

AMENDMENT #1
TO
GRAVEL PURCHASE AND EXTRACTION AGREEMENT

THIS AMENDMENT TO GRAVEL PURCHASE AND EXTRACTION AGREEMENT is made and entered into as of _____, 2010, by and between KING COUNTY, a political subdivision of the State of Washington (the "Seller") and GLACIER NORTHWEST, INC., a Washington corporation, d/b/a CalPortland (the "Buyer").

RECITALS

A. Seller previously entered into a Gravel Purchase and Extraction Agreement with Vashon Sand & Gravel, Inc., a Washington corporation ("VSG"), executed as of March 29, 2004 (the "Gravel Agreement") that authorized VSG to "utilize the Gravel extracted from the Mine Property only for re-sale in the ordinary course of its business," and stated that VSG "shall not market the Gravel for use off of Vashon-Maury Island."

B. VSG assigned its rights and obligations under the Gravel Agreement to the Buyer, through an Assignment and Assumption Agreement dated March 1, 2005 that the Seller consented to on April 18, 2005.

C. Seller has entered into a Purchase and Sale Agreement with Northwest Aggregates Co. an Oregon corporation ("NWA") concurrent with this Amendment that sets forth the terms and conditions for transferring certain real property on Maury Island from NWA to Seller.

D. As partial consideration for the transfer of NWA's Maury Island property, NWA and Seller agreed to amend the Gravel Agreement to extend the time in which the Buyer may remove the Gravel from 2020 to 2030, remove the ability of Seller to terminate the Gravel Agreement in 2014 and to eliminate the obligation to make royalty payments to the Seller for the first 100,000 tons of Gravel removed from the Mine Property each year.

E. Unless otherwise defined in this Amendment to Gravel Agreement (this "Amendment"), all terms in this Amendment shall have the meanings attributed to them in the Gravel Agreement.

NOW, THEREFORE, the parties agree to amend the Gravel Agreement as follows:

1. Section 1(a) of the Gravel Agreement shall be replaced with the following:

The purchase price ("Purchase Price") for the Gravel is the Royalty Rate (defined below) multiplied by the number of tons of Gravel extracted and removed from the Mine Property each month during the Term; provided however that the Purchase Price shall not be due and owing on the first one hundred thousand (100,000) tons of Gravel extracted and removed from the Mine Property in a calendar year, i.e. from January 1 to December 31. The

Purchase Price shall be paid monthly on the twentieth (20th) day of the month based on the previous month's removals.

2. Section 2(a) of the Gravel Agreement shall be amended to change the date of August 31, 2020 referenced therein to August 31, 2030.

3. Section 2(b) of the Gravel Agreement shall be deleted.

4. No other modification to the Gravel Agreement is made or intended to be made hereby and, as amended herein, the Gravel Agreement is hereby confirmed and reaffirmed by Seller and Buyer and shall remain in full force and effect, as amended herein.

IN WITNESS WHEREOF, this Amendment is executed by the parties as of the date(s) written below.

SELLER:

KING COUNTY,
a municipal corporation and political
subdivision of the State of Washington

By: _____
Name: _____
Title: _____

Date: _____, 2010

BUYER:

GLACIER NORTHWEST, INC.,
a Washington corporation,
d/b/a CalPortland

By: _____
Name: _____
Title: _____

Date: _____, 2010

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney
Date: _____, 2010

STATE OF WASHINGTON
COUNTY OF KING

}
SS.

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she is authorized to execute the instrument, and acknowledged
it as the _____ of **KING COUNTY** to be the free and voluntary
act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2010.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON
COUNTY OF _____

}
SS.

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she is authorized to execute the instrument, and acknowledged
it as the _____ of **GLACIER NORTHWEST, INC.**, to be the
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2010.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____