



RECORDATION NO. **18915** FILED 1425  
JUL 22 1994 1:05 PM  
INTERSTATE COMMERCE COMMISSION

July 19, 1994

Mildred Lee, Secretary  
Interstate Commerce Commission  
Twelfth Street and Constitution Avenue, N.W.  
Washington, D.C. 20423  
Attention: Documents for Recordation

Re: T.J. Lindstedt Transportation Co., Inc.

0100318004

Dear Secretary:

Enclosed please find two (2) security agreements in the name of the above mentioned customer to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

These security agreements are primary documents between the Fleet Bank of Massachusetts, N.A. , 75 State Street, Boston, MA 02109 (the "Bank"), and T.J. Lindstedt Transportation Co., Inc. , 1 Town Farm Road, Princeton, MA 01541, (the "Borrower"), dated July 11, 1994, and covering the following equipment:

One (1) 1965 Alco Locomotive, Model #C424, Road #4240;

One (1) 1966 Alco Locomotive, Model #C425, Road #4264;

One (1) 1966 Alco Locomotive, Model #C425, Road #4258.

A fee of \$18.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Fleet Bank of Massachusetts, N.A.  
75 State Street  
Boston, MA 02109  
Attn: David Harmon  
MABOF03C



A self-addressed stamped envelope has been provided for the returning of the above mentioned documents at your earliest convenience.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'David A. Harmon'.

David A. Harmon  
Community Banking Division  
(617)-346-1212

Encl.

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

JULY 26, 1998

DAVID A. HARMON  
FLEET BANK OF MASSACHUSETTS  
FLEET CENTER, 75 STATE STREET  
P O BOX 2197  
BOSTON MA 02106-2197

Dear MR. HARMON:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/22/94 at 4:05PM, and assigned recordation number(s) 18915

Sincerely yours,

Sidney L. Strickland, Jr.  
Secretary

Enclosure(s)

\$ 18.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

*Saledia M. Stokes*

**EASY BUSINESS BANKING TERM LOAN AGREEMENT**

T.J. Lindstedt Transportation Co., Inc. of 1 Town Farm Road, Princeton, MA 01541, (jointly and severally if more than one, the "Borrower") and FLEET BANK OF MASSACHUSETTS, N.A., a national banking association created and existing under the laws of the United States of America with its principal office located at 75 State Street, Boston, Massachusetts 02109 (the "Bank"), for valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

I. **PROMISE TO PAY.** The Borrower promises to pay to the Bank, or to its order, the loan, as hereinafter defined, in accordance with this Agreement.

