

EXHIBIT 10

TELEPHONE UTILITIES OF WASHINGTON, INC.
dba PTI COMMUNICATIONS
INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into as of the sixteenth (16th) day of March, 1992 by and between AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation having an office at 295 N. Maple Avenue, Basking Ridge, New Jersey, 07920 (hereafter referred to as "AT&T") and Telephone Utilities of Washington, Inc. dba PTI COMMUNICATIONS, a Washington corporation having an office at 8102 Skansie Avenue, Gig Harbor, WA 98335 (hereafter referred to as "PTI").

WHEREAS, the State of Washington, acting by and through its Department of Corrections ("Department"), issued Request for Proposal No. CRFP2562, dated September 4, 1991, for an Inmate Telephone System and Recording/Monitoring at Department Correctional Institutions and Work Release Facilities (the "RFP");

WHEREAS, various parties submitted responses to the RFP, including AT&T, PTI, U S West Communications, Inc. ("USWC") and GTE Northwest, Inc. ("GTE");

WHEREAS, on December 20, 1991, the Department announced its selection of AT&T as the successful vendor, on the basis of a proposal under which AT&T, USWC, PTI and GTE would each supply portions of the services and equipment called for by the RFP (the "Combined Proposal");

WHEREAS, to implement the Department's action, the Department and AT&T entered into an Agreement for the Installation and Operation of an Inmate Telephone System at Department Correctional Institutions and Work Release Facilities, herein referred to as the "Prime Contract;"

WHEREAS, the Department has requested that AT&T enter into a subcontract with PTI to set forth the terms and conditions for that portion of the RFP and the Prime Contract that covers the provision of local service, public telephone equipment and monitoring and recording equipment in PTI territory, and PTI wishes to offer its services as subcontractor;

NOW THEREFORE, the parties agree as follows:

- 1) The terms used herein shall have the same meaning as in the Prime Contract, which is incorporated herein by reference and made a part hereof, except that:
 - (a) The term "Agreement" shall refer only to this Independent Contractor Agreement;

(b) The term "Public Pay Telephone" shall refer to all PTI public telephones on the premises of Department Correctional Institutions and Work Release Facilities, unless specifically identified either as (i) "Inmate Public Telephones," referring to the PTI public telephones made available to inmates, from which only collect calls can be made or (ii) "Staff Public Telephones," referring to PTI public telephones located on the premises of certain facilities for use by staff and visitors but not inmates, from which both "1+" and "0+" telephone calls can be made.

(c) The term "Department" shall include Department employees having responsibility for implementation of inmate telephone service, including employees of the Department of Corrections and employees of individual Department Correctional Institutions and Work Release Facilities.

- 2) This Agreement shall be coterminous with the Prime Contract and shall commence as of March 16, 1992 ("Effective Date") and continue for five (5) years, unless the Prime Contract is terminated earlier, in which case this Agreement shall terminate upon termination of the Prime Contract. This Agreement shall be automatically renewed upon renewal of the Prime Contract.
- 3) For the term of this Agreement, AT&T agrees to carry and pay commissions on all operator-assisted and sent-paid intraLATA calls originating from correctional facilities located in PTI territory in the State of Washington. AT&T's obligation to carry and pay commissions on such operator-assisted and sent-paid intraLATA calls shall terminate upon the expiration or sooner termination of this Agreement.
- 4) In connection with the Prime Contract, PTI shall provide the following services and equipment at Clallam Bay Corrections Center, Washington Correction Center for Women, Olympic Corrections Center, Pine Lodge Pre-Release and Coyote Ridge:
 - a) PTI Public Pay Telephones, including enclosures, mounting posts, cabling and associated equipment. All such equipment shall meet the requirements of the RFP, the Prime Contract and this Agreement.
 - b) Delivery of intraLATA and interLATA traffic originating from the Public Pay Telephones to AT&T's Point of Presence over switched access facilities;
 - c) Completion of all "0+" local calls from Public Pay Telephones and all sent-paid local calls from Staff Public Pay Telephones;

