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19303

MAR 21 1995 4:28 PM

March 21, 1995

Honorable Vernon A. Williams
Secretary
Interstate Commerce Commission
Room 2215
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

RECEIVED
MAR 21 5 16 PM '95
OFFICE OF SECRETARY
ICC

Dear Mr. Williams:

Enclosed for filing and recordation pursuant to 49 U.S.C. § 11303 are one original, one certified true copy and two copies of the document hereinafter described. It relates to railroad equipment identified below.

Agreement of Indemnity, a primary document, (the Agreement of Indemnity") as of July 1, 1992 between (1) Morrison Knudsen Corporation, Atascosa Mining Co., E.E. Black, Ltd., Black Construction Corporation, Black Micro Corporation, Centennial Engineering, Inc., CF Systems Corporation, CF Systems Remediation, MK Gold Company, Morrison Knudsen Corporation, a Delaware corporation, Morrison Knudsen Corporation, an Ohio corporation, G.W. Murphy Construction Co., Inc., National Projects, Inc., Navasota Mining Company, Inc., Northern Construction Company, Ltd., Western Aircraft, Inc., and Yampa Mining Co., contractors and debtors (the "Debtors"), (2) Morrison Knudsen Corporation, Atascosa Mining Co., E.E. Black, Ltd., Black Construction Corporation, Black Micro Corporation, Centennial Engineering, Inc., CF Systems Corporation, CF Systems Remediation, MK Gold Company, Morrison Knudsen Corporation, a Delaware corporation, Morrison Knudsen Corporation, an Ohio corporation, G.W. Murphy Construction Co., Inc., National Projects, Inc., Navasota Mining Company, Inc., Northern Construction Company, Ltd., Western Aircraft, Inc., and Yampa Mining Co., indemnitors and Debtors, and (3) Fidelity and

Allen Steptoe - Counsel

Mar 22 9 21 AM '95

LICENSING DIVISION

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Deposit Company of Maryland, Colonial American Casualty
and Surety Company, singly or in combination, surety
and secured party.

The equipment subject to this document consists of any
and all railroad cars and other rolling stock constituting
Collateral (as defined in Attachment A).

The names and addresses of the parties to the document
are as follows:

Surety and
Secured Party:

Fidelity and Deposit Company
of Maryland, Colonial American
Casualty and Surety Company,
singly or in combination

Fidelity Building,
Charles & Lexington Streets
P. O. Box 1227
Baltimore, MD 21203

Contractors and
Debtors:

Morrison Knudsen Corporation,
Atascosa Mining Co.,
E.E. Black, Ltd.,
Black Construction Corporation,
Black Micro Corporation,
Centennial Engineering, Inc.,
CF Systems Corporation,
CF Systems Remediation,
MK Gold Company,
Morrison Knudsen Corporation,
a Delaware corporation,
Morrison Knudsen Corporation,
an Ohio corporation,
G.W. Murphy Construction Co., Inc.,
National Projects, Inc.,
Navasota Mining Company, Inc.,
Northern Construction Company,
Ltd.,
Western Aircraft, Inc.,
and Yampa Mining Co.

Address:

P.O. Box 73
Boise, Idaho 83729

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Indemnitors and
Debtors:

Morrison Knudsen Corporation,
Atascosa Mining Co.,
E.E. Black, Ltd.,
Black Construction Corporation,
Black Micro Corporation,
Centennial Engineering, Inc.,
CF Systems Corporation,
CF Systems Remediation,
MK Gold Company,
Morrison Knudsen Corporation,
a Delaware corporation,
Morrison Knudsen Corporation,
an Ohio corporation,
G.W. Murphy Construction Co., Inc.,
National Projects, Inc.,
Navasota Mining Company, Inc.,
Northern Construction Company,
Ltd.,
Western Aircraft, Inc.,
and Yampa Mining Co.

Address: P.O. Box 73
Boise, Idaho 83729

Please file and record the document with indexing under the foregoing names.

A fee of \$21.00 is enclosed for the recordation. Please return the original and any extra copies not needed by the Commission for recordation to the person presenting this letter.

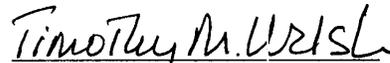
A short summary of the document to appear in the index follows:

Agreement of Indemnity as of July 1, 1992 between (1) Morrison Knudsen Corporation, Atascosa Mining Co., E.E. Black, Ltd., Black Construction Corporation, Black Micro Corporation, Centennial Engineering, Inc., CF Systems Corporation, CF Systems Remediation, MK Gold Company, Morrison Knudsen Corporation, a Delaware corporation, Morrison Knudsen Corporation, an Ohio corporation, G.W. Murphy Construction Co., Inc., National Projects, Inc., Navasota Mining Company, Inc., Northern Construction Company, Ltd., Western Aircraft, Inc., and Yampa Mining Co., contractors and debtors, (2) Morrison Knudsen Corporation, Atascosa Mining Co.,

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E.E. Black, Ltd., Black Construction Corporation, Black Micro Corporation, Centennial Engineering, Inc., CF Systems Corporation, CF Systems Remediation, MK Gold Company, Morrison Knudsen Corporation, a Delaware corporation, Morrison Knudsen Corporation, an Ohio corporation, G.W. Murphy Construction Co., Inc., National Projects, Inc., Navasota Mining Company, Inc., Northern Construction Company, Ltd., Western Aircraft, Inc., and Yampa Mining Co., indemnitors and debtors, and (3) Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, singly or in combination, surety and secured party, covering all of the Collateral.