II. **LOAN.**

1. **Term Loan; Purposes.** The Bank agrees on the terms and provisions of this Agreement to extend a term loan for the account of the Borrower in the principal sum of Fifty thousand and no one hundredths Dollars (\$50,000.00) (the "Loan") for the purpose set forth in the Borrower's credit application (the "Application").
2. **Interest Rate and Payments.** The outstanding principal balance of the Loan shall bear interest at a fixed rate per annum equal to Twelve and six one hundredths percent (12.06%). Interest shall be payable together with principal in accordance with the provisions of Paragraph 3, below.
3. **Additional Payments.** The outstanding principal balance of the Loan together with interest thereon shall be payable in Sixty (60) monthly installments of principal and interest combined, the first Fifty nine (59) each in the amount of One thousand one hundred eighteen and four one hundredths Dollars (\$1,118.04) and a final installment of all remaining principal plus all accrued and unpaid interest. Principal and interest installments shall be payable on the 11th day of each month.
4. **Prime Rate; Default Interest; Interest Calculation.** After the occurrence of an Event of Default all principal and other amounts outstanding and payable under this Agreement shall bear interest at the rate of twenty percent (20%) per annum until paid in full. Interest shall be calculated on the basis of a 360-day year using the actual number of days elapsed.
5. **Maximum Rate of Interest.** All provisions of this Agreement are expressly subject to the condition that in no event shall the amount paid or agreed to be paid to the Bank hereunder and deemed interest under applicable law exceed the maximum rate of interest on the unpaid principal balance of the Loan allowed by applicable law (the "Maximum Allowable Rate"), which shall mean the law in effect on the date of this Agreement, except that if there is a change in such law which results in a higher Maximum Allowable Rate being applicable to this Agreement, then this Agreement shall be governed by such amended law from and after its effective date. In the event that fulfillment of any provision of this Agreement results in the interest rate hereunder being in excess of the Maximum Allowable Rate, the obligation to be fulfilled shall automatically be reduced to eliminate such excess. If, notwithstanding the foregoing, the Bank receives an amount which under applicable law would cause the interest rate set forth in this Agreement to exceed the Maximum Allowable Rate, the portion thereof which would be excessive shall automatically be applied to and deemed a prepayment of the unpaid principal balance of the Loan and not a payment of interest.
6. **Late Fee.** If the entire amount of any required principal and/or interest is not paid in full within ten (10) days after the same is due, the Borrower shall pay to the Bank a late fee equal to five percent (5%) of the required payment provided that such late fee shall be reduced to three percent (3%) of any required payment that is not paid within 15 days of the date it is due if this Agreement is secured by a mortgage on an owner-occupied residence.
7. **Prepayment.** The Borrower shall have the right at any time and from time to time to prepay the Loan in whole or in part, without premium or penalty, but with accrued interest to the day of such prepayment on the amount prepaid.
8. **Debit.** If the Borrower has so indicated on the Application submitted for this Loan, the Borrower irrevocably authorizes the Bank to debit any of the Borrower's demand deposit accounts with the Bank (or subsequent holder) for all sums (including without limitation principal, interest, and fees) payable from time to time under this Agreement and other documents executed and delivered by the Borrower to the Bank in connection with this transaction evidenced by this Agreement (collectively the "Loan Documents"), provided, however, that this provision shall not obligate the Bank to create or allow any overdraft; and further provided that such authority shall not relieve the Borrower of the obligation to assure that payments are made when due.
9. **Loan Statements; Loan Account.** The Bank will provide the Borrower each month with a billing statement/advice of debit (as applicable). The Bank shall maintain a Loan account on its books to record: all Loans made to the Borrower; all payments made by the Borrower; and all other appropriate debits and credits as provided in this Agreement. All entries in the Loan account shall be made in accordance with the Bank's customary accounting practices in effect from time to time. The balance in the Loan account as recorded on the Bank's most recent printout or other written statement shall, absent manifest error or omission, be presumptive evidence of the amounts due and owing to the Bank by the Borrower, provided that any failure to so record or any error in so recording shall not limit or otherwise affect the Borrower's obligations to the Bank under this Agreement.
10. **Loan Processing Fee.** A loan processing fee of \$250.00 will be due and payable at closing.

III. **REPRESENTATIONS AND WARRANTIES.**

The Borrower represents and warrants that:

1. **Organization and Powers.** It is duly organized, validly existing and in good standing; it has the power to execute, deliver and perform the Loan Documents; and the execution, delivery and performance of the Loan Documents have been duly authorized by all requisite action.
2. **Financial Statements.** The Borrower has heretofore furnished to the Bank accurate and complete financial data and other information based on its operations in previous years. There has been no material adverse change in the condition, financial or otherwise, of the Borrower since the date of the most recent financial statement.
3. **Use of Proceeds.** No part of the proceeds of the Loan will be used for consumer purposes or will be used to purchase or carry, directly or indirectly, any margin stock or margin security (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) or to extend credit to others for the purpose of purchasing or carrying any such margin stock or margin security. If requested by the Bank, the Borrower will furnish in connection with this Agreement a statement in conformity with the requirements of Federal Reserve Form U-1 referred to in said Regulation U.
4. **Principal Place of Business.** The Borrower's principal place of business is located at the address stated in the Application.

