

UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: Erickson Retirement Communities, LLC

Case Number: 09-37010-Sqj 11

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

20835749004788
CAST TRANSPORTATION
PO BOX 172257
DENVER, CO 80217

RECEIVED

'JAN 12 2010

BMC GROUP

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above):

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: 303-534-6376

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$5,297.25

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

2. Basis for Claim: Services Performed
(See instruction #2 on reverse side.)

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3. Last four digits of any number by which creditor identifies debtor: ERTHIG

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Describe:
Value of Property: \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____).

Amount entitled to priority:

\$ _____

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 1/6/10

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Allen Wetsch Allen Wetsch, Controller

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



00371

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

Cast Transportation
Receivables Management

Ranges:
Customer ID: ERIHIG - ERIHIG
Customer Class: First - Last
Salesperson ID: First - Last
Sales Territory: First - Last

User-Defined 1:
Customer Name: First - Last
Short Name: First - Last
Posting Date: First - Last

ZIP Code:
State:
Telephone:

First - Last
First - Last
First - Last
First - Last

Account Type: All
Customer: by Customer ID
Document: by Document Date

Exclude: Zero Balance, No Activity, Fully Paid Documents, Unposted Applied Credit Documents, Multicurrency Info

* - Indicates an unposted credit document that has been applied.

Document Number	Type	Date	Amount	Discount	Writeoff	16 - 30 Days	31 - 45 Days	46 - 60 Days	61 - 75 Days	76 - 90 Days	Over 90 Days	Balance
S220760	SLS	5/4/2009	\$1,050.00									\$1,050.00
S225253	SLS	9/8/2009	\$1,050.00									\$1,050.00
S226526	SLS	10/5/2009	\$1,050.00									\$1,050.00
S227690	SLS	11/3/2009	\$1,050.00						\$1,050.00			
FCHRG00000077	FIN	12/4/2009	\$47.25				\$47.25					
S228938	SLS	12/4/2009	\$1,050.00				\$1,050.00					

Customer: ERIHIG Name: ERICKSON CONSTRUCTION, LLC Account Type: Open Item Aged As of: 1/5/2010

User-Defined 1: Salesperson: Territory: Terms: Credit: Unlimited

Contact: (214) 575-8586 Ext. 0000

Phone: net30

Totals: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,097.25 \$0.00 \$1,050.00 \$0.00 \$3,150.00 \$5,297.25

Grand Totals: Customer(s) 1 Up to 15 Days 16 - 30 Days 31 - 45 Days 46 - 60 Days 61 - 75 Days 76 - 90 Days Over 90 Days Balance \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,097.25 \$0.00 \$1,050.00 \$0.00 \$3,150.00 \$5,297.25

9850 Havana Street
Henderson, CO 80640
www.casttrans.com
303-534-6376 Main
800-369-6374 Watts
303-853-3377 Fax



NUMBER WHEN REMITTING

INV NO. S227690

Shipper: CAST TRANSPORTATION
9850 Havana St.
HENDERSON, CO 80640

Consignee: ERICKSON CONSTRUCTION, LLC
701 MAIDEN CHOICE LN
STEVE MCGOMERY
CATONSVILLE, MD 21228

Bill To: ERICKSON CONSTRUCTION, LLC
701 MAIDEN CHOICE LN
STEVE MCGOMERY
CATONSVILLE, MD 21228

Please Remit To: Cast Transportation
PO Box 172257
Denver, CO 80217-2257

Terms are 15 Days from Receipt of Invoice. Thank You!