Very truly yours,


Timothy M. Walsh

Attorney for Fidelity and
Deposit Company of Maryland,
Colonial American Casualty and
Surety Company

Enclosures

Attachment A

"Collateral" shall mean all of the collateral listed or described in paragraph THIRD, entitled "Assignment," of the Agreement of Indemnity, including, without limitation, the rights, title, and interest of the Debtors (or any of them) in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site or sites of any and all of the contractual work referred to in the contracts listed in Table A, attached hereto, including materials purchased for or chargeable to such contracts, materials which may be in process of construction, in storage elsewhere, or in transportation to any and all of said sites, including, without limitation, any and all of the debtors' rights, title and interest relating to the aforesaid contracts in any of the railroad cars and/or other rolling stock listed in Table A, attached hereto.

19303

Agreement of Indemnity

1 THIS AGREEMENT of Indemnity, made and entered into this 1st day of July, 1992
 2 by Morrison Knudsen Corporation, a Delaware Corporation or any of the companies
(Insert full name and address of Contractor)
 3 listed in paragraph Twenty-Third (hereinafter called the Contractor) and
 4 Morrison Knudsen Corporation, a Delaware Corporation and the companies listed in
(Insert full names and addresses of Indemnitors, if any)
 5 paragraph Twenty-Third
 6 (hereinafter called the Indemnitors, if any) and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,
 7 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, singly or in combination, their address being Fidelity Building,
 8 Charles and Lexington Streets, P. O. Box 1227, Baltimore, Md. 21203, their successors and assigns (hereinafter called Surety),

WITNESSETH:

9 WHEREAS, the Contractor, in the performance of contracts and the fulfillment of obligations generally, whether
 10 in its own name solely or as co-adventurer with others, may desire or be required to give or procure certain surety
 11 bonds, undertakings or instruments of guarantee, and to renew, or continue or substitute from time to time the same
 12 or new bonds, undertakings or instruments of guarantee with the same or different penalties, and/or conditions, any
 13 one or more of which are hereinafter called Bonds; or the Contractor or Indemnitors may request the Surety to
 14 refrain from cancelling said Bonds; and

15 WHEREAS, at the request of the Contractor and the Indemnitors and upon the express understanding that this
 16 Agreement of Indemnity be given, the Surety has executed or procured to be executed, and may from time to time
 17 hereafter execute or procure to be executed, said Bonds on behalf of the Contractor; and

18 WHEREAS, the Indemnitors have a substantial, material and beneficial interest in the obtaining of the Bonds
 19 or in the Surety's refraining from cancelling said Bonds.

20 NOW, THEREFORE, in consideration of the premises the Contractor and Indemnitors for themselves, their heirs,
 21 executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree with the Surety,
 22 as follows:

PREMIUMS

23 FIRST: The Contractor and Indemnitors will pay to the Surety in such manner as may be agreed upon all
 24 premiums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rates, or as
 25 otherwise agreed upon, until the Contractor or Indemnitors shall serve evidence satisfactory to the Surety of its discharge
 26 or release from the Bonds and all liability by reason thereof.

INDEMNITY

27 SECOND: The Contractor and Indemnitors shall exonerate, indemnify, and keep indemnified the Surety from and
 28 against any and all liability for losses and/or expenses of whatsoever kind or nature (including, but not limited to,
 29 interest, court costs and counsel fees) and from and against any and all such losses and/or expenses which the
 30 Surety may sustain and incur: (1) By reason of having executed or procured the execution of the Bonds, (2) By
 31 reason of the failure of the Contractor or Indemnitors to perform or comply with the covenants and conditions of
 32 this Agreement or (3) In enforcing any of the covenants and conditions of this Agreement. Payment by reason of
 33 the aforesaid causes shall be made to the Surety by the Contractor and Indemnitors as soon as liability exists or
 34 is asserted against the Surety, whether or not the Surety shall have made any payment therefor. Such payment shall
 35 be equal to the amount of the reserve set by the Surety. In the event of any payment by the Surety the Contractor
 36 and Indemnitors further agree that in any accounting between the Surety and the Contractor, or between the Surety
 37 and the Indemnitors, or either or both of them, the Surety shall be entitled to charge for any and all disbursements
 38 made by it in good faith in and about the matters herein contemplated by this Agreement under the belief that
 39 it is or was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such
 40 disbursements, whether or not such liability, necessity or expediency existed; and that the vouchers or other evidence
 41 of any such payments made by the Surety shall be prima facie evidence of the fact and amount of the liability to the Surety.