IV. **COVENANTS.**

The Borrower covenants and agrees that it will throughout the term of this Agreement:

1. **Legal Existence; Insurance; Etc.** Keep in full force and effect its legal existence, rights, licenses, permits and franchises and operate business as conducted on the date hereof; maintain all property used in the conduct of its business and keep the same in good repair, working order and condition; and maintain adequate insurance on its properties against fire, theft, and extended coverage risks and against public liability and property damage and products liability and such other risks as may be required by law or as may be reasonably required by the Bank, in such form, for such periods, and written by such companies as may be satisfactory to the Bank, such insurance in the case of a secured loan to name the Bank as additional insured and/or mortgagee/loss payee. All policies of insurance shall provide for at least twenty (20) days' written notice to the Bank at the following address: Fleet Bank of Massachusetts, N.A., 75 State Street, Attn: Community Banking, MA/BO/F03C, Boston, Massachusetts 02109, prior to cancellation or change in the coverage, scope or amount of any such policy or policies. Borrower shall furnish the Bank with certificates of compliance with the foregoing insurance provision.
- (b) **Compliance with Laws.** Comply with all present and future applicable governmental laws and regulations, including without limitation all environmental laws and regulations.
2. **Payment of Taxes.** Pay and discharge all taxes, assessments, and governmental charges imposed upon Borrower, its income or its property before the same shall be in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien upon any such properties.
3. **Financial Statements.** Furnish to the Bank promptly, from time to time, such information regarding the operations, assets, business affairs and financial condition of the Borrower and all guarantors, as the Bank may reasonably request.
4. **Inspection.** Permit agents or representatives of the Bank, at reasonable hours and upon reasonable notice, to inspect the books and records of the Borrower and to make abstracts or reproductions thereof, all at the Borrower's expense.
5. **Depository.** Maintain the Bank as the Borrower's principal depository.
6. **Indebtedness.** Not incur or permit to exist any indebtedness or liability except indebtedness to the Bank or any Bank affiliate, indebtedness with respect to warranty, trade obligations and other liabilities incurred in the ordinary course of business, and any indebtedness or liability permitted in writing by the Bank.
7. **Liens.** Not create, assume or suffer to exist any mortgage, security interest, or lien on any of its assets, now or hereafter owned, other than liens securing indebtedness to the Bank or any Bank affiliate, liens securing the payment of taxes not yet due, liens imposed by law (other than for borrowed money), liens incurred by the Borrower in good faith in the ordinary course of business, and other liens permitted in writing by the Bank.
8. **Guaranties; Etc.** Not guarantee, endorse or otherwise become or be responsible for obligations of any other person or entity, whether by agreement to purchase the indebtedness of any other person or entity or agreement for the furnishing of funds to any other person or entity through purchase of Goods (as hereinafter defined), supplies or services, or by way of stock purchase, capital contribution, advance or loan,

for the purpose of paying or discharging any indebtedness or obligation of such other person or entity, or otherwise, except endorsements of negotiable instruments for collection in the ordinary course of business.

9. **Investments.** Not purchase, invest in or otherwise acquire or hold Securities (as hereinafter defined) including, without limitation, capital stock (including closely held stock) and evidences of indebtedness of, or make loans or advances to, or enter into any arrangement for the purpose of providing funds or credit to, any other person or entity (including without limitation all persons and entities deemed to be "insiders" as defined in the Federal Bankruptcy Code), except investments in short-term obligations of the United States and certificates of deposit issued by the Bank or any Bank affiliate.
10. **Sales of Accounts and Instruments.** Not sell, assign, discount or dispose of any Accounts or Instruments (both as hereinafter defined) held by the Borrower, with or without recourse, except for collection (including endorsements) in the ordinary course of business.
11. **Sales and Transfers.** Not sell, assign, lease, transfer, sell and leaseback, or otherwise dispose of all or any material amount of its assets not in the ordinary course of business to any person or entity or turn over the management of, or enter into a management contract with respect to, such assets.
12. **Valuation.** Not write up (by creating an appraisal surplus or otherwise) the value of any capital assets above their cost less the depreciation regularly allowable thereon.
13. **Fundamental Changes.** Not dissolve, liquidate, consolidate with or merge with any corporation, limited liability company or other entity or agree to do any of the foregoing, and not change its name or address without prior written notice to the Bank.