- d) Provision of all station installation and local network and station maintenance on Public Pay Telephones in accordance with the requirements of the RFP, the Prime Contract and this Agreement;
 - e) Provision of advanced technological diagnostic systems to detect telephone troubles on Public Pay Telephones and the dispatching of technicians for repair of such troubles, as required by the RFP and the Prime Contract;
 - f) For Staff Public Telephones, provision of local directory assistance, access to the local operator and "911" Emergency Services as prescribed by tariff and the Prime Contract;
 - g) For calls carried by PTI, provision of live or mechanical operator announcements for all personal calls made from Inmate Public Telephones that the call is coming from a prison inmate and that it will be recorded and may be monitored and/or intercepted;
 - h) For Inmate Public Telephones, provision and maintenance of call timing and call blocking functions;
 - i) Collection and accounting for all coins deposited in the Staff Public Pay Telephones; and
 - k) Provision of access from the Staff Public Pay Telephones to other interexchange carriers via carrier access codes, where the Serving Central Office has been converted to equal access.
- 5) In connection with the Prime Contract, PTI will provide the following services and equipment at Clallam Bay Corrections Center and Washington Correction Center for Women:
- a) Installation of Dictaphone recording and monitoring equipment. All such equipment shall meet the requirements of the RFP, the Prime Contract and this Agreement.
 - b) Maintenance of Dictaphone recording and monitoring equipment in accordance with the requirements of the RFP.
- 6) In addition to the equipment and services set forth in Sections 4 and 5 of this Agreement, other equipment or services may be requested by the Department or AT&T and mutually agreed upon by PTI and AT&T.
- 7) PTI shall cooperate with the Department and with AT&T in developing a joint implementation plan for cutover of the equipment and services set forth in Sections 4 and 5 of this Agreement at the five correctional facilities covered by this

Agreement. PTI shall meet the due dates for cutovers agreed to by the parties.

- 8) PTI agrees to perform all work subcontracted under this Agreement in accordance with the RFP (including schedules and attachments), the RFP response submitted by PTI ("PTI Proposal") and the Prime Contract, all of which are incorporated herein by reference as if fully set forth herein.
- 9) AT&T will be responsible for negotiations and contact with the Department or its designated representative. These contacts will include, but not be limited to negotiations involving all contract issues; introduction of new technology; and legal and regulatory updates. AT&T or the Department may request PTI to place additional Public Pay Telephones on the premises of the Correctional Institutions and Work Release Facilities covered by this Agreement. AT&T shall be solely responsible for contact with the Department regarding the provision of interLATA services.
- 10) For each Correctional Institution or Work Release Facility covered by this Agreement, PTI shall designate a single point of contact to receive trouble reports for Public Pay Telephones and monitoring and recording equipment. Prior to the effective date of this Agreement, PTI shall provide a list of designated contacts, with names and telephone numbers, both to the Department of Corrections at the address set forth in Section 22 and to the Superintendent of each facility. PTI shall promptly advise both such parties of any changes in this contact list.
- 11) PTI, through its designated points of contact, shall receive all trouble calls relating to the Public Pay Telephones and monitoring and recording equipment covered by this Agreement. Unless more stringent standards are provided in the Prime Contract or requested by the Department, PTI will dispatch a technician to repair such telephones or monitoring or recording equipment within 24 hours, excluding weekends and holidays, of receipt of notice from the Department. PTI will provide monthly written reports to AT&T itemizing its repair activities by location, Public Pay Telephone station and type of monitoring/recording equipment.
- 12) Commencing for each facility as of the cutover date of the Public Pay Telephones installed by PTI pursuant to this Agreement, PTI shall pay to the Department a monthly commission of twenty-seven percent (27%) on billed revenues from operator-assisted local calls carried by PTI. PTI's monthly commission checks shall be sent to the Superintendent of each covered Correctional Institution or Work Release Program, made payable to the Inmate Welfare Fund, unless and until the Department shall specify a different payee for

commission checks.

