

TRADEMARKS

Attached.

Trademarks

Morrison Knudsen Corporation (Ohio)	USA	2199496	"MK"	October 27, 1998
Morrison Knudsen Corporation (Ohio)	USA	1744815	"MORRISON KNUDSEN", "MK CO" (& design)	January 5, 1993
Morrison Knudsen Corporation (Ohio)	USA	1699437	"MK CO" in circular logo	July 7, 1992
Morrison Knudsen Corporation (Ohio)	USA	1716505	"MORRISON KNUDSEN"	September 15, 1992
Morrison Knudsen Corporation (Ohio)	USA	1872755	"RESOLUTION"	January 10, 1995

Trademarks

Owner	Location	Registration Number	Description	Registration Date
Morrison Knudsen Corporation (Ohio)	Argentina	1.558.789	"MK CO" in circular logo	August 12, 1994
Morrison Knudsen Corporation (Ohio)	Australia	637021	"MK CO" in circular logo	June 7, 1996
Morrison Knudsen Corporation (Ohio)	Mexico	139563	"MORRISON KNUDSEN" and logo	May 13, 1992
Morrison Knudsen Corporation (Ohio)	Saudi Arabia	273/84	"MORRISON KNUDSEN", "MK CO" (& design)	January 24, 1993
Morrison Knudsen Corporation (Ohio)	Taiwan	60774	"MK CO" and design	December 16, 1992
Morrison Knudsen Corporation (Ohio)	Thailand	Bor. 2695	"MK CO" in circular logo	March 15, 1995
Morrison Knudsen Corporation (Ohio)	Brazil	006099826 006099834 006254655 006143652 006155731 006333567 006333605 006333575 006355773 006355790 006355781 00635803 00635846 00635854 006822665 006822673 007139446 007139454 007139489 720036313 720036372 760268967	"Emkayan", "Morrison Knudsen", "Emkay", "MKCO", "MKE", "M-KE", "MKI", "MK", "MK Internacional", "M-K", "MKC"	February 7, 1996

SECURITY AGREEMENT dated as of July 7, 2000, among MORRISON KNUDSEN CORPORATION, a Delaware corporation (the "*Borrower*"), each subsidiary of the Borrower listed on Schedule I hereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York branch having an office at Eleven Madison Avenue, New York, NY 10010 ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of July 7, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*Lenders*"), including, Bank of Montreal, as Syndication Agent, Credit Suisse First Boston, as Administrative Agent, Collateral Agent, Swingline Lender, an Issuing Bank and Arranger and (b) the Guarantee Agreement dated as of July 7, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*") among the Subsidiary Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans (such term and each other capitalized term used and not otherwise defined herein having the meaning set forth or referred to in Article I) to the Borrower, and each Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of each Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents, and (c) the due and punctual payment of all obligations of the Borrower under each Hedging Agreement entered into (i) prior to the date hereof with any counterparty that is a Lender (or an Affiliate thereof) on the date hereof or (ii) on or after the date hereof with any counterparty that is a Lender (or an Affiliate thereof) at the time such Hedging

Agreement is entered into (all the monetary and other obligations described in the proceeding clauses (a) through (c) being collectively called the "*Obligations*").

Accordingly, each of the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement and all references to the Uniform Commercial Code shall mean the Uniform Commercial Code in effect in the State of New York as of the date hereof.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Accounts*" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"*Accounts Receivable*" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"*Assignable Government Contracts*" means an effective Government Contract (i) that the Grantor party thereto has the present right to assign to a third Person (other than a Subsidiary) pursuant to the terms thereof, (ii) that is reassignable to a third Person by the terms thereof, and (iii) which Government Contract and the assignment thereof meet all applicable requirements for assignments under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. Section 327 and 41 U.S.C. Section 15 (the "Assignment of Claims Act").

"*Collateral*" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts (including the Collection Deposit Accounts), (g) Investment Property and (h) Proceeds provided that, to the extent that the grant by any Grantor of a security interest pursuant to this Agreement in its right, title, and interest in (i) any asset of such Grantor would violate any applicable law or, in the good faith judgment of the Administrative Agent, in consultation with the Borrower, the expense, tax or regulatory consequences or difficulty

of obtaining such security interest would not, in light of the benefits to accrue to the Lenders, justify such grant or (ii) any contracts or any General Intangibles or Copyright Licenses, Patent Licenses or Trademark Licenses arising under such contracts is prohibited by such contracts without the consent of any other party thereto or would give any other party to such contracts the right to terminate its obligations thereunder or is permitted with consent if all necessary consents to such grant of a security interest have not been obtained from other parties thereto (it being understood that the foregoing shall not obligate such Grantor to obtain such consents), then, in the case of either clause (i) or clause (ii), a security interest in such right, title and interest shall not be granted pursuant to this Agreement; provided further that the limitation in the preceding clause (ii) shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Account or any money or other amounts due or to become due under any such contracts.

“Collection Deposit Account” shall mean a lockbox account of a Grantor maintained for the benefit of the Secured Parties with the Collateral Agent or with a Sub-Agent pursuant to a Lockbox and Depository Agreement.

“Commodity Account” shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

“Commodity Contract” shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

“Commodity Customer” shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

“Commodity Intermediary” shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

“Copyright License” shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Copyrights” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work (whether published or unpublished) subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

“*Credit Agreement*” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“*Documents*” shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

“*Entitlement Holder*” shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

“*Equipment*” shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

“*Financial Asset*” shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

“*Fixtures*” shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

“*General Intangibles*” shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements, the Purchase Agreement and other agreements and any right of a Grantor to bill and receive payment under any and all contracts, agreements or purchase orders, whether now existing or owned or hereafter arising or acquired), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

“*Government Contracts*” shall mean written contracts between the Borrower or any Subsidiary and any Federal Governmental Authority of the United States of America.

“*Intellectual Property*” shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor,

including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Inventory” shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

“Investment Property” shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

“License” shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

“Lockbox and Depository Agreement” shall mean a Lockbox and Depository Agreement substantially in the form of Annex 1 hereto among the Borrower, the Collateral Agent and a Sub-Agent.

“Obligations” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patent License” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

“Patents” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Perfection Certificate” shall mean a certificate substantially in the form of Annex 2 hereto, completed and supplemented with the schedules and attachments

contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Borrower.

“Proceeds” shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include (a) all cash and negotiable instruments received by or held on behalf of the Collateral Agent pursuant to the Lockbox System, (b) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Secured Parties” shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to a Hedging Agreement entered into with the Borrower if such counterparty was a Lender or an Affiliate of a Lender at the time such Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

“Securities” shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or trade on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

“Securities Account” shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

“Security Entitlements” shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

“Security Interest” shall have the meaning assigned to such term in Section 2.01.

“*Securities Intermediary*” shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

“*Sub-Agent*” shall mean any financial institution appointed by the Administrative Agent which shall have delivered to the Collateral Agent an executed Lockbox and Depository Agreement.

“*Trademark License*” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“*Trademarks*” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the “*Security Interest*”). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing, recording or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property have been received and recorded with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing,

refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. No Grantor has filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office, (c) any notice under the Assignment of Claims Act or (d) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.05. *Intellectual Property.* (a) None of the Grantors licenses any of its Intellectual Property to any other person.

(b) No item of Intellectual Property held by any Grantor has a fair market value on the date hereof in excess of \$1,000,000.

(c) The loss of the Intellectual Property would not have a material adverse effect on the Borrower and the Subsidiaries taken as a whole.

SECTION 3.06. *Assignable Government Contracts.* No later than October 7, 2000, each Grantor shall have executed and delivered to the Administrative Agent notices of assignment substantially in the form of Annex 4 hereto respect to each Assignable Government Contract in effect on the Closing Date and having an initial stated contract value to such Grantor in excess of \$10,000,000. Upon the filing by the Administrative Agent, with (i) the proper contracting officer or the proper agency head, as applicable, (ii) the proper disbursing officer designated in the applicable Assignable Government Contract and (iii) where applicable, the proper surety on any bond applicable to the Assignable Government Contract (in each case, as specified by the Grantor with respect

to each Assignable Government Contract in accordance with Section 4.14, of three copies of a notice of assignment in the form of Annex 4 with respect to each Assignable Government Contract, the Security Agreement, together with such notices of assignment, shall constitute valid assignment of such Assignable Government Contract to the extent that such validity and assignment are governed by the Assignment of Claims Act.

ARTICLE IV

Covenants

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.02. Intentionally omitted.

SECTION 4.03. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. *Further Assurances.* Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings and any filings or other actions under the Assignment of Claims Act) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instru-

ment, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 30 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. *Inspection and Verification.* To the same extent as the Administrative Agent may do so under Section 5.06 of the Credit Agreement, the Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person if an Event of Default has occurred and is continuing, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.16 of the Credit Agreement).

SECTION 4.06. *Taxes; Encumbrances.* At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. *Assignment of Security Interest.* If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against

creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral or permit any notice to be filed under the Assignment of Claims Act, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document.

SECTION 4.10. *Limitation on Modification of Accounts.* After an Event of Default has occurred and is continuing, none of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. *Insurance.* Each Grantor, at its own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.01 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay when due any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court

costs, expenses and other expenses, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. Intentionally omitted.