#### V. SECURITY AGREEMENT AND OTHER SECURITY DOCUMENTS.

1. **Security Interest; Collateral; Obligations.** The Borrower hereby grants to the Bank, as security for any and all obligations whatsoever of the Borrower to the Bank, whether direct, indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever evidenced or acquired, including without limitation all indebtedness and liabilities evidenced by the Loan, this Agreement and checking account overdrafts excluding, however, indebtedness incurred primarily for personal, family or household purposes, a security interest in and agrees and acknowledges that the Bank has and will continue to have a security interest in all of the Collateral described below, both presently owned and after acquired, together with all proceeds and products thereof, additions and accessions thereto, and all replacements and substitutions therefor (collectively, the "Collateral"), excluding, however, all such Collateral which constitutes Consumer Goods in the hands of the Borrower: Accounts, Inventory, Equipment, Fixtures, Books and Records, Chattel Paper, Documents, General Intangibles, Instruments, Three locomotives described as follows: One (1) 1965 Alco Locomotive, Model #C424, Road #4240, One (1) 1966 Alco Locomotive, Model #C425, Road #4264, One (1) 1966 Alco Locomotive, Model #C425, Road #4258. "Accounts", "Chattel Paper", "Consumer Goods", "Documents", "Equipment", "Farm Products", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Money", and "Securities" shall have the meaning assigned to each in the Uniform Commercial Code from time to time in effect in the state in which the Bank has its principal place of business (the "UCC").
2. **Secured Party Rights and Remedies.** The Bank shall have the rights and remedies of a secured party under the UCC. The Bank may require the Borrower to assemble the Collateral and make it available to the Bank at a place to be designated by the Bank which is reasonably convenient to both parties. The Borrower irrevocably designates and appoints the Bank its true and lawful attorney with full power of substitution and revocation to execute, deliver, and record in the name of the Borrower all financing statements, amendments, continuation statements, title certificates, lien applications and other documents deemed by the Bank to be necessary or advisable to perfect or to continue the perfection of the security interests granted hereunder. A legible carbon, photographic, or other reproduction of this Agreement or a financing statement is sufficient as a financing statement.

#### VI. EVENTS OF DEFAULT.

1. **Listing of Events of Default.** The happening of any of the following events or conditions with respect to the Borrower (individually and collectively, an "Event of Default") shall constitute an Event of Default:
  - a. any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan shall prove to be false or misleading in any material respect;
  - b. failure to pay the principal of, or interest on, the Loan or any other indebtedness of the Borrower to the Bank, within ten (10) days from the date the same or any installment thereof shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or by acceleration or otherwise;
  - c. default in the due observance or performance of any other covenant, condition or agreement (whether contained in the Loan Documents or otherwise) and such other default shall remain unremedied for ten (10) days;
  - d. the acceleration of the maturity of any of the Borrower's indebtedness other than to the Bank;
  - e. involvement in financial difficulties as evidenced by:
    - i. an attachment made on the Borrower's property or assets which remains unreleased for a period in excess of forty-five (45) days; or
    - ii. the inability to pay its debts (including without limitation taxes) generally as they become due; or
    - iii. the appointment or authorization of a custodian as defined in the Bankruptcy Code; provided, however, that in the case of the appointment of a receiver in an involuntary proceeding such appointment continues in effect and undischarged for a period of thirty (30) days; or
    - iv. the entry of an order for relief in a voluntary case under any chapter of the Bankruptcy Code; or
    - v. the filing of an involuntary petition under any chapter of the Bankruptcy Code, which petition remains undismissed for a period of thirty (30) days; or
    - vi. any other judicial modification or adjustment of the rights of Borrower's creditors;
  - f. final judgment for the payment in excess of an aggregate of Ten Thousand Dollars (\$10,000.00) shall be rendered against the Borrower and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed;
  - g. the suspension of business for cause, other than strike, casualty or other cause beyond the Borrower's control and in the event of such suspension for cause beyond the Borrower's control, failure to resume operations as soon as possible;
  - h. dissolution or termination of the legal existence of the Borrower;
  - i. participation in any illegal activity or in any activity, whether or not related to the business of the Borrower, that may subject the assets of the Borrower to (i) a restraining order or any form of injunction issued by any federal or state court, or (ii) seizure, forfeiture or confiscation by any federal or state governmental instrumentality;
  - j. any material adverse change in the financial condition of the Borrower, or any act or omission of the Borrower which leads the Bank reasonably to believe that performance of any of the covenants, agreements, or conditions set forth (i) in this Agreement or (ii) any agreement or undertaking between the Borrower and any of its trade creditors is or may be substantially impaired; or
  - k. with respect to any guaranty and/or subordination agreement included in the Loan Documents, the failure of the same to remain in full force and effect until the Loan is paid in full and this Agreement is terminated.
2. **Certain Cross-Defaults.** The happening of any event or condition set forth in subsection 1(e), (f), (h), or (i) above, with respect to a general partner of a partnership Borrower or any guarantor of the Loan shall likewise constitute an Event of Default.
3. **Acceleration.** If an Event of Default occurs, the Bank may declare all obligations of the Borrower to the Bank to be immediately due and payable, without prejudice to the Bank's right to terminate the commitment under other circumstances.