ASSIGNMENT

42 THIRD: The Contractor, the Indemnitors hereby consenting, will assign, transfer and set over, and does hereby
 43 assign, transfer and set over to the Surety, as collateral, to secure the obligations in any and all of the paragraphs
 44 of this Agreement and any other indebtedness and liabilities of the Contractor to the Surety, whether heretofore or
 45 hereafter incurred, the assignment in the case of each contract to become effective as of the date of the bond covering
 46 such contract, but only in the event of (1) any abandonment, forfeiture or breach of any contracts referred to in
 47 the Bonds or of any breach of any said Bonds; or (2) of any breach of the provisions of any of the paragraphs
 48 of this Agreement; or (3) of a default in discharging such other indebtedness or liabilities when due; or (4) of
 49 any assignment by the Contractor for the benefit of creditors, or of the appointment, or of any application for the
 50 appointment, of a receiver or trustee for the Contractor whether insolvent or not; or (5) of any proceeding which
 51 deprives the Contractor of the use of any of the machinery, equipment, plant, tools or material referred to in section
 52 (b) of this paragraph; or (6) of the Contractor's dying, absconding, disappearing, incompetency, being convicted of
 53 a felony, or imprisoned if the Contractor be an individual: (a) All the rights of the Contractor in, and growing
 54 in any manner out of, all contracts referred to in the Bonds, or in, or growing in any manner out of the Bonds;
 55 (b) All the rights, title and interest of the Contractor in and to all machinery, equipment, plant, tools and materials
 56 which are now, or may hereafter be, about or upon the site or sites of any and all of the contractual work referred
 57 to in the Bonds or elsewhere, including materials purchased for or chargeable to any and all contracts referred to
 58 in the bonds, materials which may be in process of construction, in storage elsewhere, or in transportation to any
 59 and all of said sites; (c) All the rights, title and interest of the Contractor in and to all subcontracts let or to
 60 be let in connection with any and all contracts referred to in the Bonds, and in and to all surety bonds supporting
 61 such subcontracts; (d) All actions, causes of actions, claims and demands whatsoever which the Contractor may have
 62 or acquire against any subcontractor, laborer or materialman, or any person furnishing or agreeing to furnish or
 63 supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of any and
 64 all contracts referred to in the Bonds; and against any surety or sureties of any subcontractor, laborer, or materialman;
 65 (e) Any and all percentages retained and any and all sums that may be due or hereafter become due on account
 66 of any and all contracts referred to in the Bonds and all other contracts whether bonded or not in which the Contractor has an interest.

TRUST FUND

67 FOURTH: If any of the Bonds are executed in connection with a contract which by its terms or by law prohibits
 68 the assignment of the contract price, or any part thereof, the Contractor and Indemnitors covenant and agree that
 69 all payments received for or on account of said contract shall be held as a trust fund in which the Surety has
 70 an interest, for the payment of obligations incurred in the performance of the contract and for labor, materials,

71. and services furnished in the prosecution of the work provided in said contract or any authorized extension or
72 modification thereof; and, further, it is expressly understood and declared that all monies due and to become due
73 under any contract or contracts covered by the Bonds are trust funds, whether in the possession of the Contractor
74 or Indemnitors or otherwise, for the benefit of and for payment of all such obligations in connection with any
75 such contract or contracts for which the Surety would be liable under any of said Bonds, which said trust also
76 inures to the benefit of the Surety for any liability or loss it may have or sustain under any said Bonds, and
77 this Agreement and declaration shall also constitute notice of such trust.

UNIFORM COMMERCIAL CODE

78 FIFTH: That this Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement,
79 both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code
80 is in effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights
81 of the Surety under this Agreement or under law, or in equity.

TAKEOVER

82 SIXTH: In the event of any breach or default asserted by the obligee in any said Bonds, or the Contractor
83 has abandoned the work on or forfeited any contract or contracts covered by any said Bonds, or has failed to
84 pay obligations incurred in connection therewith, or in the event of the death, disappearance, Contractor's conviction
85 for a felony, imprisonment, incompetency, insolvency, or bankruptcy of the Contractor, or the appointment of a receiver
86 or trustee for the Contractor, or the property of the Contractor, or in the event of an assignment for the benefit of
87 creditors of the Contractor, or if any action is taken by or against the Contractor under or by virtue of the National
88 Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against the Contractor under said Act,
89 or if any action is taken by or against the Contractor under the insolvency laws of any state, possession, or territory
90 of the United States the Surety shall have the right, at its option and in its sole discretion and is hereby authorized,
91 with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement,
92 to take possession of any part or all of the work under any contract or contracts covered by any said Bonds,
93 and at the expense of the Contractor and Indemnitors to complete or arrange for the completion of the same,
94 and the Contractor and Indemnitors shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

CHANGES

95 SEVENTH: The Surety is authorized and empowered, without notice to or knowledge of the Indemnitors to
96 assent to any change whatsoever in the Bonds, and/or any contracts referred to in the Bonds, and/or in the general
97 conditions, plans and/or specifications accompanying said contracts, including, but not limited to, any change in
98 the time for the completion of said contracts and to payments or advances thereunder before the same may be
99 due, and to assent to or take any assignment or assignments, to execute or consent to the execution of any continuations,
100 extensions or renewals of the Bonds and to execute any substitute or substitutes therefor, with the same or different
101 conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood
102 and agreed that the Indemnitors shall remain bound under the terms of this Agreement even though any such assent
103 by the Surety does or might substantially increase the liability of said Indemnitors.

