

COMBINED UNIFORM STRAIGHT BILL OF LADING AND FREIGHT BILL ORIGINAL • NOT NEGOTIABLE



Portland Bulk Dispatch 503-255-7902 Fax: 503-255-9245  
 Portland Heavy Haul Dispatch 503-255-7904 Fax: 503-257-9028  
 Portland Nationwide WATS 800-727-7900

Seattle 206-878-7980  
 Seattle Fax: 206-878-0229  
 Seattle Nationwide WATS 800-727-7980

RECEIVED, subject to the carrier's rules and rate tariff and other pricing agreements in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every shipment to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. The shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing carrier's rules, tariff and the said terms and conditions are hereby agreed to by the shipper and himself and his assigns.

|                          |          |              |                            |                   |                          |
|--------------------------|----------|--------------|----------------------------|-------------------|--------------------------|
| 17-448863                | SU B# 01 | DATE 9-26-10 | TRUCK # 27-270             | TRAILER # 474/474 | P.O. #                   |
| SHIPPER A.G.C.           |          |              | CITY & STATE Kennewick, WA |                   | SHIPPER B.L. # 226022916 |
| CONSIGNEE Ground VR Road |          |              | CITY & STATE Prosser, ID   |                   | ROUTE CODE               |
| BILL TO NAME             |          | CITY & STATE |                            | C.O.D. \$         |                          |

| QUANTITY CODE | NO. SHIPPING UNITS | KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS | NET WEIGHT (Subject to Correction) | RATE | CHARGES |
|---------------|--------------------|--|------------------------------------|------|---------|
|               | 17                 | type III cement<br>15 TON  | 30140                              |      |         |

CARRIER'S LIABILITY FOR LOST OR DAMAGED FREIGHT IS LIMITED BY CARRIER'S RULES TARIFF WHICH IS INCORPORATED BY REFERENCE. SHIPPER SHALL FILE ALL CLAIMS WITHIN THE TIME LIMITS SET FORTH IN CARRIER'S RULES TARIFF. CLAIMS MUST BE FILED WITHIN 270 DAYS FROM THE DATE OF DELIVERY.

|                                |                            |                   |  |                |
|--------------------------------|----------------------------|-------------------|--|----------------|
| SHIPPER SIGNATURE:             | LOADING DRIVER Ed Fieger   |                   | PILOT CARS ONE <input type="radio"/> TWO <input type="radio"/> |                |
|                                | DATE 9/26/10               | TIME ARRIVED 0600 | STARTED LOADING 0600   | TIME LEFT 0630 |
| CONSIGNEE SIGNATURE: M. Buckel | UNLOADING DRIVER Ed Fieger |                   | PILOT CARS ONE <input type="radio"/> TWO <input type="radio"/> |                |
|                                | DATE 9/26/10               | TIME ARRIVED 1000 | STARTED UNLOADING 1015   | TIME LEFT 1100 |

MISCELLANEOUS CHARGES

**DO NOT DIVERT WITHOUT CONSENT OF ASH GROVE CEMENT CO**

TRUCK LOADED PER DRIVER'S INSTRUCTIONS RAIL-LOADED TO FULL VISIBLE CAPACITY

SPECIAL INSTRUCTIONS

Certified Mill Analysis D10-15

Permanent post office address of seller  
 ASH GROVE CEMENT COMPANY  
 PO BOX 240 PORTLAND, OR 97207-0240

CUSTOMER PICK UP ONLY. This acknowledges receipt and title to the material described hereon, which is for use at the destination indicated above.

LOADED BY *[Signature]*

BY: \_\_\_\_\_

RECEIVED FOR CONSIGNEE. Prior to signing delivery receipt, consignee shall verify condition of shipment. No claims for shortage of goods, loss or damage will be considered unless noted on the Bill of Lading at the time of delivery and supported by documentation acceptable to seller.

ACCEPTED FOR CARRIER: *[Signature]*  
 BY: \_\_\_\_\_

ALL SALES SUBJECT TO THE TERMS AND CONDITIONS ON FRONT AND BACK SIDES.

CONSIGNEE RECORD

**COMBINED UNIFORM STRAIGHT BILL OF LADING AND FREIGHT BILL ORIGINAL • NOT NEGOTIABLE**



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SHIPPER: 258 ASH GROVE CEMENT COMPANY CITY & STATE: DURKEE OR P.O. #:  
 SHIPPER B.L. #: 204764094  
 CONSIGNEE: 7825 GROUND UP ROAD CONSTRUCTION CITY & STATE: ORDFINO ID ROUTE CODE: 1  
 TO NAME: SHPOR ASH GROVE CEMENT COMPANY CITY & STATE: LAKE OSWEGO OR C.O.D. \$ .00  
 DATE: 09/26/10 TRUCK #: 27-151 TRAILER #: 32-357B 35-358B

| NO. SHIPPING UNITS | KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS | NET WEIGHT (Subject to Correction) | RATE | CHARGES |
|--------------------|--|------------------------------------|------|---------|
| 1.00               | TYPE 1-2 CEMENT  | 71,350                             |      |         |