#### VII. MISCELLANEOUS.

1. **Waiver of Event of Default.** No delay in accelerating the maturity of any obligation shall affect the rights of the Bank later to take such action with respect thereto, and no waiver as to one Event of Default shall affect rights as to any other default.
2. **Notices.** Except as otherwise specifically provided for herein, any notice, demand or communication hereunder shall be given in writing (including facsimile transmission or telex) and mailed or delivered to each party at its address set forth below, or, as to each party, at such other address as shall be designated by such party by a prior notice to the other party in accordance with the terms of this provision. Any notice to the Bank shall be sent as follows: Fleet Bank of Massachusetts, N.A., 75 State Street, Attn: Community Banking, MA/BO/F03C, Boston, Massachusetts 02109. Any notice to the Borrower shall be sent as follows: T.J. Lindstedt Transportation Co., Inc., 1 Town Farm Road, Princeton, MA 01541. All notices hereunder shall be effective upon the earliest to occur of (i) five (5) business days after such notice is mailed, by registered or certified mail, postage prepaid (return receipt requested), (ii) upon delivery by hand, (iii) upon delivery if delivered by overnight courier (such delivery to be evidenced by the courier's records), and (iv) in the case of any notice or communication by telex or telecopy, on the date when sent.
3. **Survival.** This Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive any making by the Bank of the Loan and the execution and delivery of any Loan Documents and shall continue in full force and effect until this Agreement is terminated and all the Obligations are paid in full.
4. **Legal Fees and Expenses; Service Fees.** The Borrower will pay all expenses incurred in connection with satisfying the Borrower's obligations under this Agreement (including without limitation costs for appraisals, the title insurance Policy and endorsements, title searches, site assessments, and engineers' and surveyors' fees) and all expenses incurred by the Bank in connection with the making of the Loan, and the enforcement of the rights of the Bank in connection with this Agreement, any of the other Loan Documents and the Loan, including, but not limited to, the reasonable fees of its counsel, plus the disbursements of said counsel. The Borrower will pay to the Bank on demand such reasonable service fees related to the Loan as may be charged by the Bank from time to time.

