action sought or
 given

JORDAN S. POTIUK
CORNERSTONE LAW GROUP LLP
 Barristers & Solicitors
 420, 10655 Southport Road S.W.
 Calgary, Alberta T2W 4Y1

ROSS ISLAND SAND & GRAVEL CO.,
an Oregon corporation

By: [Signature]
Name: A. Charles Steinwandel
Title: President, Treasurer, and Chief Operating Officer
Dated: August 5, 2011

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 5 day of August 2011, before me personally appeared A. Charles Steinwandel, known to me to be the President, Treasurer, and Chief Operating Officer of Ross Island Sand & Gravel Co., an Oregon corporation, who executed the foregoing instrument, and acknowledged 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 this instrument, and had obtained all corporate consents and resolutions otherwise needed prior to execution hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Barbara L. Barr
Barbara L. Barr 5-26-15 (Print Name)
Notary Public in and for the State of Oregon,
Residing at Portland, OR
My Commission Expires: 5-26-15



Affidavit Of Execution

CANADA) I, JORDAN POTIUUK, of the City of Calgary, in the
) Province of Alberta, MAKE OATH AND SAY:
TO WIT:)
)

1. That I was personally present and did see BARRY MARTIN named in the within Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at the City of City in the Province of Calgary and that I am the subscribing witness thereto.
3. That I know the said party and he is in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of Calgary, in the)
Province of Alberta, this 19th day of August, 2011.)



A Commissioner for Oaths
WENDY CUNNINGHAM
My Commission expires August 18, 2013



JORDAN POTIUUK

JORDAN S. POTIUUK
CORNERSTONE LAW GROUP LLP
Barristers & Solicitors
420, 10655 Southport Road S.W.
Calgary, Alberta T2W 4Y1

RECEIPT

The undersigned Lafarge North America, Inc., a foreign corporation licensed to do business in the State of Oregon with its principal place of business at 7591 No. 9 Road, Richmond, British Columbia V6W 0A6, Canada ("Secured Party") hereby acknowledges that payment owing on the Promissory Note Secured Party from Ross Island Sand & Gravel Co. ("Debtor"), an Oregon corporation with its principal place of business at 4315 SE McLoughlin Boulevard, Portland, Oregon 97202, United States of America has been paid down to an unpaid principal balance inclusive of unpaid interest of \$1,800,000 or less.

Barge No.	Year Built	Description
16	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge measuring 155' long, 40' wide, 10' deep with one centerline longitudinal bulkhead, three transverse bulkheads and steel-fiber concrete wear deck.

Secured Party hereby releases Barge No. 16 from its security interest acquired under the Security Agreement between the parties.

LAFARGE NORTH AMERICA INC.

Name: _____
Title: _____
Date: _____

RECEIPT

The undersigned Lafarge North America, Inc., a foreign business corporation licensed to do business in the State of Oregon with its principal place of business at 7591 No. 9 Road, Richmond, British Columbia V6W 0A6, Canada ("Secured Party") hereby acknowledges that payment owing on the Promissory Note to Secured Party from Ross Island Sand & Gravel Co., an Oregon corporation with its principal place of business at 4315 SE McLoughlin Boulevard, Portland, Oregon 97202, United States of America has been paid down to an unpaid principal balance inclusive of unpaid interest of \$1,200,000 or less.

Barge No.	Year Built	Description
17	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge measuring 155' long, 40' wide, 10' deep with one centerline longitudinal bulkhead, three transverse bulkheads, steel-fiber concrete wear deck and 4' high cargo containment walls around deck perimeter.

Secured Party hereby releases Barge No. 17 from its security interest acquired under the Security Agreement between the parties.

LAFARGE NORTH AMERICA INC.

Name: _____
Title: _____
Date: _____

RECEIPT

The undersigned Lafarge North America, Inc., a foreign business corporation licensed to do business in the State of Oregon with its principal place of business at 7591 No. 9 Road, Richmond, British Columbia V6W 0A6, Canada ("Secured Party") hereby acknowledges that payment owing on the Promissory Note to Secured Party from Ross Island Sand & Gravel Co., an Oregon corporation with its principal place of business at 4315 SE McLoughlin Boulevard, Portland, Oregon 97202, United States of America has been paid down to an unpaid principal balance inclusive of unpaid interest of \$600,000 or less.

Barge No.	Year Built	Description
18	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge measuring 155' long, 40' wide, 10' deep with one centerline longitudinal bulkhead, three transverse bulkheads, steel-fiber concrete wear deck and 4' high cargo containment walls around deck perimeter.

Secured Party hereby releases Barge No. 18 from its security interest acquired under the Security Agreement between the parties.

LAFARGE NORTH AMERICA INC.

Name: _____
Title: _____
Date: _____

RECEIPT

The undersigned Lafarge North America, Inc., a foreign business corporation licensed to do business in the State of Oregon with its principal place of business at 7591 No. 9 Road, Richmond, British Columbia V6W 0A6, Canada (“Secured Party”) hereby acknowledges that payment owing on the Promissory Note to Secured Party from Ross Island Sand & Gravel Co., an Oregon corporation with its principal place of business at 4315 SE McLoughlin Boulevard, Portland, Oregon 97202, United States of America has been paid in full.

Barge No.	Year Built	Description
19	1972	Heavy Duty Inland Waterway Steel Flat Deck Barge measuring 155’ long, 40’ wide, 10’ deep with one centerline longitudinal bulkhead, three transverse bulkheads and steel-fiber concrete wear deck.

Secured Party hereby releases Barge No. 19 from its security interest acquired under the Security Agreement between the parties.

LAFARGE NORTH AMERICA INC.

Name: _____
Title: _____
Date: _____