SECTION 4.13. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's present and prospective business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's present and prospective business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a Copyright material to the conduct of such Grantor's present and prospective business, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows that any Patent, Trademark or Copyright or trade secret material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each application relating to the Patents, Trademarks and/or Copyrights that are material to the conduct of such Grantor's present and prospective business (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor knows that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.14. *Covenants Regarding Assignable Government Contracts.*

(a) Within 90 days after any Government Contract becomes an Assignable Government Contract having an initial stated contract value to the Grantor party thereto in excess of \$10,000,000, such Grantor shall execute and deliver to the Administrative Agent a notice of assignment substantially in the forms of Annex 4 with respect to such Assignable Government Contract. The notices of assignment required by this Section 4.14(b) shall include with respect to each Assignable Government Contract a notice of assignment addressed to (i) the proper contracting officer or the proper agency head, as applicable, (ii) the proper disbursing officer designated in the applicable Assignable Government Contract and (iii) where applicable, the proper surety on any bond applicable to the Assignable Government Contract.

(b) If an Event of Default shall have occurred and be continuing for 10 days (or, (i) if such Event of Default is an Event of Default under clause (a), (g) or (h) of Article VII of the Credit Agreement or under clause (a), (g) or (h) of Article VII of the Credit Agreement and is with respect to the Borrower and (ii) if the maturity of the Loans or the Loans shall have been accelerated under the Credit Agreement, immediately upon such acceleration) then upon the request of the Required Lenders, the Administrative Agent shall, at the Grantors' expense, file, deliver and record with the Government in accordance with the Assignment of Claims Act any statement, notice, assignment, instrument, document, agreement or other paper executed or delivered pursuant to Section 3.06 or Section 4.04 with respect to Assignable Government Contracts.

ARTICLE V

Collections

SECTION 5.01. *Collection Deposit Accounts.* Effective upon notice to the Grantors from the Collateral Agent after the occurrence and during the continuance of an Event of Default (which notice may be given by telephone if promptly confirmed in writing), each Grantor agrees to establish and maintain one or more Collection Deposit Accounts with the Collateral Agent or with any financial institution that (i) is satisfactory to the Collateral Agent and (ii) enters into a Lockbox and Depository Agreement. Each such Collection Deposit Account will, without any further action on the part of any Grantor, the Collateral Agent or any Sub-Agent, be a closed depository account under the exclusive dominion and control of the Collateral Agent in which funds are held subject to the rights of the Collateral Agent hereunder. No Grantor shall have any right or power to withdraw any funds from any Collection Deposit Account without the prior written consent of the Collateral Agent until all Events of Default are cured or waived. The Grantors irrevocably authorize the Collateral Agent to notify each Sub-Agent (i) of the occurrence of an Event of Default and (ii) of the matters referred to in this Section 5.01. During the continuance of an Event of Default, the Collateral Agent may instruct each Sub-Agent to transfer immediately all funds held in each Collection Deposit Account to an account maintained with the Collateral Agent.

SECTION 5.02. *Collections.* (a) From and after any notice of an Event of Default described in Section 5.01, each Grantor agrees to notify and direct promptly each Account Debtor and every other Person obligated to make payments with respect to the Accounts Receivable and Inventory to make all such payments to a Collection Deposit Account established by it. Each Grantor shall use all reasonable efforts to cause each Account Debtor and every other Person identified in the preceding sentence to make all payments with respect to the Accounts Receivable and Inventory directly to such Collection Deposit Account.

(b) In the event that any Grantor directly receives any remittances on Accounts Receivable or Inventory notwithstanding the arrangements for payment directly into the Collection Deposit Accounts, such remittances shall be held in trust for the benefit of the Collateral Agent and the Secured Parties and shall be segregated from other funds of such Grantor, subject to the Security Interest granted hereby, and such Grantor shall cause such remittances and payments to be deposited into the applicable Collection Deposit Account as soon as practicable after such Grantor's receipt thereof.

SECTION 5.03. *Power of Attorney.* Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and

prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent

shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into

such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or

other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Borrower.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any audits conducted by it or on its behalf with respect to the Accounts Receivable or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, each Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative

and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. *Severability*. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings*. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

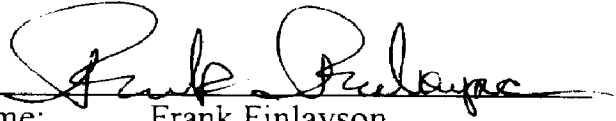
SECTION 7.14. *Termination.* Except as otherwise provided by Section 9.17(b) of the Credit Agreement, this Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent.

SECTION 7.15. *Additional Grantors.* Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 3 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MORRISON KNUDSEN CORPORATION,

by

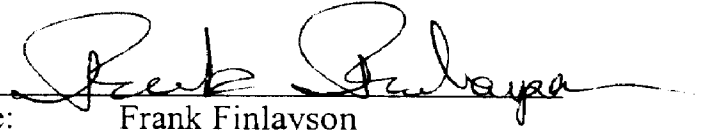


Name: Frank Finlayson

Title: Vice President and Treasurer

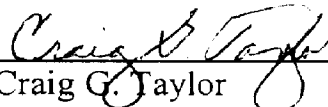
EACH OF THE SUBSIDIARY
GUARANTORS LISTED ON
SCHEDULE I HERETO,

by



Name: Frank Finlayson

Title: Vice President and Treasurer

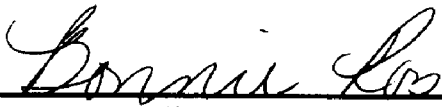
Attest: 
Name: Craig G. Taylor
Title: Secretary

[Corporate Seal]

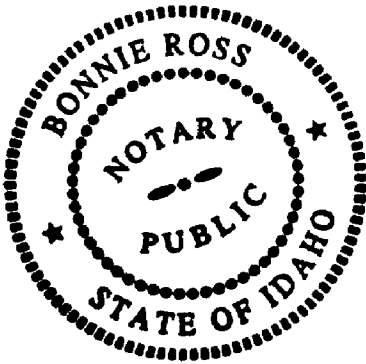
State of Idaho)
) ss:
County of Ada)

On this 7 day of July, 2000, before me, a Notary Public in and for said State, personally appeared Frank S. Finlayson, known to me to be the Vice President and Treasurer of Morrison Knudsen Corporation and each of the Subsidiary Guarantors listed on Schedule I to the Security Agreement, the corporations described in and which executed the above instrument, and acknowledged to me that such corporation(s) executed the same; that the purpose of the Security Agreement, including the assignment of payments under government contracts described therein was explained to him; that he knows the seal of Morrison Knudsen Corporation; that the seal affixed to said instrument is the corporate seal of Morrison Knudsen Corporation; that it was so affixed by authority of the board of directors of Morrison Knudsen Corporation; and that he signed his name thereto by authority of the boards of directors of Morrison Knudsen Corporation and each of the Subsidiary Guarantors.

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

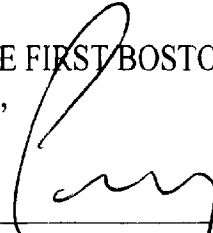


Notary Public



CREDIT SUISSE FIRST BOSTON, as
Collateral Agent,

by


Name: GREGORY R. PLARBY
Title: VICE PRESIDENT


Name: ARNETU
Title: PRESIDENT

SUBSIDIARY GUARANTORS

<u>Name of Subsidiary Guarantor</u>	<u>Jurisdiction of Organization</u>
Asia Badger, Inc.	Delaware
Badger Energy, Inc.	Delaware
Centennial Engineering, Inc.	Colorado
Energy Overseas International, Inc.	Delaware
Morrison Knudsen Corporation	Ohio
Morrison Knudsen Corporation (Montana)	Montana
Morrison Knudsen International, Inc.	Delaware
Morrison Knudsen Leasing Corporation	Nevada
Morrison Knudsen LLC	Nevada
National Projects, Inc.	Nevada
Pomeroy Corporation	California
Raytheon-Catalytic Inc.	Delaware
Raytheon Constructors Inc.	Delaware
Raytheon Constructors International, Inc.	Delaware
Raytheon Demilitarization Company	Delaware
Raytheon-Ebasco Overseas Ltd.	Delaware
Raytheon Engineers & Constructors, Inc.	Delaware
Raytheon Engineers & Constructors Midwest, Inc.	Delaware
Raytheon Engineers & Constructors UK Ltd.	Delaware
Rust Constructors Inc.	Delaware
United Engineers Far East, Ltd.	Delaware
United Engineers International, Inc.	Pennsylvania
United Mid-East, Inc.	Delaware
Washington Contractors Group, Inc.	Montana

COPYRIGHTS

None.

LICENSES

Attached.

Intellectual Property Agreements

1. Technology License Agreement, dated as of December 2, 1996, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Borealis Polymers Oy.
2. Technology License Agreement, dated as of December 12, 1995, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Caprolactam Leuna GmbH.
3. Technology License Agreement, dated as of December 12, 1996, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Ertisa S.A.
4. Letter, dated April 24, 1997, addressed to Georgia Gulf Corporation from Raytheon Engineers and Constructors, Inc., regarding Article 10 of the Technology License Agreement of December 12, 1994.
5. Letter, dated July 14, 1997, addressed to Georgia Gulf Corporation from Raytheon Engineers & Constructors Inc., regarding Article 10 of the Technology License Agreement of December 12, 1994.
6. Technology License Agreement, dated as of December 12, 1994, by and between Raytheon Engineers & Constructors, Inc., (acting by and through its Badger Technology Center) and Georgia Gulf Corporation.
7. Agreement relating to Process Model for Cumene Production, dated as of January 18, 1999, by and between Georgia Gulf Corporation and Raytheon Engineers & Constructors, Inc.
8. Technology License Agreement, dated as of December 31, 1996, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Koch Refining Company, L.P.
9. Technology License Agreement, dated as of December 1, 1995, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Citgo Refining and Chemicals Company L.P.
10. Technology License Agreement, dated as of December 23, 1997, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Sun Company, Inc.