5. **Choice of Law.** This Agreement and all the other Loan Documents shall be construed in accordance with and governed by the local laws (excluding the conflict of laws rules, so-called) of the State in which the Bank has its principal place of business.
6. **Written Modification and Waiver.** No modification or waiver of any provision of this Agreement or of any of the other Loan Documents nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing, 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 the Borrower in any case shall entitle the Borrower to any other or further notice or demand in the same, similar or other circumstances.
7. **Joint and Several Obligations.** If this Agreement is signed by more than one Borrower, all obligations of the Borrowers are their joint and several obligations, and all references to the Borrower herein shall be deemed to refer to each of them, either of them, and all of them.
8. **Unenforceability.** In the event any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law.
9. **Cumulative Remedies; Setoff.** The rights and remedies provided the Bank in this Agreement and in the other Loan Documents shall be cumulative and shall be in addition to and not in derogation of any rights or remedies provided the Bank in any other document, instrument or agreement or under applicable law or otherwise, and may be exercised concurrently or successively. The Bank shall have the right of setoff.
10. **Assignments and Participations.** The Borrower agrees that the Bank shall have the right at all times to sell all or any portion of the Loan and all Loan Documents, and to grant one or more participations in the Loan and in all Loan Documents. In connection therewith, the Borrower hereby irrevocably authorizes the Bank to deliver to each such purchaser, participant and prospective purchaser and prospective participant originals and copies of all Loan Documents and all financial statements and other credit and factual data from time to time in the Bank's possession which relate to the Borrower and/or all guarantors, if any, of the Loan. The Borrower further agrees that the Bank shall have the right at all times to disclose and report to credit reporting agencies such information pertaining to the Borrower and/or all guarantors, if any, as is consistent with the Bank's policies and practices from time to time in effect.
11. **Presentment; Etc.** The Borrower waives presentment, notice of dishonor, protest, notice of non-payment, demand and other notice of any kind.
12. **Integration.** The Loan Documents supersede all prior agreements between the parties with respect to the Loan, whether oral or written, including, without limitation, all correspondence between counsel for the respective parties. The Loan Documents constitute the entire agreements between the parties with respect to the Loan, and the rights, duties, and obligations of the parties with respect thereto.
13. **Lender Liability.** The Bank shall not be liable for any loss sustained by any party resulting from any action, omission, or failure to act by the Bank, whether with respect to the exercise or enforcement of the Bank's rights or remedies under the Loan Documents, the Loan, or otherwise, unless such loss is caused by the actual willful misconduct of the Bank conducted in bad faith. **IN NO EVENT SHALL THE BANK EVER BE LIABLE FOR CONSEQUENTIAL OR PUNITIVE DAMAGES, ANY RIGHT OR CLAIM THERETO BEING EXPRESSLY AND UNCONDITIONALLY WAIVED.**
14. **Bank's Decisional Standards.** To the extent that applicable laws require the Bank's actions or decisions under the Loan Documents to be conducted in good faith, the term "good faith" shall be defined (using a subjective standard) as honesty in fact with regard to the conduct or transaction concerned based upon the facts and circumstances actually known to the individual(s) acting for the Bank, and such requirement may be satisfied by reliance upon the advice of attorneys, accountants, appraisers, architects, engineers, or other qualified professionals.
15. **Descriptive Headings; Context.** The captions in this Agreement are for convenience of reference only and shall not define or limit any provision. Whenever the context requires, reference in this Agreement to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural, and, in each case, vice versa.
16. **Acknowledgment of Copy.** The Borrower acknowledges that it has received a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the Borrower and the Bank, by persons duly authorized, have executed this Agreement as of

July 11, 1994  
 WITNESS:  
Arthur R. Cauley  
Gloria J. Beauchemin

T.J. Lindstedt Transportation Co., Inc.  
 By: Terrence J. Lindstedt Pres.  
 Terrence J. Lindstedt, President  
 Fleet Bank of Massachusetts, N.A.  
 By: Arthur R. Cauley

COMMONWEALTH OF MASSACHUSETTS

Worcester                      MA ss.                      July 11, 1994

Then personally appeared the above named Terrence J. Lindstedt and acknowledged the foregoing instrument to be his free act and deed.

Before me, Gloria J. Beauchemin

Notary Public  
 My commission expires

**GLORIA J. BEAUCHEMIN**  
 Notary Public  
 My Commission Expires Aug. 11, 2000