REFERENCE #	BILLING DATE	SHIPPING DATE	TRACTOR #	TRAILER #
	11/3/2009	10/1/2009	UNKNOWN	UNKNOWN

DESCRIPTION	ACTUAL WEIGHT	BILLING QUANTITY	RATE	CHARGES
Freight (Flat)		2. Event	525.00 \$/Event	\$1,050.00

Total Due \$1,050.00

STORAGE CHARGES FOR THE MONTH OF OCTOBER 2009 2 SCRES @ 525.00 PER ACRE

9850 Havana Street
Henderson, CO 80640
www.casttrans.com
303-534-6376 Main
800-369-6374 Watts
303-853-3377 Fax



NUMBER WHEN REMITTING

INV NO. S220760

Shipper: ERICKSON CONSTRUCTION, LLC
8484 FRANKFORD ROAD
MR. DAVE TAUGE
DALLAS, TX 75252

Consignee: ERICKSON CONSTRUCTION, LLC
8484 FRANKFORD ROAD
MR. DAVE TAUGE
DALLAS, TX 75252

Bill To: ERICKSON CONSTRUCTION, LLC
8484 FRANKFORD ROAD
MR. DAVE TAUGE
DALLAS, TX 75252

Please
Remit To: Cast Transportation
PO Box 172257
Denver, CO 80217-2257

Terms are 15 Days from Receipt of
Invoice. Thank You!

REFERENCE #	BILLING DATE	SHIPPING DATE	TRACTOR #	TRAILER #
	5/4/2009	4/1/2009	UNKNOWN	UNKNOWN

DESCRIPTION	ACTUAL WEIGHT	BILLING QUANTITY	RATE	CHARGES
Storage		2. Event	525.00 \$/Event	\$1,050.00
Total Due				\$1,050.00

STORAGE CHARGES FOR APRIL 2009 2X525.

**STRAIGHT BILL OF LADING
ORIGINAL — NOT NEGOTIABLE**



9850 Havana St.
Henderson, CO 80640-8443
(303) 534-6376

This is to certify that the below named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DATE 5-7-09
TRIP # 5220760

DRIVER: _____ VEHICLE NUMBERS: _____

TO: Consignee <u>Erickson Construction</u> Street _____ Destination _____ Zip Code _____	FROM: Shipper _____ Street _____ Origin _____ Zip Code _____
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No. Shipping Units	HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	U.N. NUMBER	RATE	CHARGES
		<u>Storage Charge April 2009</u>	<u>2</u>	<u>+</u>	<u>\$25⁰⁰</u>	<u>1050⁰⁰</u>

SHIPPER ARRIVE _____ DEPART _____
 CONSIGNEE ARRIVE _____ DEPART _____

Signature below constitutes employment of CAST to perform service and use equipment and labor described above as well as agreement of customer to pay for same within fifteen (15) days from date of service. If not then paid on demand to pay interest from date of service of 1-1/2% per month (ANNUAL PERCENTAGE RATE 18%) in addition to reasonable costs of collection including attorney's fees.

Note — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated on the shipper to be not exceeding \$ _____ per _____	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges. _____ (Signature of Consignor)	TOTAL CHARGES: \$ _____ FREIGHT CHARGES: _____ FREIGHT PREPAID except when box at right is checked. <input type="checkbox"/> Check box if charges are to be collected. <input type="checkbox"/>
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RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request, 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 service 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.
 Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER: PER: DATE:	CONSIGNEE: PER: DATE:
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*Mark with "X" to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations.

9850 Havana Street
Henderson, CO 80640
www.Casttrans.com
303-534-6376 Main
800-369-6374 Watts
303-853-3377 Fax



NUMBER WHEN REMITTING

INV NO. S225253

Shipper: CAST TRANSPORTATION
9850 Havana St.
HENDERSON, CO 80640

Consignee: ERICKSON CONSTRUCTION, LLC
701 MAIDEN CHOICE LN
STEVE MCGOMERY
CATONSVILLE, MD 21228

Bill To: ERICKSON CONSTRUCTION, LLC
701 MAIDEN CHOICE LN
STEVE MCGOMERY
CATONSVILLE, MD 21228

Please
Remit To: Cast Transportation
PO Box 172257
Denver, CO 80217-2257

Terms are 15 Days from Receipt of
Invoice. Thank You!