11. Styrene Agreement, dated as of June 19, 1978, by and between The Badger Company, Inc. and American Hoechst Corporation.
12. Dealkylation Agreement, dated as of June 19, 1978, by and between The Badger Company, Inc. and American Hoechst Corporation.
13. Ethylbenzene Technology License Agreement, dated as of October 3, 1988, by and between Arco Chemical Company and Badger Engineers, Inc.
14. Letter Agreement, dated June 14, 1991, by and between Badger Engineers, Inc. and Arco Chemical Company, regarding Amendments to Ethylbenzene Technology License Agreement between Badger Engineers, Inc. and Arco Chemical Company dated October 3, 1988.
15. Amendatory Agreement, dated as of September 29, 1995, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and ARCO Chemical Company.
16. Ethylbenzene License Agreement, dated as of June 11, 1997, by and between Raytheon Engineers & Constructors, Inc., (acting by and through its Badger Technology Center) and Chevron U.S.A., Inc., (acting by and through its attorney-in-fact Chevron Chemical Company).
17. Ethylbenzene License Agreement, dated as of June 3, 1988, by and between The Badger Company, Inc. and Chevron Research Company.
18. Technology License Agreement, dated as of September 6, 1994, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center, and its affiliates) and Chevron Chemical Company.
19. Styrene License Agreement, dated as of June 3, 1988, by and between The Badger Company, Inc. and Chevron Research Company.
20. Technology License Agreement, dated as of November 1, 1990, by and between Chevron Research and Technology Company and The Badger Company, Inc. relating to Par Process.
21. Catalyst Stabilization Technology License Agreement, dated as of August 1, 1995, as amended by the Catalyst Stabilization Technology Amendment Agreement, dated as of February 18, 1999, by and between Raytheon Engineers & Constructors, Inc. and Chevron Chemical Company.

22. Agreement, dated as of September 13, 1999, by and between Raytheon Engineers & Constructors, Inc., Institut Francais Du Petrole and Chevron Chemical Company, LLC.
23. Technology License Agreement, dated as of August 13, 1995, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Chiba Styrene Monomer Limited Company.
24. Contract No.: 92NKHI/2031 US, for a Plant to Produce 60,000 MT/Y Styrene with Ethylene and Benzene as Raw Material, dated as of July 18, 1992, by and among China Petro-Chemical International Company, Badger Engineers, Inc., Marubeni Corporation and Daqing Petrochemical Complex.
25. Memorandum dated as of July 18, 1992, by and between China Petro-Chemical International Company and Badger Engineers, Inc.
26. Contract for Guangzhou Styrene Monomer Plant Technology Transfer and Complete Set of Equipment Project by and among China Petro-Chemical International Company, Badger Engineers, Inc., Marubeni Corporation and Guangzhou Ethylene Project Construction Headquarters.
27. Agreement I, dated as of January 8, 1993, by and among China Petro-Chemical International Company, Badger Engineers, Inc., Guangzhou Ethylene Complex and Construction Headquarters.
28. Agreement II, dated as of January 8, 1993, by and among, China Petro-Chemical International Co., Badger Engineers, Inc., Guangzhou Ethylene Project Construction Headquarters.
29. Ethylbenzene Sublicense Agreement, dated as of March 1, 1980, by and between The Badger Company, Inc. and Cosden Oil & Chemical Company.
30. Letter Agreement, dated as of March 28, 1997, regarding Cosmar Styrene Reactor Revamp Project; New Styrene Technology License Agreement Adjusted Sharing of Royalties and Liabilities, by and between Fina Technology Inc. and Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center).
31. Technology License Agreement, dated as of May 17, 1997, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Cos-Mar Company (a Louisiana partnership between Fina Oil and Chemical Company and GE Plastics).
32. Styrene License Agreement, dated as of March 1, 1982, by and between The Badger Company, Inc., Cos-Mar Company (a Louisiana joint venture

consisting of Cosden, Inc. (a Louisiana Corp.) and Borg-Warner Chemicals, Inc. (a Delaware Corp.)

33. Technology License Agreement, dated as of June 4, 1996, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Daelim Industrial Co., Ltd.
34. Agreement, dated as of June 10, 1981, by and between The Badger Company, Inc. and Denki Kagaku Kogyo Kabushiki Kaisha.
35. Letter, dated November 4, 1987, addressed to The Badger Company from Denki Kagaku Kogyo Kabushiki Kaisha, regarding Badger/Denka Agreement dated June 10, 1981.
36. Technology License Agreement, dated as of June 9, 1995, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Denki Kagaku Kogyo Kabushiki Kaisha.
37. Ethylbenzene License Agreement, dated as of February 6, 1989, by and between The Badger Company, Inc. and Dow Benelux N.V. (formerly Dow Chemical (Nederland) B.V.).
38. Letter Agreement, dated October 3, 1988, by and between The Dow Chemical Company and Dow Chemical (Nederland) B.V., regarding Agreement effective February 29, 1988 between The Badger Company, Inc. and the Dow Chemical Company concerning ethylbenzene technology.
39. Letter Agreement, dated September 23, 1988, by and between The Badger Company, Inc. and Badger Engineers, Inc., regarding Agreement effective February 29, 1988 between The Badger Company, Inc. and The Dow Chemical Company concerning ethylbenzene technology.
40. Letter Agreement, dated September 23, 1988, by and between The Badger Company, Inc. and Badger B.V., regarding Agreement effective February 29, 1988 between The Badger Company, Inc. and the Dow Chemical Company concerning ethylbenzene technology.
41. Styrene License Agreement, dated as of July 29, 1988, by and between The Badger Company, Inc. and Enichem Elastomers Limited.
42. Amendatory Agreement, dated as of July 12, 1990, by and between The Badger Company, Inc. and Enichem Elastomers Limited.
43. License Agreement, dated as of April 18, 1987, by and between Badger Engineers, Inc. and Formosa Chemicals & Fibre Corporation.

44. Letter, dated as of March 5, 1996, regarding No. 2 EB/SM Plant Agreements, by and between Raytheon Engineers & Constructors, Inc. and Formosa Chemicals & Fibre Corporation.
45. Letter, dated as of November 8, 1995, regarding Formosa Chemicals & Fibre Corporation Ethylbenzene License Agreement adjusted sharing of license fees, by and between Raytheon Engineers & Constructors, Inc. and Mobil Oil Corporation.
46. Technology License Agreement, dated as of October 7, 1995, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Formosa Chemicals & Fibre Corporation.
47. Letter Agreement, dated November 16, 1995, regarding FCFC's new Styrene Monomer Plant, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Formosa Chemicals & Fibre Corporation.
48. Ethylbenzene Agreement, dated as of May 5, 1977, by and between The Badger Company, Inc. and Foster Grant Co., Inc.
49. Letter, dated as of August 25, 1977, regarding agreement to the provisions of the Ethylbenzene Agreement between Foster Grant Co. Inc. and The Badger Company, Inc. dated May 5, 1977, by and between The Badger Company, Inc. and American Hoechst Corporation.
50. Letter, dated as of September 13, 1977, regarding Badger/Foster Grant Ethylbenzene Agreement of May 5, 1977, by and between The Badger Company, Inc. and Foster Grant Co., Inc.
51. Letter, dated as of June 16, 1978, regarding Badger/American Hoechst Ethylbenzene Agreement of May 5, 1977, by and between The Badger Company, Inc. and American Hoechst Corporation.
52. Technology License Agreement Amendment, dated as of July 31, 1997, by and between Raytheon Engineers & Constructors, Inc., (acting by and through its Badger Technology Center) and Grand Pacific Petrochemical Corporation.
53. Technology License Agreement, dated as of August 10, 1995, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center), and Grand Pacific Petrochemical Corporation.
54. Styrene Sublicense Agreement, dated as of August 1, 1975, by and between The Badger Company, Inc. and Gulf Oil Corporation.

55. Ethylbenzene Sublicense Agreement, dated as of January 7, 1969, by and between The Badger Company, Inc. and Gulf Oil Corporation.
56. Letter, dated August 1, 1975, regarding Badger/Gulf Styrene Sublicense Agreement of January 7, 1969, by and between The Badger Company, Inc. and Gulf Oil Corporation.
57. Technology License Agreement, dated as of July 15, 1998, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Mitsubishi Chemical Corporation.
58. Styrene License Agreement, dated as of July 8, 1988, by and between The Badger Company, Inc. and Nurachem SpA.
59. Styrene Monomer Project Panjin Natural Gas Chemical Plant, Contract for Styrene Monomer Plant with a design capacity of 60,000 MTPY of Styrene Monomer, dated as of September 28, 1990, by and between China National Technical Import and Export Corporation and Partec Lavalin Inc., Amendment No. 1 thereto, dated as of October 4, 1990.
60. Letters, dated November 15, 1982 and February 17, 1983, regarding transfer of technology, by and between The Badger Company, Inc. and PASA, Petroquimica Argentina, S.A.
61. Styrene License Agreement, dated as of March 26, 1974, by and between The Badger Company, Inc. and Polysar Limited.
62. Ethylbenzene License Agreement, dated as of March 26, 1974, by and between The Badger Company, Inc. and Polysar Limited.
63. Letter, dated as of November 5, 1998, regarding Styrene Cooperation Agreement of September 24, 1998, by and between Raytheon Engineers & Constructors, Inc. and Fina Technology, Inc.
64. Styrene Cooperation Agreement, dated as of September 24, 1998, by and between Raytheon Engineers & Constructors, Inc. (including but not limited to its Badger Technology Center) and Fina Technology, Inc.
65. Agreement, dated as of March 1, 1965, by and between Union Carbide Corporation, Cosden Oil and Chemical Company and The Badger Company, Inc.