- 13) If PTI fails to pay the commissions set forth in paragraph 12 within 45 days after the end of any billing cycle, interest at an annual rate of 10% shall be paid to the Department commencing as of the 46th day.
- 14) PTI shall provide to the Department the following reports with respect to the traffic it carries:
 - a) A monthly call detail report for Inmate Public Telephones, by institution, and addressed to the superintendent of the institution, showing the date, time, payphone number, called number and length of each call.
 - b) A monthly commission report for Inmate and Staff Public Telephones, by institution, showing total revenues generated by each Inmate and Staff Public Telephone for that monthly commission cycle. Each such report shall be sent to two locations: one copy to the institution and one copy to the Department of Corrections, Attention: Sharon Shue, Telecommunications Managers, P. O. Box 41110, MS: 61, Olympia, WA 98504-41110.
- 15) AT&T and PTI will mutually agree upon the selection and placement of signage that appears on the Public Pay Telephones including enclosures. Staff Public Telephones shall comply with the signage and unblocking requirements of the Telephone Operator Consumer Services Improvement Act of 1990.
- 16) Each party agrees to indemnify and hold the other harmless against all claims, loss, or liability arising from changes to or destruction of property or injury to persons occurring as a result of any negligent act by or on behalf of the indemnifying party or arising out of or connected with indemnifying party's telephone equipment or services or upon the indemnifying party's failure to perform or observe any obligation, condition or, undertaking of the RFP, the Prime Contract or this Agreement.
- 17) In the event that the Department terminates the Prime Contract, whether with or without cause, including as a result of a material breach by AT&T and/or its subcontractors, AT&T shall have the right immediately to terminate this Agreement without liability to PTI for compensation or for damages of any kind, whether on account of the loss by PTI of present or prospective profits on services or anticipated services, or on account of any other cause. In the event that the State terminates the Prime Contract as to one or more institutions in USWC and/or GTE territory but not in PTI territory, AT&T shall use its reasonable best efforts to maintain the Prime

Contract in full force and effect as to all covered facilities in PTI territory.

- 18) AT&T may terminate this Agreement upon written notice if PTI has defaulted in the performance of its obligations under this Agreement. Such termination shall be effective thirty (30) days after written notice by AT&T, unless such default or breach has been cured, or in the event of a default or breach that cannot be cured within that time, PTI has commenced a cure and provided adequate assurances that it will conclude the cure to the satisfaction of AT&T and the Department. In the event of a default by PTI, any equipment or software installed by PTI pursuant to this Agreement shall remain in place, without penalty to AT&T.
- 19) PTI agrees that it is an independent contractor. The relationship between the parties as set forth herein shall be limited to the performance of the services set forth in this Agreement and shall not constitute either a joint venture or a partnership. Neither party may obligate the other to pay any expense or liability except upon the written consent of the other.
- 20) The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.
- 21) Subject to the disclosure and reporting requirements of the Prime Contract:
 - (a) The parties hereto expressly agree that all information relating to AT&T Non-Sent Paid Calls carried through the telephone instruments is proprietary to AT&T.
 - (b) Other information deemed to be proprietary which is provided by one party to the other in connection with this Agreement will be marked in a manner to indicate that it is considered proprietary or otherwise subject to limited distribution. If such information is provided orally, the disclosing party shall clearly identify it as proprietary at the time of disclosure and reduce such information to tangible form within 10 business days.
 - (c) With respect to the proprietary information defined in subsections (a) and (b) above, the party receiving such information will
 - (i) hold the information in confidence and protect it in accordance with the security restrictions by which it protects its own proprietary or confidential information which it does not wish to disclose;

(ii) restrict disclosure of such information to its employees or agents with a need to know and not disclose it to any other parties;

(iii) advise those employees and agents of their obligations with respect to such information; and

(iv) use such information only for the purposes of this Agreement, except as may otherwise be agreed upon in writing.

(d) The party receiving such information will have no obligation to preserve the proprietary nature of any information which

(i) was previously known to it free of any obligation to keep it confidential;

(ii) is disclosed to third parties by the other party without any restriction;

(iii) is or becomes publicly available other than by unauthorized disclosure; or

(iv) is independently developed by it.

(e) This paragraph 20 and the confidentiality obligations imposed hereunder shall survive and remain in effect notwithstanding the termination of this Agreement.

22) For the duration of the concession term, PTI shall maintain insurance coverage of at least the following types and amounts: (a) \$1,000,000 (One Million Dollars) Bodily Injury and Property Damage Combined Single Limit or its equivalent; (b) Workers' Compensation as required by Washington law; (c) \$1,000,000 (One Million Dollars) Employers' Liability and (d) \$1,000,000 (One Million Dollars) Auto Liability covering Bodily Injury and Property Damage Combined Single Limit or its equivalent. PTI shall provide AT&T with a certificate of insurance evidencing such coverage prior to the signing of this Agreement. This certificate shall guarantee at least thirty (30) days notice to AT&T of cancellation and shall show AT&T as an additional insured.