ADVANCES

104 EIGHTH: The Surety is authorized and empowered to guarantee loans, to advance or lend to the Contractor
105 any money, which the Surety may see fit, for the purpose of any contracts referred to in, or guaranteed by the
106 Bonds; and all money expended in the completion of any such contracts by the Surety, or lent or advanced from
107 time to time to the Contractor, or guaranteed by the Surety for the purposes of any such contracts, and all costs,
108 and expenses incurred by the Surety in relation thereto, unless repaid with legal interest by the Contractor to the
109 Surety when due, shall be presumed to be a loss by the Surety for which the Contractor and the Indemnitors
110 shall be responsible, notwithstanding that said money or any part thereof should not be used by the Contractor.

BOOKS AND RECORDS

111 NINTH: At any time, and until such time as the liability of the Surety under any and all said Bonds is
112 terminated, the Surety shall have the right to reasonable access to the books, records, and accounts of the Contractor, and In-
113 demnitors; and any bank depository, materialman, supply house, or other person, firm, or corporation when requested
114 by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to,
115 the status of the work under contracts being performed by the Contractor, the condition of the performance of
116 such contracts and payments of accounts.

DECLINE EXECUTION

117 TENTH: Unless otherwise specifically agreed in writing, the Surety may decline to execute any Bond and the
118 Contractor and Indemnitors agree to make no claim to the contrary in consideration of the Surety's receiving this
119 Agreement; and if the Surety shall execute a Bid or Proposal Bond, it shall have the right to decline to execute
120 any and all of the bonds that may be required in connection with any award that may be made under the proposal
121 for which the Bid or Proposal Bond is given and such declination shall not diminish or alter the liability that
122 may arise by reason of having executed the Bid or Proposal Bond.

NOTICE OF EXECUTION

123 ELEVENTH: The Indemnitors hereby waive notice of the execution of said Bonds and of the acceptance of
124 this Agreement, and the Contractor and the Indemnitors hereby waive all notice of any default, or any other act
125 or acts giving rise to any claim under said Bonds, as well as notice of any and all liability of the Surety under
126 said Bonds, and any and all liability on their part hereunder, to the end and effect that, the Contractor and the
127 Indemnitors shall be and continue liable hereunder, notwithstanding any notice of any kind to which they might
128 have been or be entitled, and notwithstanding any defenses they might have been entitled to make.

HOMESTEAD

129 TWELFTH: The Contractor and the Indemnitors hereby waive, so far as their respective obligations under this
130 Agreement are concerned, all rights to claim any of their property, including their respective homesteads, as exempt
131 from levy, execution, sale or other legal process under the laws of any State, Territory, or Possession.

SETTLEMENTS

132 THIRTEENTH: The Surety shall have the right to adjust, settle or compromise any claim, demand, suit or judg-
133 ment upon the Bonds, unless the Contractor and the Indemnitors shall request the Surety to litigate such claim or
134 demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Surety, at the time
135 of such request, cash or collateral satisfactory to the Surety in kind and amount, to be used in paying any judgment
136 or judgments rendered or that may be rendered, with interest, costs, expenses and attorneys' fees, including those of the
137 Surety.

SURETIES

138 FOURTEENTH: In the event the Surety procures the execution of the Bonds by other sureties, or executes the

139 Bonds with co-sureties, or reinsures any portion of said Bonds with reinsuring sureties, then all the terms and
140 conditions of this Agreement shall inure to the benefit of such other sureties, co-sureties and reinsuring sureties,
141 as their interests may appear.

SUITS

142 FIFTEENTH: Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery
143 of judgment upon any cause of action shall not prejudice or bar the bringing of other suits, upon other causes of action, whether
144 theretofore or thereafter arising.

OTHER INDEMNITY

145 SIXTEENTH: That the Contractor and the Indemnitors shall continue to remain bound under the terms of this
146 Agreement even though the Surety may have from time to time heretofore or hereafter, with or without notice to or
147 knowledge of the Contractor and the Indemnitors, accepted or released other agreements of indemnity or collateral
148 in connection with the execution or procurement of said Bonds, from the Contractor or Indemnitors or others, it
149 being expressly understood and agreed by the Contractor and the Indemnitors that any and all other rights which
150 the Surety may have or acquire against the Contractor and the Indemnitors and/or others under any such other or
151 additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded
152 the Surety under this Agreement.

INVALIDITY

153 SEVENTEENTH: In case any of the parties mentioned in this Agreement fail to execute the same, or in case the
154 execution hereof by any of the parties be defective or invalid for any reason, such failure, defect or invalidity shall
155 not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the
156 same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent
157 as if such failure, defect or invalidity had not existed. It is understood and agreed by the Contractor and Indemnitors
158 that the rights, powers, and remedies given the Surety under this Agreement shall be and are in addition to, and not
159 in lieu of, any and all other rights, powers, and remedies which the Surety may have or acquire against the Contractor
160 and Indemnitors or others whether by the terms of any other agreement or by operation of law or otherwise.