66. Agreement, dated as of January 1, 1988, by and between The B.F. Goodrich Company (acting through its Geon Vinyl Division) and The Badger Company, Inc. relating to the licensing of EDC and VCM Technology.
67. Letter, dated as of January 26, 1988, regarding Amendment to the Agreement Relating to Licensing of EDC and VCM Technology, by and between The B.F. Goodrich Company (Geon Vinyl Division) and The Badger Company, Inc.
68. Letter, dated as of April 3, 1998, regarding Validity Extension of the Letter of Understanding dated December 20, 1996 on Licensing of EDC and VCM Technology (as previously extended by Letter Agreement of July 1, 1997 and subsequently extended by Letter Agreement of December 3, 1997), by and between The Geon Company and Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center).
69. Agreement, dated as of December 12, 1994, by and between Mobil Oil Corporation and Raytheon Engineers & Constructors, Inc. (acting through its Badger Technology Center).
70. Letter, dated as of March 1, 1999, regarding Amendment to Cumene Development and Licensing Agreement, dated December 12, 1994 to add certain provisions with respect to Diisopropylbenzene, by and between Mobil Oil Corporation and Raytheon Engineers & Constructors, Inc. (acting through its Badger Technology Center).
71. EBMax Cooperation Agreement, dated as of August 11, 1995, by and between Mobil Oil Corporation and Raytheon Engineers & Constructors, Inc. (acting through its Badger Technology Center).
72. Letter, dated as of July 20, 1999, addressed to Mobil Technology Company from Raytheon Engineers & Constructors, Inc., regarding Sumitomo EBMax License Agreement.
73. Letter, dated as of April 17, 1998, addressed to Mobil Technology Company from Raytheon Engineers & Constructors, Inc., regarding Mitsubishi EBMax License Agreement.
74. Letter, dated as of May 13, 1999, regarding Amendment to EBMax Cooperation Agreement of August 11, 1995 (as previously amended by Letter Agreements of March 5, 1996 and January 28, 1997), by and between Mobil Oil Corporation and Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center).

75. Letter, dated as of January 28, 1997, regarding Amendment to EBMax Cooperation Agreement of August 11, 1995 (as previously amended by Letter Agreement of March 5, 1996), by and between Mobil Oil Corporation and Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center).
76. Letter, dated as of August 11, 1995, regarding cooperation regarding ethylbenzene process utilizing liquid phase alkylation, by and between Mobil Oil Corporation and Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center).
77. Letter, dated as of December 27, 1996, regarding cooperation regarding ethylbenzene process codenamed "EB Next", by and between Raytheon Engineers & Constructors, Inc (acting by and through its Badger Technology Center) and Mobil Technology Company.
78. Letter, dated as of March 5, 1999, regarding Amendment to EBMax Cooperation Agreement, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Mobil Oil Corporation.
79. Technology Cooperation Agreement, dated as of May 4, 1996, by and between Niro Process Technology, B.V. and Raytheon Engineers & Constructors, Inc. (acting through its Badger Technology Center).
80. Cooperation Agreement for Sasol Synthol and Slurry Bed Processes, dated as of November 14, 1994, by and between Sastech (PTY) Ltd. and Raytheon Engineers & Constructors, Inc.
81. Technology Cooperation Agreement, dated as of January 11, 1995, by and between Yukong Limited and Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center).
82. Phenol Technology Cooperation Agreement, dated as of November 2, 1995, by and between Georgia Gulf Corporation and Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center).
83. Letter, dated as of September 21, 1994, regarding Cooperative Development of Phenol Process – Confidentiality Obligations, by and among Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Division, on behalf of itself and its wholly-owned subsidiaries) and Mobil Oil Corporation, (on behalf of itself and its wholly-owned subsidiaries) and Georgia Gulf Corporation.

84. Agreement, dated as of December 5, 1997, by and among Raytheon Engineers & Constructors, Inc., Mobil Oil Corporation, Georgia Gulf Corporation, and Ertisa S.A.
85. Letter, dated May 27, 1999, addressed to Shell Technology Ventures, Inc. from Raytheon Engineers & Constructors, Inc., regarding notice of desire to exercise option under preliminary evaluation agreement dated December 16, 1998.
86. Preliminary Evaluation Agreement, dated as of December 16, 1998, by and between Raytheon Engineers & Constructors, Inc. and Shell Technology Ventures, Inc.
87. Amendatory Agreement, dated as of August 1, 1985, by and between Mobil Oil Corporation and The Badger Company, Inc.
88. Amendatory Agreement, dated as of January 1, 1983, by and between Mobil Oil Corporation and The Badger Company, Inc.
89. Agreement, dated as of October 1, 1972, by and between Mobil Oil Corporation and The Badger Company, Inc.
90. License Agreement, dated as of March 31, 1982, by and between Mitsubishi Gas Chemical Company, Inc. and The Badger Company, Inc.
91. Letter, dated as of June 4, 1982, regarding Methanol Promotion and Licensing Agreement with Mitsubishi Gas Chemical Company, by and between The Badger Company, Inc. and Badger B.V.
92. Pilot Plant and Non-Analysis Agreement, dated as of May 14, 1999, by and between Mobil Oil Corporation (on behalf of itself and its wholly-owned subsidiaries) and Raytheon Engineers & Constructors, Inc.
93. Agreement, dated as of January 1, 1980, by and between The Standard Oil Company (and its wholly-owned subsidiary, Vistron Corporation) and The Badger Company, Inc.
94. Letter, dated March 24, 1980, addressed to The Badger Company, Inc. from The Standard Oil Company.
95. Letter, dated as of July 13, 1998, regarding alliance with respect to PX-Plus and Crystallization and Wash Column Systems for P-Xylene applications – Extension of Letter of June 17, 1997 (as previously extended by Letter Agreement of September 11, 1997, Letter Agreement of December 15, 1997, and Letter Agreement of March 27, 1998), by and between Raytheon

Engineers & Constructors, Inc., UOP LLC. and Niro Process Technology, B.V.

96. Letter, dated as of June 17, 1997, regarding alliance with respect to PX-Plus and Crystallization and Wash Column Systems for P-Xylene applications, by and between Raytheon Engineers & Constructors, Inc., Niro Process Technology, B.V. and UOP.
97. Letter, dated as of April 9, 1997, regarding allocation of certain liabilities as between Raytheon and Niro in connection with the proposed cooperation agreement with UOP relative to Crystallization of P-Xylene, by and between Raytheon Engineers & Constructors, Inc. and Niro Process Technology, B.V.
98. Technology Cooperation Agreement, dated as of June 18, 1999, by and between Raytheon Engineers & Constructors, Inc. and Hyperion Catalysis International, Inc.
99. Representative's Agreement, dated as of February 3, 1998, by and between Raytheon Engineers & Constructors, Inc. (acting through its Badger Technology Center) and Uniroyal Chemical Company, Inc.
100. Letter, dated as of January 15, 1969, regarding Contractors' General Nondisclosure Agreement, by and between The Badger Company, Inc. and UOP Process Division (a division of Universal Oil Products Company).
101. Letter, dated as of February 12, 1987, addressed to The Badger Company, Inc. from UOP Inc., regarding UOP Proprietary Process Technology information nondisclosure and restriction on use.
102. Letter, dated as of November 24, 1982, regarding Contractor's General Nondisclosure Agreement, by and between The Badger Company, Inc. and UOP Process Division (a division of UOP Inc.).
103. Extension Agreement, dated as of December 1, 1982, by and among UOP Process Division (a division of UOP Inc.), The Badger Company, Inc. and Asia Badger, Inc.
104. Extension Agreement, dated as of December 1, 1982, by and among UOP Process Division (a division of UOP Inc.), The Badger Company, Inc. and Badger Engineers Inc.
105. Memorandum, dated December 20, 1991, to J.F. Stanely from Philip P. Berestecki, regarding UOP.

106. Letter, dated as of July 25, 1996, regarding Contractors' General Nondisclosure Agreement, by and between UOP and Raytheon Engineers & Constructors, Inc.
107. Letter, dated as of July 29, 1997, regarding Contractors' General Nondisclosure Agreement, by and between UOP and Raytheon Engineers & Constructors, Inc.
108. Letter, dated as of June 14, 1996, regarding Contractors' General Nondisclosure Agreement, by and between UOP and Raytheon Engineers & Constructors, Inc.
109. Letter, dated as of January 26, 1994, addressed to Raytheon Engineers & Constructors, Inc. and Raytheon Engineers & Constructors International, Inc. from UOP, regarding Contractor's General Nondisclosure Agreement.
110. Letter, dated as of April 13, 1999, by and among Raytheon Engineers & Constructors, Inc., Badger SMAS Co. Ltd., and UOP LLC, regarding Contractor's General Nondisclosure Agreement.
111. Agreement, dated as of July 21, 1993, by and between Uhde GmbH (a member of the Hoechst Group) and Raytheon Engineers & Constructors, Inc. (a wholly-owned subsidiary of Raytheon Company).
112. License Agreement, dated as of September 28, 1995, by and among Sun Coal Company, Jewell Coal & Coke Company, Inc. and Raytheon Engineers & Constructors, Inc. for Jewell/Thompson Non-Recovery Coke Oven Technology in all established countries of the world, except for the United States of America and the Commonwealth of Canada.
113. Letter, dated as of November 2, 1992, regarding principles of alliance, by and between The Badger Company, Inc. and Mobil Oil Corporation.
114. License Agreement, dated April 24, 1984, by and between Honam Ethylene Co., Ltd. and Badger Engineers.
115. Exhibit A, Letter, dated October 27, 1989, from the Hoechst Celanese Corporation which was acknowledged and accepted by The Badger Company, Inc. on November 3, 1989. Letter informs The Badger Company, Inc. that the Hoechst Celanese corporation has assigned the Bayport Styrene Plant License Agreements between The Badger Company, Inc. and Hoechst Celanese Corporation to Huntsman Chemical Corporation. The Bayport Styrene Plant License Agreements include:
 - a. Badger Ethylbenzene License Agreement, dated May 5, 1977;