23) All notices required herein shall be in writing and delivered to the other party either in person, by first class mail or transmitted by facsimile to the following address or facsimile number:

If to AT&T:
AT&T
4460 Rosewood Drive, Room 6330
Pleasanton, CA 94588
Attention: State of Washington
Account Executive
Consumer Sales Division
Facsimile no.: (510) 224-5498
Tel. no. (510) 224-4926

If to PTI:
Pacific Telecom, Inc.
805 Broadway
P. O. Box 9901
Vancouver, WA 98668-8701
Attention: Calvin K. Simshaw,
Attorney
Facsimile no.: (206) 699-5953
Tel. No.: (206) 699-5958

If to the Department:

State of Washington
Department of Corrections
P.O. Box 9699, MS: FN-61
Olympia, WA 98504
Attention: Sharon Shue
Telecommunications Manager
Division of Information Systems
Facsimile no. (206) 586-8723
Tel. no. (206) 753-6339

The name, address or facsimile number for notice may be changed by giving notice in accordance with this Section. If mailed in accordance with this Section, notice shall be deemed given when actually received by the individual addressee or designated agent or three (3) business days after mailing, whichever is earlier. If transmitted by facsimile in accordance with this Section, notice shall be deemed given when actually received by the individual addressee or designated agent or one (1) business day after transmission, whichever is earlier.

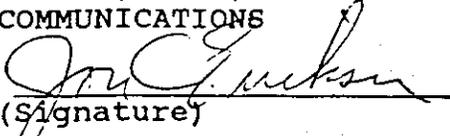
24. Bond

PTI shall post a performance bond or a performance/payment bond in the amount of \$120,000 on a form acceptable to AT&T. Such bond shall be for the purpose of guaranteeing satisfactory performance by PTI of the services required hereunder and the payment of commissions due or owing to the Department.

25. Entire Agreement

This Agreement and the documents incorporated herein by reference constitute the entire understanding between the parties and supersede all prior understandings, oral or written representations, statements, negotiations, proposals and undertakings with respect to the subject matter hereof.

TELEPHONE UTILITIES OF
WASHINGTON, INC., dba
PTI COMMUNICATIONS

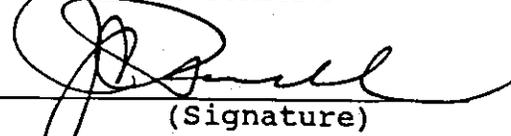
By: 
(Signature)

Jon C. Erickson
(Typed or Printed Name)

Executive Vice President/General Manager
(Title)

4/13/92
(Date)

AMERICAN TELEPHONE AND
TELEGRAPH COMPANY

By: 
(Signature)

John Powell
(Typed or Printed Name)

Sales V.P.
(Title)

8/12/92
(Date)

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE 04/02/92

PRODUCER

WILLIS CORROON CORPORATION OF SEATTLE
 P.O. Box C-34201
 Seattle, WA 98124
 (206) 386-7491

Attn: Rob Yan

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** Industrial Indemnity Company
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

Telephone Utilities of Washington, Inc.
 dba PTI Communications
 8102 Skansie Avenue
 Gig Harbor WA 98335
 Attn: Cal Simshaw / VH1065

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY					
A X	COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR.	NG 902-5266	01/01/92	01/01/93	GENERAL AGGREGATE \$ 20,000,000
X	OWNER'S & CONTRACTOR'S PROT.				PRODUCTS-COMP/OP AGG. \$ 2,000,000
					PERSONAL & ADV. INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 5,000
AUTOMOBILE LIABILITY					
X	ANY AUTO	NA 902-5267	01/01/92	01/01/93	COMBINED SINGLE LIMIT \$ 1,000,000
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
A	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
X	HIRED AUTOS				PROPERTY DAMAGE \$
X	NON-OWNED AUTOS				EACH OCCURRENCE \$
	GARAGE LIABILITY				AGGREGATE \$
EXCESS LIABILITY					
	UMBRELLA FORM				STATUTORY LIMITS
	OTHER THAN UMBRELLA FORM				EACH ACCIDENT \$
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY					
	Insured with State Fund				DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
OTHER					

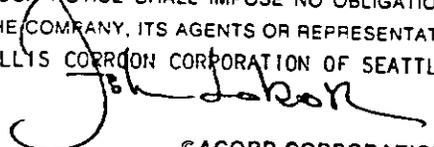
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS This certificate addresses all operations, premises, and activities of the named insured. Please see attached for special provisions.
 Re: Inmate Telephone System and Recording/Monitoring at Washington Department Correctional Institutions and Work Release Facilities (the "RFP")