ATTORNEY IN FACT

161 EIGHTEENTH: The Contractor and Indemnitors hereby irrevocably nominate, constitute, appoint and designate
162 the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Con-
163 tractor and Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the
164 Contractor and Indemnitors to make, execute, and deliver any and all additional or other assignments, documents or
165 papers deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning
166 of the within assignments, but also to the full protection intended to be herein given to the Surety under all other provisions
167 of this Agreement. The Contractor and Indemnitors hereby ratify and confirm all acts and actions taken and
168 done by the Surety as such attorney-in-fact.

TERMINATION

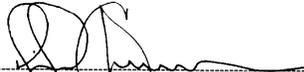
169 NINETEENTH: This Agreement may be terminated by the Contractor or Indemnitors upon twenty days' written
170 notice sent by registered mail to the Surety at its home office at Fidelity Building, Charles and Lexington Streets,
171 Baltimore, Maryland 21203, but any such notice of termination shall not operate to modify, bar, or discharge the
172 Contractor or the Indemnitors as to the Bonds that may have been theretofore executed.

173 TWENTIETH: This Agreement may not be changed or modified orally. No change or modification shall be effective
174 unless made by written endorsement executed to form a part hereof.

175 TWENTY-FIRST: Paragraphs Twenty-Second, Twenty-Third, Twenty-Fourth and Twenty-Fifth
176 hereof are set forth on the signature pages attached hereto, which, together with the
177 acknowledgement pages, constitute a part of this Agreement.

178 IN WITNESS WHEREOF, we have signed and sealed the day and year first above written.

ATTEST OR WITNESS:


David A. Chamber,
Assistant Secretary

Morrison Knudsen Corporation,
a Delaware Corporation
(Full Name and Address of Contractor)

Morrison Knudsen Plaza, Boise, ID 83707

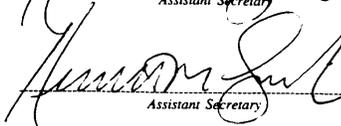
By:  (SEAL)

INDEMNITORS:

(Full Name and Address of Indemnitor)

(Full Name and Address of Indemnitor)

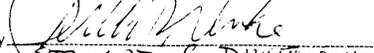
(Full Name and Address of Indemnitor)


Assistant Secretary

Assistant Secretary

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:  (SEAL)
STEWART R. DUKE Vice-President

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

By:  (SEAL)
STEWART R. DUKE Vice-President

For Acknowledgment of Contractor's Signature

INDIVIDUAL ACKNOWLEDGMENT

STATE OF..... }
COUNTY OF..... } SS:
On this..... day of....., 19..... before me, the subscriber, personally appeared
to me personally known, and known by me to be the person..... described in, and who executed, the foregoing instrument and acknowledged
same to be..... act and deed.
My Commission Expires.....
(Notary Public)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF..... }
COUNTY OF..... } SS:
On this..... day of....., 19..... before me, personally appeared
a member of the co-partnership of.....
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledged to me that he executed
the same as and for the act and deed of the said co-partnership.
My Commission Expires.....
(Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho..... }
COUNTY OF Ada..... } SS:
On this 1st day of April, 1993 before me, the subscriber, personally
appeared..... to me personally known, who, being duly sworn, did depose
(Insert here name of officer who signs for the corporation) Secretary, General Counsel
and say that he resided in the city of Boise, Idaho, that he is the Senior Vice President of
Morrison Knudsen Corporation the corporation described in, and which executed, the within instrument;
that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with
David A. Channer, and knows that he is the Assistant Secretary of said corpo-
(Insert here name of officer who attests for corporation)
ration and that he subscribed his name to the within instrument by a like order of the said Board of Directors.
My Commission Expires November 13, 1997
Lawrence Aldrich
(Notary Public)

For Acknowledgment of Indemnitor's Signatures

INDIVIDUAL ACKNOWLEDGMENT

STATE OF..... }
COUNTY OF..... } SS:
On this..... day of....., 19..... before me, the subscriber, personally appeared
to me personally known, and known by me to be the person..... described in, and who executed, the foregoing instrument and acknowledged
same to be..... act and deed.
My Commission Expires.....
(Notary Public)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF..... }
COUNTY OF..... } SS:
On this..... day of....., 19..... before me, the subscriber, personally appeared
to me personally known, and known by me to be the person..... described in, and who executed, the foregoing instrument and acknowledged
same to be..... act and deed.
My Commission Expires.....
(Notary Public)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF..... }
COUNTY OF..... } SS:
On this..... day of....., 19..... before me, personally appeared
a member of the co-partnership of.....
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledged to me that he executed
the same as and for the act and deed of the said co-partnership.
My Commission Expires.....
(Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF..... }
COUNTY OF..... } SS:
On this..... day of....., 19..... before me, the subscriber, personally appeared
appeared..... to me personally known, who, being duly sworn, did depose
(Insert here name of officer who signs for the corporation)
and say that he resides in the city of....., that he is the..... President of
..... the corporation described in, and which executed, the within instrument;
that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with.....
(Insert here name of officer who attests for corporation)..... and knows that he is the..... Secretary of said
corporation and that he subscribed his name to the within instrument by a like order of the said Board of Director:..
My commission expires.....
(Notary Public)

Attached to and made a part of the Agreement of Indemnity consisting of three pages and dated the 1st day of July, 1992 made and entered into between Morrison Knudsen Corporation, a Delaware Corporation, and the companies listed in paragraph Twenty-Third as Contractors and Indemnitors, and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, singly or in combination, as Surety.