- b. Letter Agreement, regarding EB License dated May 5, 1977;
 - c. Letter Agreement, regarding Secrecy of Process Selection dated May 5, 1977;
 - d. AHC acceptance of Badger/FG EB License dated August 25, 1977;
 - e. Letter Agreement, modifying Article 5 of EB License Letter clarification on no fee for debottlenecking dated August 30, 1977;
 - f. Letter Agreement, increasing capacity of EB Plant dated June 16, 1978;
 - g. Secrecy Agreement – Styrene Process dated February 18, 1977;
 - h. Styrene License Agreement, dated June 19, 1978;
 - i. Secrecy Agreement Hydrodealkylation Process dated October 27, 1977;
 - j. Hydrodealkylation License Agreement, dated June 19, 1978;
 - k. Ethylbenzene License Know-How Exchange Agreement dated July 18, 1989.
116. Technology License Agreement (Par Technology), dated January 14, 1994, by and between Raytheon Engineers & Constructors International, Inc. and Huntsman Chemical Corporation.
117. Technology License Agreement (Styrene Plant Modernization), dated January 14, 1994, by and between Raytheon Engineers & Constructors International, Inc. and Huntsman Chemical Corporation.
118. Confidentiality Agreement, dated January 14, 1994, by and between Huntsman Chemical Corporation and Raytheon Engineers & Constructors International, Inc.
119. License Agreement, dated April 10, 1989, by and between Hyundai Petrochemical Co., Ltd. and The Badger Company, Inc.
120. Technology License Agreement, dated October 18, 1994, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Hyundai Petrochemical Co., Ltd.

121. Letter Agreement, dated July 26, 1993, regarding Badger/Idemitsu Ethylbenzene License Agreement dated July 14, 1989 Idemitsu Tokuyama Ethylbenzene Plant Licensed Plant Capacity, by and between The Badger Company and Idemitsu Petrochemical Co., Ltd.
122. Ethylbenzene License Agreement, dated July 14, 1989, by and between The Badger Company, Inc. and Idemitsu Petrochemical Co., Ltd.
123. Letter Agreement, dated July 5, 1989, regarding Badger/Idemitsu Ethylbenzene License Agreement dated July 14, 1989, by and between The Badger Company and Idemitsu Petrochemical Co., Ltd.
124. Letter Agreement, dated November 26, 1996, regarding assignment of Ethylbenzene License Agreement, by and between Raytheon Engineers & Constructors, Inc., Idemitsu Petrochemical Co., and Idemitsu SM (Malaysia) Sdn. Bhd Ltd.
125. Ethylbenzene License Agreement, dated March 2, 1992, by and between The Badger Company, Inc. and Idemitsu Petrochemical Co., Ltd.
126. Letter Agreement, dated March 2, 1992, regarding the Badger/Idemitsu Ethylbenzene License Agreement dated March 2, 1992, by and between The Badger Company, Inc. and Idemitsu Petrochemical Co., Ltd.
127. Agreement, dated March 10, 1981, by and among the Badger Company, Inc., Imperial Oil Limited trading under the name Esso Chemical Canada, and Alberta Energy Company Ltd.
128. Letter Agreement, dated February 8, 1995, regarding No. 2 Styrene Monomer Plant, by and between Samsung General Chemicals, Ltd. and Raytheon Engineers & Constructors, Inc.
129. Technology License Agreement, dated July 25, 1994, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center, and its affiliates) and Samsung General Chemicals Co., Ltd.
130. License Agreement, dated January 5, 1989, by and between The Badger Company, Inc. and Samsung General Chemicals Co., Ltd.
131. Amendment to License Agreement of November 1, 1997, dated as of April 6, 1999, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Saudi Petrochemical Company.

132. Agreement, dated May 1, 1997, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Saudi Petrochemical Company.
133. Agreement, dated September 21, 1981, by and between The Badger Company, Inc. and Saudi Petrochemical Company.
134. Amendment Agreement, dated September 2, 1992, by and between The Badger Company, Inc. and Saudi Petrochemical Company.
135. Agreement, dated September 8, 1980, by and between The Badger Company, Inc. and Shell Canada Limited.
136. Amendment Agreement, dated July 2, 1984, by and between The Badger Company, Inc. and Shell Canada Limited.
137. Letter Agreement, dated June 8, 1995, by and between Shell Canada Limited and Raytheon Engineers & Constructors, Inc.
138. Letter Agreement, dated May 4, 1995, by and between Shell Canada Limited and Raytheon Engineers & Constructors Inc. (acting by and through its Badger Technology Center), regarding: 1) Amendment to the Agreement of September 8, 1980 (as previously amended by Amendment Agreement of July 2, 1984) between Shell Canada Limited and the Badger Company, Inc. and 2) License to Incorporate Certain New Styrene Technology for use in Shell Canada's existing Styrene Plant at the Scotford Complex in Alberta, Canada.
139. Letter Agreement, dated November 18, 1997, regarding Technology License Agreement of July 1, 1997 and Associated Letter Agreement of June 25, 1997 with respect to modifications to Shell's existing Ethylbenzene Plant at Klundert to incorporate liquid phase technology offered for license by Raytheon, by and between Raytheon Engineers & Constructors Inc. (acting by and through its Badger Technology Center) and Shell Internationale Research Maatschappij B.V.
140. Letter Agreement, dated June 25, 1997, regarding Technology License Agreement of July 1, 1997, with respect to modifications to Shell's existing Ethylbenzene Plant at Klundert to Incorporate Liquid Phase Technology offered for license by Raytheon, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Shell Internationale Research Maatschappij B.V.
141. Technology License Agreement, dated as of July 1997, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Shell Internationale Research Maatschappij B.V.

142. Ethylbenzene License Agreement, dated November 11, 1988, by and between The Badger Company, Inc. and Shell Internationale Research Maatschappij B.V.
143. Ethylbenzene License Agreement, dated February 8, 1989, by and between The Badger Company, Inc. and Shell Internationale Research Maatschappij B.V.
144. Letter Agreement, dated April 21, 1989, regarding Ethylbenzene License Agreement, by and between Shell Internationale Research Maatschappij B.V. and The Badger Company Inc.
145. Letter Agreement, dated January 19, 1999, regarding EBMax Technology License Agreement which shall have an effective date in January 1999 Recovery of Diethylbenzene, by and between Raytheon Engineers & Constructors, Inc. and Mobil Oil Corporation (also addressed to Siam Styrene Monomer Company Limited).
146. License Agreement, dated December 18, 1998, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Siam Styrene Monomer Company Limited.
147. Ethylbenzene License Agreement, dated as of April 30, 1994, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Division) and Siam Styrene Monomer Company Limited.
148. License Agreement, dated as of June 22, 1992, by and between The Badger Company, Inc., SNC Lavalin International Inc. and SNC-Lavalin, Inc.
149. Technology License Agreement, dated as of October 1, 1997, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and Sterling Chemicals, Inc.
150. Technology License Agreement, dated February 11, 1994, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Division) and pt Styrimdo Mono Indonesia.
151. Amendment to Technology License Agreement of February 11, 1994, dated July 22, 1994, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Division) and pt Styrimdo Mono Indonesia.
152. Technology License Agreement and Technology Transfer Services for EB/Styrene Technology for Yukong Oxichemical Limited by Raytheon

Engineers & Constructors, Inc. (acting by and through its Badger Technology Center).

153. Dow Letter Agreement of 9/27/88.
154. Westlake EB/SM License of 2/1/90.
155. Yukong Arco Chemical EB License of 9/22/97.
156. Grand Pacific - Second Amendment to License of 10/10/95.
157. NuraChem EB License of 7/8/88.
158. Sterling PAR Letter of 1/26/98.
159. The following agreements with TSMC:
 - Styrene License of 10/20/80
 - Ethylbenzene License of 10/20/80
 - Ethylbenzene License of 6/23/80
 - EB/SM License of 7/28/87
 - Ethylbenzene/Styrene License of 8/21/95
160. Shell Canada Letter Agreement of 7/12/98 (Additional New Styrene Technology).
161. License Agreement, dated as of February 10, 1972, by and between Farbenfabriken Bayer AG ("Bayer") and The Badger Company, Inc. The Badger Company, Inc. received a notice of termination of this Agreement from Bayer on March 24, 1999 terminating this Agreement effective as of July 14, 2000.
162. Agreement for LPO Technology, dated as of April 12, 1984, by and among Celanese Corporation ("Celanese"), Azko Zout Chenine Nederland B.V. received a notice of termination of this Agreement, dated January 8, 1999, from Celanese terminating this Agreement effective April 12, 1999.
163. Technology License Agreement, dated as of November 24, 1999, by and between Raytheon Engineers & Constructors, Inc., acting through Badger Technology Center, and Mitsui Phenol Singapore Pte., Ltd.
164. Shell Reseller Agreement, dated as of December 31, 1999, by and between Raytheon Engineers & Constructors, Inc. and Shell Technology Ventures Inc.