REFERENCE #	BILLING DATE	SHIPPING DATE	TRACTOR #	TRAILER #
	9/8/2009	9/8/2009	UNKNOWN	UNKNOWN

DESCRIPTION	ACTUAL WEIGHT	BILLING QUANTITY	RATE	CHARGES
FREIGHT ALL KINDS Freight (Flat)		2. Event	525.00 \$/Event	\$1,050.00

Total Due \$1,050.00

STORAGE CHARGES FOR AUGUST 2 ACRE @ 525.

STRAIGHT BILL OF LADING
ORIGINAL — NOT NEGOTIABLE



9850 Havana St.
 Henderson, CO 80640-8443
 (303) 534-6376

This is to certify that the below named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DATE 9-1-09

DRIVER: _____ VEHICLE NUMBERS: _____ TRIP # _____

TO: Consignee <u>Erickson Construction</u> Street _____ Destination _____ Zip Code _____	FROM: Shipper _____ Street _____ Origin _____ Zip Code _____
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No. Shipping Units	* HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	U.N. NUMBER	RATE	CHARGES
		<u>Storage Charges Aug 2009</u>	<u>2 cur =</u>		<u>525</u>	<u>1050⁰²</u>
SHIPPER ARRIVE _____		CONSIGNEE ARRIVE _____		DEPART _____		<u>1050</u>

Signature below constitutes employment of CAST to perform service and use equipment and labor described above as well as agreement of customer to pay for same within fifteen (15) days from date of service. If not then paid on demand to pay interest from date of service of 1-1/2% per month (ANNUAL PERCENTAGE RATE 18%) in addition to reasonable costs of collection including attorney's fees.

Note — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated on the shipper to be not exceeding \$ _____ per _____	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges. _____ (Signature of Consignor)	TOTAL CHARGES: \$ _____ FREIGHT CHARGES: FREIGHT PREPAID except when box at right is checked. <input type="checkbox"/> Check box if charges are to be collected. <input type="checkbox"/>
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RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request, 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 service 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.
 Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER: PER: DATE:	CONSIGNEE: PER: DATE:
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*Mark with "X" to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations.

9850 Havana Street
Henderson, CO 80640
www.casttrans.com
303-534-6376 Main
800-369-6374 Watts
303-853-3377 Fax



NUMBER WHEN REMITTING

INV NO. S226526

Shipper: CAST TRANSPORTATION
9850 Havana St.
HENDERSON, CO 80640

Consignee: ERICKSON CONSTRUCTION, LLC
701 MAIDEN CHOICE LN
STEVE MCGOMERY
CATONSVILLE, MD 21228

Bill To: ERICKSON CONSTRUCTION, LLC
701 MAIDEN CHOICE LN
STEVE MCGOMERY
CATONSVILLE, MD 21228

Please
Remit To: Cast Transportation
PO Box 172257
Denver, CO 80217-2257

Terms are 15 Days from Receipt of
Invoice. Thank You!

REFERENCE #	BILLING DATE	SHIPPING DATE	TRACTOR #	TRAILER #
	10/5/2009	10/5/2009	UNKNOWN	UNKNOWN

DESCRIPTION	ACTUAL WEIGHT	BILLING QUANTITY	RATE	CHARGES
PIPE Freight (Flat)		1. Flat	1,050.00 Flat	\$1,050.00

Total Due \$1,050.00

STORAGE CHARGES FOR SEPT 09

STRAIGHT BILL OF LADING
ORIGINAL — NOT NEGOTIABLE



9850 Havana St.
 Henderson, CO 80640-8443
 (303) 534-6376

This is to certify that the below named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DATE 10-1-09

DRIVER: _____ VEHICLE NUMBERS: _____ TRIP # _____

TO: Consignee Emihson Construction
 Street _____
 Destination _____ Zip Code _____