TWENTY-SECOND: Whereas, Surety in reliance on Agreement of Indemnity dated the 26th day of October 1981 and various other agreements have heretofore executed or procured Bonds at the request of and on behalf of Morrison Knudsen Company, Inc. and/or various subsidiaries, each acting in its own name solely or as co-adventures composed of combinations of any or all of them, as well as co-adventures with others. Whereas, Morrison Knudsen Company, Inc. and subsidiaries subsequently became direct or indirect subsidiaries of Morrison Knudsen Corporation, a Delaware Corporation. Now, therefore in consideration of Surety's agreement to consider executing additional Bonds for the companies listed in paragraph Twenty-Third (subject to paragraph Tenth of this Agreement) this indemnity shall also apply to any Bond or Bonds previously executed or procured on behalf of Morrison Knudsen Company, Inc. and/or its subsidiaries.

TWENTY-THIRD: The terms "Contractors" and "Indemnitors" as used in said agreement shall include the following parties:

Atascosa Mining Co.
E.E. Black, Ltd.
Black Construction Corporation
Black Micro Corporation
Centennial Engineering, Inc.
CF Systems Corporation
CF Systems Remediation
MK Gold Company
Morrison Knudsen Corporation, a Delaware Corporation
Morrison Knudsen Corporation, an Ohio Corporation
G.W. Murphy Construction Co., Inc.
National Projects, Inc.
Navasota Mining Company, Inc.
Northern Construction Company, Ltd.
Western Aircraft, Inc.
Yampa Mining Co.

The term "Contractor" shall also include any company in which any of the above named parties owns a controlling interest, directly or indirectly, whether in existence now or hereafter acquired each acting in its own name solely or operating under a trade name, or as co-adventures composed of combinations of any or all of them, as well as co-adventures with others.

TWENTY-FOURTH: With respect to any Bonds executed or procured for Contractor(s) as co-adventures with others, if Surety requests Contractor(s) to execute and Contractor(s) do execute an Application for Performance and Payment Bonds and Indemnity Agreement (Form 1, 2, or 3) the obligations of the undersigned Indemnitors with respect to any Bonds issued in connection with such Application shall be limited to the amount of the obligations assumed by the Contractor(s) in said Application for Performance and Payment Bonds and Indemnity Agreement (Form 1, 2, or 3), otherwise the duties and obligations of the Contractors and Indemnitors will, without limitation, be governed by the provisions of this agreement.

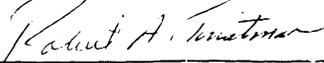
TWENTY-FIFTH: Wherever Colonial American Casualty and Surety Company is mentioned in this Agreement of Indemnity, it is construed to also mean Fidelity and Deposit Company. Effective January 1, 1992 Fidelity and Deposit Company changed its name to Colonial American Casualty and Surety Company.

IN WITNESS THEREOF, we have signed and sealed the day and year first written above.

Attest:


S. G. Hanks, Secretary

Atascosa Mining Co.

By: 
Robert A. Tinstmar, President

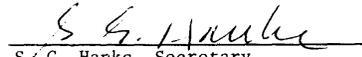
Attest:


J. S. Voorhees, Vice President and
Attest: Assistant Secretary


J. S. Voorhees, Vice President and
Attest: Assistant Secretary


J. S. Voorhees, Vice President and
Attest: Assistant Secretary


T. D. Gray, Senior Vice President,
Secretary and Treasurer
Attest:


S. G. Hanks, Secretary
Attest:


S. G. Hanks, Secretary
Attest:

Attest:

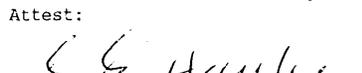

S. G. Hanks, Secretary
Attest:


David A. Channer, Assistant Secretary

Attest:


David A. Channer, Assistant Secretary
Attest:


J. S. Voorhees, Vice President and
Assistant Secretary
Attest:


S. G. Hanks, Senior Vice President,
Attest: Secretary and General Counsel


S. G. Hanks, Secretary

E.E. Black, Ltd.

By: 
E. R. Ferguson, President
Black Construction Corporation

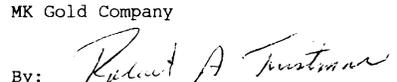
By: 
E. R. Ferguson, President
Black Micro Corporation

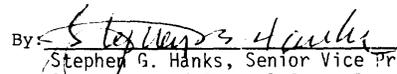
By: 
E. R. Ferguson, President
Centennial Engineering, Inc.