165. Cross-License Agreement, dated as of June 24, 1991, by and between The Badger Company, Inc. and Deerhaven Technical Software.
166. Sublicense Agreement, dated as of May 18, 1998, by and between United Engineers International, Inc. and Atlantic Methanol Production Company LLC.
167. Subaward Agreement, (undated), by and between Hyperion Catalysis International, Inc. and Raytheon Engineers and Constructors, Inc.
168. License Agreement, dated as of October 10, 1971, by and between The Badger Company, Inc. and Mitsubishi Gas Chemical Company, Inc.
169. Letter Agreement, dated December 19, 1997, regarding Saudi Petrochemical Company (SADAF), Styrene I Revamp Project and Styrene and PAR Technology License, by and between Raytheon Engineers and Constructors, Inc. and Fina Technology, Inc.
170. Letter Agreement, dated March 28, 1997, regarding CosMar Styrene Reactor Revamp Project, PAR Unit License Agreement and Adjusted Sharing of Royalties and Liabilities, by and between Raytheon Engineers and Constructors, Inc. and Fina Technology, Inc.
171. Letter Agreement, dated September 25, 1998, regarding Agreement with Chevron Related to Alkylation Process and Raytheon's Kinetic Model for EB Process, addressed to Mobil Technology Company
172. Letter Agreement, dated June 15, 1998, by and between Raytheon Engineers and Constructors, Inc. and Mobil Technology Company.
173. Letter Agreement, dated December 10, 1997, regarding Saudi Petrochemical Company (SADAF), Styrene I Revamp Project and Styrene and Ethylbenzene Technology License, by and between Raytheon Engineers and Constructors, Inc. and Mobil Technology, Inc.
174. Letter Agreement, dated December 3, 1997, regarding DIPB Recovery by Koch, by and between Raytheon Engineers and Constructors, Inc. and Mobil Oil Corporation.
175. Letter, dated January 13, 1997, regarding Cumene License Agreements with Caproleuna and Coastal, addressed to Mobil Technology Company.

Various side letters with Mobil and/or Fina, which reallocate royalty shares on specific projects.

Various letters with Mobil pursuant to which Mobil agrees that tax receipts on royalties received are to be treated in a manner that is different than what is set forth in the relevant Cooperation Agreements.

See attached list of Know-How Exchange Meeting Agreements.

See Schedule 5.12(f).

KNOW-HOW AGREEMENTS
EB/SM EXCHANGE MEETINGS
LICENSEE/EBMAX/CST SECRECY AGREEMENTS

ARCO CHEMICAL COMPANY

1995, 1992 EB Know-How Exchange Meeting Licensee Agreement
1995 EBMax Secrecy Agreement

CHEVRON CHEMICAL COMPANY

1995, 1992 EB Know-How Exchange Meeting Licensee Agreement
1995, 1992 SM Know-How Exchange Meeting Licensee Agreement
1995 EBMax Secrecy Agreement
1994 CST Secrecy Agreement

COSMAR COMPANY

1995, 1992 EB Know-How Exchange Meeting Licensee Agreement
1995, 1992 SM Know-How Exchange Meeting Licensee Agreement
1995 CST Secrecy Agreement

DAELIM INDUSTRIAL CO., LTD.

1995, 1992 EB/SM Know-How Exchange Meeting Licensee Agreement
1995 EBMax Secrecy Agreement
1995 CST Secrecy Agreement

DENKI KAGAKU KOGYO KABUSHIKI KAISHA (DENKI)

1995, 1992 EB/SM Know-How Exchange Meeting Licensee Agreement
1995 EBMax Secrecy Agreement
1995 CST Secrecy Agreement

DOW CHEMICAL COMPANY/DOW BENELUX N.V.

1995 Participation Letter
1995 EB Know-How Exchange Meeting Licensee Agreement
1995 EBMax Secrecy Agreements (from both companies)(2)

ENICHEM ELASTOMERS LTD.

1995, 1992 SM Know-How Exchange Meeting Licensee Agreement
1995 EBMax Secrecy Agreement
1995 CST Secrecy Agreement

ESTIRENO DO NORDESTE S/A (EDN)

1995, 1990 SM Know-How Exchange Meeting Licensee Agreement
1995 EBMax Secrecy Agreement
1995 CST Secrecy Agreement

GRAND PACIFIC PETROCHEMICAL CORPORATION

1995 EBMax Secrecy Agreement
1995 CST Secrecy Agreement

HOESCHST

1989 EB Know-How Agreement

HUNTSMAN

1995, 1992 EB/SM Know-How Exchange Meeting Licensee Agreement
1990 SM Know-How Exchange Meeting Licensee Agreement
1989 Notice Letter - Exhibit A

HYUNDAI PETROCHEMICAL COMPANY, LTD.

1995, 1992 EB/SM Know-How Exchange Meeting Licensee Agreement
1995 EBMax Secrecy Agreement
1995 CST Secrecy Agreement

PASA PETROQUIMICA ARGENTINA S.A.

1995, 1992 SM Know-How Exchange Meeting Licensee Agreement
1995 EBMax Secrecy Agreement
1995 CST Secrecy Agreement

POLYSAR LTD.

1986 SM Know-How Exchange Meeting Licensee Agreement

SAMSUNG GENRAL CHEMICALS COMPANY, LTD.

1995, 1992 EB/SM Know-How Exchange Meeting Licensee Agreement
1995 EBMax Secrecy Agreement
1995 CST Secrecy Agreement

SAUDI PETRO

1992 EB/SM Know-How Exchange Meeting Licensee Agreement
1986 EB/SM Know-How Exchange Meeting Licensee Agreement

SHELL CANADA LTD

1995, 1992 EB/SM Know-How Exchange Meeting Licensee Agreement

1995 CST Secrecy Agreement

SHELL/SADAF

1992 SM Know-How Exchange Meeting Licensee Agreement

SHELL U.K. LTD

1995 EB Know-How Exchange Meeting Licensee Agreement
No EBMax Agreements Signed

TAIWAN SM CORPORATION

1995, 1992 EB/SM Know-How Exchange Meeting Licensee Agreement
1995 EBMax/SM Secrecy Agreement
1995 CST Secrecy Agreement

WESTLAKE STYRENE CORPORATION

1995 EB Know-How Exchange Meeting License Agreement
1995 SM Know-How Exchange Meeting Licensee Agreement
1995 EBMax Secrecy Agreement
1995 CST Secrecy Agreement

PATENTS

Attached.

Patents - International
(All patents are held by Morrison Knudsen Corporation, an Ohio corporation, unless otherwise indicated.)

Applic. Date	Applic No	Country	Description	Patent No.	Patent Date	Comments
07/07/1987	541533	Canada	Method of treating fluoride contamination wastes	1293857	01/07/1992	
	420861	Canada	Manufacture of hydrogen sulfide (H ₂ S) (standby operation to eliminate storage of H ₂ S)			Patent pending; owned jointly with Home Oil Co. of Canada
	17700	Iran	Modular structures, retaining wall system and methods of construction	15727		

Patents - Domestic
(All patents are held by Morrison Knudsen Corporation, an Ohio corporation, unless otherwise indicated.)

Applic. Date	Applic No	Country	Description	Patent No.	Patent Date	Comments
01/18/1990	467321	USA	Welding or burning shield	4944444	07/31/1990	
08/13/1981	292360	USA	Manufacture of hydrogen sulfide (H2S) (standby operation to eliminate storage of H2S)	4404180	09/13/1983	Owned jointly with Home Oil Co. of Canada
08/19/1980	179528	USA	Manufacture of hydrogen sulfide (H2S)	4332774	06/01/1982	Owned jointly with Home Oil Co. of
10/29/1991	784548	USA	Method of decommissioning a nuclear reactor	5297182	03/22/1994	
09/19/1989	409247	USA	Template method for replacing a vessel in a pipe system	4994230	02/19/1991	
09/25/1964	399240	USA	Railway elevator for transporting material up an incline bucket conveyor	3260352	07/12/1966	
06/13/1979	48061	USA	Controlled temperature purification of aqueous sodium hydroxide solution	4251490	02/17/1982	
01/02/1986	81715	USA	Ceiling panel placing machine	4682926	07/28/1987	
12/10/1985	807295	USA	High temperature gas flow meter	4704904	11/10/1987	Expires 5/10/95; will abandon at that time.
11/14/1975	632077	USA	Electromagnetic lifting and handling	4026592	05/31/1977	
08/13/1975	604437	USA	Modular structures, retaining wall system and methods of construction	4050254	09/27/1977	
04/09/1981	252282	USA	Surge device for liquid-solid separators	4376050	03/08/83	
10/14/1988	257732	USA	Site survey methods and apparatus	5025150	06/18/1991	Jointly owned with Chem-Nuclear Services, Inc.
09/28/1979	79935	USA	Process for separating organic liquid solutes from their solvent mixtures	4349415	09/14/1982	
12/02/1987	127785	USA	Apparatus and method for waste disposal	4765257	08/23/1988	Owned by CF Environmental Corp.
02/29/1988	161999	USA	Liquid CO2/Cosolvent extraction	4877530	10/31/1989	Owned by CF Environmental Corp.

Applic. Date	Applic No	Country	Description	Patent No.	Patent Date	Comments
04/17/1981	255037	USA	Method and apparatus for removing organic contaminants from inorganic-rich mineral solids	4434028	02/28/1984	Owned by CF Environmental Corp.
08/12/1993	105398	USA	Pressurized radioactive gas treatment system	5368633	11/29/1994	
08/22/1977	821131	USA	Aircraft illumination apparatus and operating circuitry	4233652	11/11/1980	
08/04/1988	228941	USA	Mixing apparatus	4848918	07/18/1989	Owned by CF Environmental Corp.
07/11/1986	884387	USA	Method of treating fluoride contamination wastes	4735784	05/04/1988	
09/15/1967	688125	USA	Automatic coupling	3416832	12/17/1968	
04/21/1971	136156	USA	Motor grader with device for guiding vehicle along a pair of parallel rails	3731410	05/08/1973	
04/27/1981	257764	USA	Apparatus for separating organic liquid solutes from their solvent mixtures	4375387	03/01/1983	Owned by CF Environmental Corp.

TRADEMARK
REEL: 002128 FRAME: 0220

Domain Name

Item Name	Description	Status
MK.COM	Domain name on Internet	The Company registered its domain name on the internet with Network Solutions. The current registration will expire October 10, 2000.