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LOADING DRIVER: BRYAN BEAUPRE PILOT CARS: ONE  TWO   
 DATE: 9/26/10 TIME ARRIVED: 1645 STARTED LOADING: 1645 TIME LEFT: 1715  
 UNLOADING DRIVER: BRYAN BEAUPRE PILOT CARS: ONE  TWO   
 DATE: 9/27/10 TIME ARRIVED: 1430 STARTED UNLOADING: 1630 TIME LEFT:

**NOT DIVERT WITHOUT CONSENT OF ASH GROVE CEMENT CO.**

SPECIAL INSTRUCTIONS

Certified Mill Analysis 10-15

ASH GROVE CEMENT COMPANY Seller  
 Permanent address of Seller:  
 5 Centerpointe Drive Suite 350  
 Lake Oswego, OR 97035

ACCEPTED BY: This acknowledges receipt and title to the material described hereon, which is for use at the destination indicated above.

*Robert Walsh*

*B. Beupre*

LOADED BY

PER

TIME USED BY CONSIGNEE FOR UNLOADING TRUCK, IN EXCESS OF TIME ALLOWED IN TARIFF, WILL BE ASSESSED AT THE APPLICABLE TARIFF RATES AND CHARGED TO CONSIGNEE. PRIOR TO SIGNING DELIVERY RECEIPT, VERIFY CONDITION OF SHIPMENT, TRUCK ARRIVAL, AND UNLOADING COMPLETED TIME. NO CLAIMS FOR SHORTAGE OF GOODS, LOSS OR DAMAGE WILL BE CONSIDERED UNLESS SUPPORTED BY DOCUMENTATION ACCEPTABLE TO SELLER.

RAIL-LOADED TO FULL VISIBLE CAPACITY  
 TRUCK LOADED PER DRIVER'S INSTRUCTIONS

RECEIVED FOR CONSIGNEE BY

*Randy Andrews 9-28-10*

(ALL SALES SUBJECT TO THE TERMS AND CONDITION ON THE FRONT AND BACK SIDES.)

COMBINED UNIFORM STRAIGHT BILL OF LADING AND RECEIPT



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|              |                              |         |        |              |            |                |            |
|--------------|------------------------------|---------|--------|--------------|------------|----------------|------------|
| DATE         | 09/26/10                     | TRUCK # | 27-159 | TRAILER #    | 361B-362B  | P.O. #         |            |
| SHIPPER      | ASH GROVE CEMENT             |         |        | CITY & STATE | Durkee OR  | SHIPPER B.L. # | 2097104088 |
| CONSIGNEE    | Ground UP Road const OROfino |         |        | CITY & STATE | OROFINO ID | ROUTE CODE     |            |
| BILL TO NAME |                              |         |        | CITY & STATE |            | C.O.D.         | \$         |

| COMMODITY CODE | NO. SHIPPING UNITS | KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS | NET WEIGHT (Subject to Correction) | RATE | CHARGES |
|----------------|--------------------|--|------------------------------------|------|---------|
|                |                    | TYPE I - # cement  | 71.600                             |      |         |

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|                                       |                      |   |
|---------------------------------------|----------------------|---|
| SHIPPER SIGNATURE:                    | LOADING DRIVER:      | PILOT CARS  |
| <i>P. J. GTF</i>                      | <i>Pete K Touber</i> | ONE <input type="radio"/> TWO <input type="radio"/> |
| CONSIGNEE SIGNATURE:                  | UNLOADING DRIVER:    | PILOT CARS  |
| <i>M. Bush</i>                        | <i>Pete K Touber</i> | ONE <input type="radio"/> TWO <input type="radio"/> |
| RECEIVED ABOVE FREIGHT IN GOOD ORDER. | DATE:                | TIME ARRIVED:                                       |
|                                       | 09/26/10             | 12:45   |
|                                       | STARTED LOADING:     | TIME LEFT:  |
|                                       | 12:45                | 13:15   |
|                                       | DATE:                | TIME ARRIVED:                                       |
|                                       | 09/27/10             | 1:30  |
|                                       | STARTED UNLOADING:   | TIME LEFT:  |
|                                       | 1:40                 |   |

**DO NOT DIVERT WITHOUT CONSENT OF ASH GROVE CEMENT CO.**

SPECIAL INSTRUCTIONS

Certified Mill Analysis 10-15

|   |
|---|
| ASH GROVE CEMENT COMPANY Seller   |
| Permanent address of Seller:<br>5 Centerpointe Drive Suite 350<br>Lake Oswego, OR 97035 |

ACCEPTED BY: This acknowledges receipt and title to the material described hereon, which is for use at the destination indicated above.

*[Signature]*

*[Signature]*

LOADED BY

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PER

RAIL-LOADED TO FULL VISIBLE CAPACITY  
 TRUCK LOADED PER DRIVER'S INSTRUCTIONS

RECEIVED FOR CONSIGNEE BY

*[Signature]* 9-28-10

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