By: 
Larry B. Thomas, President
CF Systems Corporation

By: 
S. W. Box, President
CF Systems Remediation

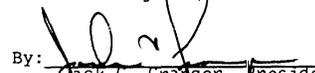
By: 
S. W. Box, President
MK Gold Company

By: 
Robert A. Tinstman, President
Morrison Knudsen Corporation,
a Delaware Corporation

By: 
Stephen G. Hanks, Senior Vice President
Secretary and General Counsel
Morrison Knudsen Corporation,
an Ohio Corporation

By: 
Stephen G. Hanks, Sr. VP, Secy. & Gen. Counsel
G.W. Murphy Construction Co., Inc.

By: 
E. R. Ferguson, Managing Director
National Projects, Inc.

By: 
Jack C. Granger, President
Navasota Mining Company, Inc.

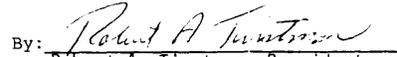
By: 
Robert A. Tinstman, President

TABLE A

MANUFACTURER	CONTRACT	TYPE OF CAR	QUANTITY
Morrison Knudson Corporation	Contract, as amended from time, between Morrison Knudson Corporation and the National Railroad Passenger Corporation (Amtrak), bonded by either or both of the secured parties, such bond effective February 19, 1993.	Viewliner sleeper cars	100 ^{1/}
Morrison Knudson Corporation	Contract, as amended from time to time, between Morrison Knudson Corporation and Commuter Rail Division of the Regional Transportation Authority, D/B/A Metra/Metropolitan Rail (Metra), bonded by either or both of the secured parties, such bond effective June 19, 1992.	Trailer cars; with fully accessible facilities. Electric Multiple-Unit Cars Cab Cars Highliner commuter cars	158 20 173 140
Morrison Knudson Corporation	Contract, as amended from time to time, between Morrison Knudson Corporation and the State of California Department of Transportation, bonded by either or both of the secured parties, such bond effective March 2, 1992.	Commuter cars Intercity cars Special purpose cars	up to 140 up to 120 up to 100
Morrison Knudson Corporation	Contract No. 42DA-110, as amended from time to time, between Morrison Knudson Corporation and the San Francisco Bay Area Rapid Transit District, bonded by either or both of the secured parties, such bond effective April 24, 1992.	Transit cars	250 ^{2/}

^{1/} 50-car base order plus up to 50 additional cars at Amtrak's option.

^{2/} 50-car base order plus up to 200 additional cars at purchaser's option.



Interstate Commerce Commission
Washington, D.C. 20423-0001

3/22/95

Office Of The Secretary

Timothy M. Walsh
Steptoe & Johnson
1330 Connecticut Avenue, NW
Washington, DC., 20036

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of
the Interstate Commerce Act, 49 U.S.C. 11303, on** 3/21/95 at 5:20PM, and
assigned recordation number(s). 19303.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100568001)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

*(Payments as received on March 21, 1995).

Signature

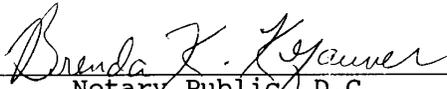
REGISTRATION NO. 19303
FEB 1995

MAR 21 1995 6:22 PM

DISTRICT OF COLUMBIA: SS

I, Brenda K. Kefauver, a Notary in and for the said jurisdiction, do hereby certify that I have compared the copy of the Agreement of Indemnity, dated July 1, 1992, between Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company and Morrison Knudsen Corporation and the other companies listed in paragraph Twenty-Third therein, with the original Agreement of Indemnity of which it is a copy and do hereby certify that such copy is complete and identical in all respects to the original Agreement of Indemnity of which it is a copy.

GIVEN under my hand and official seal this 21st day of March, 1995.



Notary Public, D.C.

My commission expires:

BRENDA K. KEFAUVER
District of Columbia
My Commission Expires
September 14, 1997

Attest:

S. G. Hanks
S. G. Hanks, Secretary

Attest:

S. G. Hanks
S. G. Hanks, Secretary

Attest:

S. G. Hanks
S. G. Hanks, Secretary

Northern Construction Company, Ltd.

By: Jack C. Granger
Jack C. Granger, President
Western Aircraft, Inc.

By: Brent D. Brandon
Brent D. Brandon, President

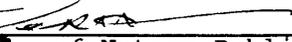
Yampa Mining, Co.

By: Robert A. Tinstman
Robert A. Tinstman, President

State of Maryland
County of Baltimore, ss; _____

On this 21st day of March, 1995 before me personally appeared Stewart R. Duke, to me personally known, who being by me duly sworn, says that (s)he is the Vice President of Fidelity 3 Depos. & Co. of Md., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)



Dennis R. Dennis, Notary Public
My commission expires 2-1-97



State of Maryland
County of Baltimore, ss; _____

On this 21st day of March, 1995 before me personally appeared Stewart R. Duke, to me personally known, who being by me duly sworn, says that (s)he is the and Surety Co. Vice President of Colonial American Casualty, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)