TRADEMARKS

Attached.

Trademarks

Owner	Location	Registration Number	Description	Registration Date
Morrison Knudsen Corporation (Ohio)	Argentina	1.558.789	"MK CO" in circular logo	August 12, 1994
Morrison Knudsen Corporation (Ohio)	Australia	637021	"MK CO" in circular logo	June 7, 1996
Morrison Knudsen Corporation (Ohio)	Mexico	139563	"MORRISON KNUDSEN" and logo	May 13, 1992
Morrison Knudsen Corporation (Ohio)	Saudi Arabia	273/84	"MORRISON KNUDSEN", "MK CO" (& design)	January 24, 1993
Morrison Knudsen Corporation (Ohio)	Taiwan	60774	"MK CO" and design	December 16, 1992
Morrison Knudsen Corporation (Ohio)	Thailand	Bor. 2695	"MK CO" in circular logo	March 15, 1995
Morrison Knudsen Corporation (Ohio)	Brazil	006099826 006099834 006254655 006143652 006155731 006333567 006333605 006333575 006355773 006355790 006355781 006355803 006355846 006355854 006822665 006822673 007139446 007139454 007139489 720036313 720036372 760268967	"Emkayan", "Morrison Knudsen", "Emkay", "MKCO", "MKE", "M-KE", "MKI", "MK", "MK Internacional", "M-K", "MKC"	February 7, 1996

Trademarks

Morrison Knudsen Corporation (Ohio)	USA	2199496	"MK"	October 27, 1998
Morrison Knudsen Corporation (Ohio)	USA	1744815	"MORRISON KNUDSEN", "MK CO" (& design)	January 5, 1993
Morrison Knudsen Corporation (Ohio)	USA	1699437	"MK CO" in circular logo	July 7, 1992
Morrison Knudsen Corporation (Ohio)	USA	1716505	"MORRISON KNUDSEN"	September 15, 1992
Morrison Knudsen Corporation (Ohio)	USA	1872755	"RESOLUTION"	January 10, 1995

LOCKBOX AND DEPOSITORY AGREEMENT dated as of [], among [Name of Grantor], a [] corporation (the "Grantor"), CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York branch having an office at Eleven Madison Avenue, New York, New York 10010 as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (such term, and each other capitalized term used but not defined herein, having the meaning given it in the Security Agreement referred to below) and [], a [] banking corporation (the "Sub-Agent").

A. The Grantor and the Collateral Agent are parties to a Security Agreement dated as of July 7, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"). Pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in its Accounts Receivable and other Collateral (including Inventory, cash, cash accounts and Proceeds) to secure the payment and performance of the Obligations and has irrevocably appointed the Collateral Agent as its agent to collect amounts due in respect of Accounts Receivable and Inventory.

B. The Sub-Agent has agreed to act as collection sub-agent of the Collateral Agent to receive and forward payments with respect to the Accounts Receivable and Inventory on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Collateral Agent hereby appoints the Sub-Agent as its collection sub-agent under the Security Agreement and authorizes the Sub-Agent, on the terms and subject to the conditions set forth herein, to receive payments in respect of Collateral consisting of Accounts Receivable and Inventory.

2. The Sub-Agent has established and shall maintain deposit account number [] (including all subaccounts thereof) for the benefit of the Collateral Agent (such account being called the "Collection Deposit Account"). The Collection Deposit Account shall be designated with the title "Credit Suisse First Boston, as Collateral Agent under the [] Security Agreement dated as of []" (or a similar title). [Subject to the Sub-Agent's Terms for Remittance Banking (Lockbox) Services attached hereto as Exhibit A, to the extent that the terms thereof relate to procedures or fees and to the extent not inconsistent with the terms hereof,] all payments received by the Sub-Agent in Lockbox Number [] and [] or any replacements in respect thereof (the "Lockboxes") shall be promptly deposited in the Collection Deposit Account and shall not be commingled with other funds. All funds at any time on deposit in the Collection Deposit Account shall be held by the Sub-Agent for application in accordance with the terms of this Agreement. The Sub-Agent agrees to give the Collateral Agent prompt notice if the Collection Deposit Account shall become subject to any writ, judgment, warrant of attachment, execution or similar process. As security for the payment and performance of the Obligations, the Grantor hereby confirms and pledges, assigns and transfers to the Collateral Agent, and hereby creates and grants to the

Collateral Agent, a security interest in the Collection Deposit Account, all property and assets held therein and all Proceeds thereof.

3. The Collection Deposit Account shall be under the sole dominion and control of the Collateral Agent, who shall possess all right, title and interest in all the items from time to time in the Collection Deposit Account and their Proceeds. The Sub-Agent shall be the Collateral Agent's agent for the purpose of holding and collecting such items and their Proceeds. Neither the Grantor nor any person or entity claiming by, through or under the Grantor shall have any right, title or interest in, or control over the use of, or any right to withdraw any amount from, the Collection Deposit Account, except that the Collateral Agent shall have the right to withdraw amounts from the Collection Deposit Account. The Sub-Agent shall be entitled to rely on, and shall act in accordance with, all instructions given to it by the Collateral Agent with respect to the Collection Deposit Account. The Collateral Agent shall have the sole power to agree with the Sub-Agent as to specifications for Lockbox services.

4. Upon receipt of written, telecopy or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing or by telecopy) from the Collateral Agent, the Sub-Agent shall, if so directed in such notice (subject to the Sub-Agent's right to request that the Collateral Agent furnish, in form satisfactory to the Sub-Agent, signature cards and/or other appropriate documentation), promptly transmit or deliver to the Collateral Agent at the office specified in paragraph 12 hereof (or such other office as the Collateral Agent shall specify) (a) all funds, if any, then on deposit in, or otherwise to the credit of, the Collection Deposit Account (*provided* that funds on deposit that are subject to collection may be transmitted promptly upon availability for withdrawal), (b) all checks, drafts and other instruments for the payment of money received in the Lockboxes and in the possession of the Sub-Agent, without depositing such checks, drafts or other instruments in the Collection Deposit Account or any other account and (c) any checks, drafts and other instruments for the payment of money received in the Lockboxes by the Sub-Agent after such notice, in whatever form received, *provided* that the Sub-Agent may retain a reasonable reserve in a separate deposit account with the Sub-Agent in respect of unpaid fees and amounts which may be subject to collection.

5. The Sub-Agent is hereby instructed and authorized to transfer by wire transfer or Automated Clearing House ("ACH") from the Collection Deposit Account all funds that are from time to time deposited or otherwise credited to such account (after such funds become available to the Sub-Agent, either through the Federal Reserve System or other clearing mechanism used by the Sub-Agent's branch and to the extent such funds exceed \$[1,000]), to such account as the Collateral Agent may from time to time direct, *provided* that, unless the Collateral Agent otherwise instructs, no such transfer shall be

required if such transfer would result in the transfer of an amount less than \$1,000. Unless otherwise directed by the Collateral Agent, such funds shall be transferred on each business day by wire transfer or ACH and shall be identified as follows:

Credit Suisse First Boston
 ABA Number
 For credit to Credit Suisse First Boston, New York,
 NY 10010
 Account Number
 Re:[] Cash Collateral Account

These transfer instructions and authorizations may not be amended, altered or revoked by the Grantor without the prior written consent of the Collateral Agent. The Collateral Agent, however, shall have the right to amend or revoke these transfer instructions and authorizations at any time without the consent of the Grantor.

6. The Sub-Agent shall furnish the Collateral Agent with monthly statements setting forth the amounts deposited in the Collection Deposit Account and all transfers and withdrawals therefrom, and shall furnish such other information at such times as shall be reasonably requested by the Collateral Agent.

7. The fees for the services of the Sub-Agent shall be mutually agreed upon between the Grantor and the Sub-Agent and shall be the obligation of the Grantor; *provided, however*, that, notwithstanding the terms of any agreement under which the Collection Deposit Account shall have been established with the Sub-Agent, the Grantor and the Sub-Agent agree not to terminate such Collection Deposit Account for any reason (including the failure of the Grantor to pay such fees) for so long as this Agreement shall remain in effect (it being understood that the foregoing shall not be construed to prohibit the resignation of the Sub-Agent in accordance with paragraph 9 below). Neither the Collateral Agent nor the Secured Parties shall have any liability for the payment of any such fees. The Sub-Agent may perform any of its duties hereunder by or through its agents, officers or employees.

8. The Sub-Agent hereby represents and warrants that (a) it is a banking corporation duly organized, validly existing and in good standing under the laws of [] and has full corporate power and authority under such laws to execute, deliver and perform its obligations under this Agreement and (b) the execution, delivery and performance of this Agreement by the Sub-Agent have been duly and effectively authorized by all necessary corporate action and this Agreement has been duly executed and delivered by the Sub-Agent and constitutes a valid and binding obligation of the Sub-Agent enforceable in accordance with its terms.

9. The Sub-Agent may resign at any time as Sub-Agent hereunder by delivery to the Collateral Agent of written notice of resignation not less than thirty days prior to the effective date of such resignation. The Sub-Agent may be removed by the Collateral Agent at any time, with or without cause, by written, telecopy or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing or by telecopy) of removal delivered to the Sub-Agent. Upon receipt of such notice of removal, or delivery of such notice of resignation, the Sub-Agent shall (subject to the Sub-Agent's right to request that the Collateral Agent furnish, in form satisfactory to the Sub-Agent, signature cards and/or other appropriate documentation), promptly transmit or deliver to

the Collateral Agent at the office specified in paragraph 12 (or such other office as the Collateral Agent shall specify) (a) all funds, if any, then on deposit in, or otherwise to the credit of, the Collection Deposit Account (*provided* that funds on deposit that are subject to collection may be transmitted promptly upon availability for withdrawal), (b) all checks, drafts and other instruments for the payment of money received in the Lockboxes and in the possession of the Sub-Agent, without depositing such checks, drafts or other instruments in the Collection Deposit Account or any other account and (c) any checks, drafts and other instruments for the payment of money received in the Lockboxes by the Sub-Agent after such notice, in whatever form received.