CERTIFICATE HOLDER

AT&T
 4460 Rosewood Drive, Room 6330
 Pleasanton CA 94588
 Attn: State of Washington
 Account Executive
 Consumer Sales Division
 cc: H.V. Tran, Pacific Telecom, Inc. (433)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE WILLIS CORROON CORPORATION OF SEATTLE
 JOHN L. LOKOSH



SPECIAL PROVISIONS

General Liability Insurance

1. The insured under this policy includes:

Any person or organization, for whom the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the named insured or of facilities of the named insured or used by them. The insurance afforded to any person or organization as an insured under this paragraph shall include only the insurance that is required to be provided by the terms of such agreement to procure insurance, and then only to the extent that such insurance is included within the terms of this policy.

If the written contract or agreement requires primary coverage for the additional insured, the insurance afforded under this policy to such additional insured is primary and any other insurance which such additional insured may have will be treated as excess insurance.

2. Except with respect to the limits of insurance, this insurance applies separately to each insured against whom claim is made or "suit" is brought.
3. The named insured is permitted to waive subrogation under a written contract before an accident or loss.

Automobile Liability Insurance

1. The insured under this policy includes anyone who is not otherwise excluded under the policy and is liable for the conduct of the named insured, but only to the extent of that liability.
2. Except with respect to the limit of insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
3. The named insured is permitted to waive subrogation under a written contract before a loss.



SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY
OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

B-SUR-32S

BOND NO. 5725802

KNOW ALL BY THESE PRESENTS, That we, TELEPHONE UTILITIES OF WASHINGTON, INC. dba PTI COMMUNICATIONS, a Washington corporation, having an office at 8102 Skansie Avenue, Gig Harbor, WA 98335, as Principal, and SAFECO INSURANCE COMPANY OF AMERICA, a Washington corporation, of Safeco Plaza, Seattle, WA 98185, as Surety, are held and firmly bound unto AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation having an office at 295 North Maple Avenue, Basking Ridge, NJ 07920, as Oblige, in the penal sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) lawful money of the United States, for payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal entered into a certain Subcontract Agreement with the Oblige, dated the 16th day of March, 1992, wherein the Principal has agreed to fully perform its portion of the services required and the payment of commissions due or owing to the State of Washington Department of Corrections pursuant to Request for Proposal No. CRFP2562, dated September 4, 1991, and as set forth in a Prime Contract between the State of Washington Department of Corrections and American Telephone and Telegraph Company, a New York corporation, for an Inmate Telephone System and Recording/Monitoring at Department Correctional Institutions and Work Release Facilities, that covers the provision of local service, public telephone equipment and monitoring and recording equipment in the respective territory of the above named Principal, said contract being incorporated herein by reference, and as more fully set forth in said Subcontract Agreement.

BOND NO. 5725802

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all of the covenants, terms and conditions of the said Subcontract Agreement, and guarantee payment of commissions due or owing to the State of Washington Department of Corrections, then this obligation shall be null and void; otherwise to remain in full force and effect. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

PROVIDED, HOWEVER:

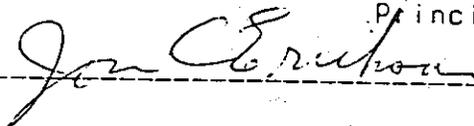
1. This bond shall continue in force until March 16, 1993, or until the date of expiration of any Continuation Certificate executed by the Surety.
2. This bond may be cancelled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than ninety (90) days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument, this 6th day of April, 1992.

TELEPHONE UTILITIES OF WASHINGTON, INC.
dba PTI COMMUNICATIONS

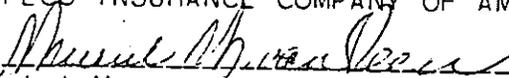
Principal

By



SAFECO INSURANCE COMPANY OF AMERICA

By


Muriel M. van Veen
Attorney-in-Fact

Marsh & McLennan, Inc.
PTI-B-SUR-328



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 6907

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

MURIEL M. VAN VEEN, Portland, Oregon

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 20th day of January, 19 84

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect.

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof "

I, Boh A. Dickey, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 6th day of April, 19 92