[Signature]
Signature of Notary Public
My Commission expires 2-1-97

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Ada } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared Robert A. Tinstman to me personally known, who, being duly sworn, did depose and say that he resided in the city of Boise, Idaho, that he is the President of Atascosa Mining Co. the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with S. G. Hanks, and knows that he is the Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors. My Commission Expires November 13, 1997 [Signature: Audrey Aldrich] (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Hawaii }
COUNTY OF Honolulu } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared E. R. Ferguson to me personally known, who, being duly sworn, did depose and say that he resides in the city of Honolulu, Hawaii, that he is the President of E. E. Black, Limited the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with J. S. Voorhees, and knows that he is the Assistant Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors. My commission expires 3/4/97 [Signature: Betty L. MacMackin] (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Hawaii }
COUNTY OF Honolulu } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared E. R. Ferguson to me personally known, who, being duly sworn, did depose and say that he resided in the city of Honolulu, Hawaii, that he is the President of Black Construction Corporation the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with J. S. Voorhees, and knows that he is the Assistant Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors. My Commission Expires 3/4/97 [Signature: Betty L. MacMackin] (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Hawaii }
COUNTY OF Honolulu } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared E. R. Ferguson to me personally known, who, being duly sworn, did depose and say that he resides in the city of Honolulu, Hawaii, that he is the President of Black Micro Corporation the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with J. S. Voorhees, and knows that he is the Assistant Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors. My commission expires 3/4/97 [Signature: Betty L. MacMackin] (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared Larry R. Thomas to me personally known, who, being duly sworn, did depose and say that he resided in the city of _____, that he is the _____ President of Centennial Engineering, Inc. the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with T. D. Gray and knows that he is the _____ Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors.
My Commission Expires MY COMMISSION EXPIRES 8-8-95 Michele Gundersen (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Ada } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared S. W. Box to me personally known, who, being duly sworn, did depose and say that he resides in the city of Boise, Idaho, that he is the _____ President of CF Systems Corporation the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with S. G. Hanks and knows that he is the _____ Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors.
My commission expires November 13, 1997 JAWNY ALDRICH (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Ada } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared S. W. Box to me personally known, who, being duly sworn, did depose and say that he resides in the city of Boise, Idaho, that he is the _____ President of CF Systems Remediation the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with S. G. Hanks and knows that he is the _____ Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors.
My Commission Expires November 13, 1997 JAWNY ALDRICH (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Ada } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared Robert A. Tinstman to me personally known, who, being duly sworn, did depose and say that he resides in the city of Boise, Idaho, that he is the _____ President of MK Gold Company the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with S. G. Hanks and knows that he is the _____ Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors.
My commission expires November 13, 1997 JAWNY ALDRICH (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Ada } ss:

On this 1st day of April, 1993, before me, the subscriber, personally appeared Stephen G. Hanks to me personally known, who, being duly sworn, did depose and say that he resided in the city of Boise, Idaho, that he is the Senior Vice President of Morrison Knudsen Corporation...

My Commission Expires November 13, 1997 [Signature: Lawmy Aldrich] (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Ada } ss:

On this 1st day of April, 1993, before me, the subscriber, personally appeared Stephen G. Hanks to me personally known, who, being duly sworn, did depose and say that he resides in the city of Boise, Idaho, that he is the Senior Vice President of Morrison Knudsen Corporation...

My commission expires November 13, 1997 [Signature: Lawmy Aldrich] (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Hawaii }
COUNTY OF Honolulu } ss:

On this 1st day of April, 1993, before me, the subscriber, personally appeared E. R. Ferguson to me personally known, who, being duly sworn, did depose and say that he resided in the city of Honolulu Hawaii, that he is the Managing Director/President of G. W. Murphy Construction Co., Inc....

My Commission Expires November 13, 1997 [Signature: Betty G. MacMachin] (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Ada } ss:

On this 1st day of April, 1993, before me, the subscriber, personally appeared Jack C. Granger to me personally known, who, being duly sworn, did depose and say that he resides in the city of Boise, Idaho, that he is the President of National Projects, Inc....

My commission expires November 13, 1997 [Signature: Lawmy Aldrich] (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Ada } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared Robert A. Tinstman to me personally known, who, being duly sworn, did depose and say that he resided in the city of Boise, Idaho, that he is the President of Navasota Mining Company the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with S. G. Hanks, and knows that he is the Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors.
My Commission Expires November 13, 1997

Jawny Aldrich
(Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Ada } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared Jack C. Granger to me personally known, who, being duly sworn, did depose and say that he resides in the city of Boise, Idaho, that he is the President of Northern Construction Company, Ltd. the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with S. G. Hanks, and knows that he is the Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors.
My commission expires November 13, 1997

Jawny Aldrich
(Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Ada } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared Brent D. Brandon to me personally known, who, being duly sworn, did depose and say that he resided in the city of Boise, Idaho, that he is the President of Western Aircraft, Inc. the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with S. G. Hanks, and knows that he is the Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors.
My Commission Expires November 13, 1997

Jawny Aldrich
(Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Ada } SS:
On this 1st day of April, 1993, before me, the subscriber, personally appeared Robert A. Tinstman to me personally known, who, being duly sworn, did depose and say that he resides in the city of Boise, Idaho, that he is the President of Yampa Mining Co. the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with S. G. Hanks, and knows that he is the Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors.
My commission expires November 13, 1997

Jawny Aldrich
(Notary Public)