10. The Grantor consents to the appointment of the Sub-Agent and agrees that the Sub-Agent shall incur no liability to the Grantor as a result of any action taken pursuant to an instruction given by the Collateral Agent in accordance with the provisions of this Agreement. The Grantor agrees to indemnify and defend the Sub-Agent against any loss, liability, claim or expense (including reasonable attorneys' fees) arising from the Sub-Agent's entry into this Agreement and actions taken hereunder, except to the extent resulting from the Sub-Agent's gross negligence or willful misconduct.

11. The term of this Agreement shall extend from the date hereof until the earlier of (a) the date on which the Sub-Agent has been notified in writing by the Collateral Agent that the Sub-Agent has no further duties under this Agreement and (b) the date of termination specified in the notice of removal given by the Collateral Agent, or notice of resignation given by the Sub-Agent, as the case may be, pursuant to paragraph 9. The obligations of the Sub-Agent contained in the last sentence of paragraph 9 and in paragraph 15, and the obligations of the Grantor contained in paragraphs 7 and 10, shall survive the termination of this Agreement.

12. All notices and communications hereunder shall be in writing and shall be delivered by hand or by courier service, mailed by certified or registered mail or sent by telecopy (except where telephonic instructions or notices are authorized herein) and shall be effective on the day on which received (a) in the case of the Collateral Agent, to Credit Suisse First Boston, Eleven Madison Avenue, 13th Floor, New York, New York 10010, Attention of Elizabeth Burnett, and (b) in the case of the Sub-Agent, addressed to [], Attention of []. For purposes of this Agreement, any officer of the Collateral Agent shall be authorized to act, and to give instructions and notices, on behalf of the Collateral Agent hereunder.

13. The Sub-Agent will not assign or transfer any of its rights or obligations hereunder (other than to the Collateral Agent) without the prior written consent of the other parties hereto, and any such attempted assignment or transfer shall be void.

14. Except as provided in paragraph 5 above, this Agreement may be amended only by a written instrument executed by the Collateral Agent, the Sub-Agent and the Grantor, acting by their duly authorized representative officers.

15. Except as otherwise provided in the Credit Agreement with respect to rights of set off available to the Sub-Agent in its capacity as a Lender (if and so long as the Sub-Agent is a Lender thereunder), the Sub-Agent hereby irrevocably waives any right to set off against, or otherwise deduct from, any funds held in the Collection Deposit Account and all items (and Proceeds thereof) that come into its possession in connection with the Collection Deposit Account any indebtedness or other claim owed by the Grantor or any

affiliate thereof to the Sub-Agent; *provided, however*, that this paragraph shall not limit the ability of the Sub-Agent to, and the Sub-Agent may, (a) exercise any right to set off against, or otherwise deduct from, any such funds to the extent necessary for the Sub-Agent to collect any fees owed to it by the Grantor in connection with the Collection Deposit Account, (b) charge back and net against the Collection Deposit Account any returned or dishonored items or other adjustments in accordance with the Sub-Agent's usual practices and (c) (i) establish the reserves contemplated in paragraph 4 in respect of unpaid fees and amounts which may be subject to collection and (ii) transfer funds in respect of such reserves from the Collection Deposit Account to the separate deposit account with the Sub-Agent as contemplated in paragraph 4.

16. This Agreement shall inure to the benefit of and be binding upon the Collateral Agent, the Sub-Agent, the Grantor and their respective permitted successors and assigns.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but of which all together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

18. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

19. The Sub-Agent shall be an independent contractor. This Agreement does not give rise to any partnership, joint venture or fiduciary relationship.

20. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[Name of Grantor],

by

Name:
Title:

Credit Suisse First Boston,
as Collateral Agent,

by

Name:
Title:

[Sub-Agent],

by

Name:
Title:]

[Form Of]
PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement dated as of July 7, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Morrison Knudsen Corporation (the "*Borrower*"), the lenders from time to time party thereto (the "*Lenders*"), Bank of Montreal, as syndication agent (in such capacity, the "*Syndication Agent*"), and Credit Suisse First Boston, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and collateral agent (in such capacity, the "*Collateral Agent*") and (b) the Guarantee Agreement dated as of July 7, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement or the Security Agreement referred to therein, as applicable.

The undersigned, a Financial Officer and a Legal Officer, respectively, of the Borrower, hereby certify to the Collateral Agent and each other Secured Party as follows 1/ :

1. *Names.*

(a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

2. *Current Locations.*

(a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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¹ All disclosure in this Perfection Certificate made with respect to the Borrower should be made on a pro forma basis assuming the Acquisition were consummated.

(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "*"):

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(c) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(e) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any of the Collateral of such Grantor:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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3. *Unusual Transactions.* All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. *File Search Reports.* Attached hereto as Schedule 4 are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.19 of the Credit Agreement are to be made and a true copy of each financing statement or other filing identified in such file search reports.

5. *UCC Filings.* Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

6. *Schedule of Filings.* Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Filing Fees.* All filing fees and taxes payable in connection with the filings described in Section 5 above have been or, upon receipt of an invoice therefor, will be, paid.

8. *Stock Ownership and other Equity Interests.* Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interests of the Borrower and of each Subsidiary and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth on Schedule 8 is each equity investment of the Borrower and each Subsidiary that represents 50% or less (excluding investments of 1% or less) of the equity of the entity in which such investment was made.

9. *Debt Instruments.* Attached hereto as Schedule 9 is a true and correct list of all promissory notes and all other evidence of indebtedness held by the Borrower and each Subsidiary that are required to be pledged under the Pledge Agreement, including all intercompany notes between the Borrower and each Subsidiary of the Borrower and between each Subsidiary of the Borrower and each other such Subsidiary.

10. *Advances.* Attached hereto as Schedule 10 is (a) a true and correct list of all advances made by the Borrower to any Subsidiary of the Borrower or made by any Subsidiary of the Borrower to the Borrower or any other Subsidiary of the Borrower, which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement, and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to the Borrower or any Subsidiary of the Borrower.

11. *Mortgage Filings.* Attached hereto as Schedule 11 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

12. *Intellectual Property.* Attached hereto as Schedule 12(A) in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each Grantor's Patents, Patent Licenses, Trademarks and Trademark Licenses, including the name of the registered owner, the registration number and the expiration date of each Patent, Patent License, Trademark and Trademark License owned by any Grantor. Attached hereto as Schedule 12(B) in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Grantor's Copyrights and Copyright Licenses, including the name of the registered owner, the registration number and the expiration date of each Copyright or Copyright License owned by any Grantor.

13. *Assignment of Claims Act.* Attached hereto as Schedule 13 is a true and correct list of all Government Contracts that as of the date hereof have a value in excess of \$[1,000,000], setting forth the contract number, name and address of the contracting officer (or other party to whom a notice of assignment under the Assignment of Claims Act should be sent), contract start date and end date, agency with which the contract was entered into, and a description of the contract type.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this 7th day of July.

MORRISON KNUDSEN CORPORATION,

by: _____
Name:
Title: Authorized Signatory

by: _____
Name:
Title: Authorized Signatory

SUPPLEMENT NO. ___ dated as of _____, to the Security Agreement dated as of July 7, 2000 among MORRISON KNUDSEN CORPORATION, a Delaware corporation (the "*Borrower*"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York branch having an office at Eleven Madison Avenue, New York, NY 10010 ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of July 7, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*Lenders*"), including, Bank of Montreal, as Syndication Agent, Credit Suisse First Boston, as Administrative Agent, Collateral Agent, Swingline Lender, an Issuing Bank and Arranger) and (b) the Guarantee Agreement dated as of July 7, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.15 of Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name Of New Grantor],

by

Name:
Title:
Address:

CREDIT SUISSE FIRST BOSTON, as Collateral Agent,

by

Name:
Title:

Location of Collateral

See Items 2(a) through 2(e) of the Perfection Certificate.

Notice of Assignment

July __, 2000

To: [name of Contracting Officer (C.O.)]
[name of government agency]
[department]
[address]

[name of Disbursing Officer]
[name of government agency]
[department]
[address]

[name and address of any sureties]

Re: [contract number]
[name of government agency]
[brief identifying description of contract]

PLEASE TAKE NOTICE that, pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727, 41 U.S.C. § 15), moneys due or to become due under the contract described above have been assigned to Credit Suisse First Boston.

A true copy of the Security Agreement, dated as of July __, 2000, which is the instrument of assignment, is attached to the original of this Notice.

Upon notice from Credit Suisse First Boston of the occurrence of an Event of Default under the Credit Agreement referenced in the Security Agreement attached hereto, payments due or to become due under the contract described above should be made to Credit Suisse First Boston at the following address:

Eleven Madison Avenue
New York, New York 10010
Attention: Agency Group

**[Please sign the Acknowledgment on Page 2 of this Document
and return all three copies to the address set forth above]**

Please return to Credit Suisse First Boston at the foregoing address the three enclosed copies of this Notice with appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging receipt below.

Very truly yours,
Credit Suisse First Boston

By: _____
Name:
Title:

By: _____
Name:
Title:

ACKNOWLEDGMENT

Receipt is acknowledged of the above notice and of a copy of the instrument of assignment. They were received at ___(a.m.)(p.m.) on _____, 2000.

By: _____
Name:
Title:

On behalf of:

[name of government agency]
[department]
[address]