FROM: Shipper _____
 Street _____
 Origin _____ Zip Code _____

No. Shipping Units	HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	U.N. NUMBER	RATE	CHARGES
		<u>Storage Charge for Sept 09</u>	<u>2 x</u>		<u>525⁰⁰</u>	<u>= 1050⁰⁰</u>

SHIPPER ARRIVE _____ DEPART _____
 CONSIGNEE ARRIVE _____ DEPART _____

Signature below constitutes employment of CAST to perform service and use equipment and labor described above as well as agreement of customer to pay for same within fifteen (15) days from date of service. If not then paid on demand to pay interest from date of service of 1-1/2% per month (ANNUAL PERCENTAGE RATE 18%) in addition to reasonable costs of collection including attorney's fees.

Note — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated on the shipper to be not exceeding
 \$ _____ per _____

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.
 (Signature of Consignor)

TOTAL CHARGES: \$ _____
 FREIGHT CHARGES:
 FREIGHT PREPAID Check box if charges are to be collected.
 except when box at right is checked.

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request, 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 service 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.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER: _____
 PER: _____
 DATE: _____

CONSIGNEE: _____
 PER: _____
 DATE: _____

*Mark with "X" to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations.

9850 Havana Street
Henderson, CO 80640
www.castrans.com
303-534-6376 Main
800-369-6374 Watts
303-853-3377 Fax



NUMBER WHEN REMITTING

INV NO. S228938

Shipper: CAST TRANSPORTATION
9850 Havana St.
HENDERSON, CO 80640

Consignee: ERICKSON CONSTRUCTION, LLC
701 MAIDEN CHOICE LN
STEVE MCGOMERY
CATONSVILLE, MD 21228

Bill To: ERICKSON CONSTRUCTION, LLC
701 MAIDEN CHOICE LN
STEVE MCGOMERY
CATONSVILLE, MD 21228

Please
Remit To: Cast Transportation
PO Box 172257
Denver, CO 80217-2257

Terms are 15 Days from Receipt of
Invoice. Thank You!

REFERENCE #	BILLING DATE	SHIPPING DATE	TRACTOR #	TRAILER #
	12/4/2009	11/1/2009	UNKNOWN	UNKNOWN

DESCRIPTION	ACTUAL WEIGHT	BILLING QUANTITY	RATE	CHARGES
FREIGHT ALL KINDS Freight (Flat)		2. Event	525.00 \$/Event	\$1,050.00

Total Due **\$1,050.00**

STORAGE CHARGES NOVEMBER 2009 2 ACRES @ 525.00 PER ACRE

**STRAIGHT BILL OF LADING
ORIGINAL — NOT NEGOTIABLE**



9850 Havana St.
Henderson, CO 80640-8443
(303) 534-6376

This is to certify that the below named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DATE 12-3-09

DRIVER: _____ VEHICLE NUMBERS: _____ TRIP # S228938

TO: Consignee <u>Erickson</u> Street _____ Destination _____ Zip Code _____	FROM: Shipper _____ Street _____ Origin _____ Zip Code _____
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No. Shipping Units	HM	Kind of Packaging, Description of Articles Special Marks and Exceptions	Weight (Subject to Correction)	U.N. NUMBER	RATE	CHARGES
		<u>Storage Charge Nov 2009</u>	<u>2 units x 525</u>			<u>1050⁰⁰</u>
SHIPPER ARRIVE _____		CONSIGNEE ARRIVE _____		DEPART _____		DEPART _____

Signature below constitutes employment of CAST to perform service and use equipment and labor described above as well as agreement of customer to pay for same within fifteen (15) days from date of service. If not then paid on demand to pay interest from date of service of 1-1/2% per month (ANNUAL PERCENTAGE RATE 18%) in addition to reasonable costs of collection including attorney's fees.

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RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request, 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 service 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.
 Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER: PER: DATE:	CONSIGNEE: PER: DATE:
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*Mark with "X" to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations.