

1 This AGREEMENT of Indemnity, made and entered into this 22nd day of
2 July, 1951, by DUTOIT CONSTRUCTION COMPANY
3 12837 Arapaho, Olathe, KS 66062 (hereinafter called the Contractor) and
4 Christopher B. Dutoit and Deborah L. Dutoit, 12837 Arapaho, Olathe, KS 66062
5 (hereinafter called the Indemnitors, if any) and
6 FIDELITY AND DEPOSIT COMPANY OF MARYLAND, Fidelity Building, Charles and Lexington Streets, Baltimore,
7 Maryland 21203, its successors and assigns (hereinafter called Surety),

WITNESSETH:

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

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

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

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

PREMIUMS

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

INDEMNITY

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

ASSIGNMENT

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

Exhibit A