

THOMPSON
HINE & FLORY LLP

Attorneys at Law

April 11, 2000

RECORDATION NO. 17726-B FILED

APR 11 '00 2-43 PM

SURFACE TRANSPORTATION BOARD

VIA HAND DELIVERY

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, NW
Washington, DC 20423-0001

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of a secondary document not previously recorded entitled Extension and Amendment Agreement (the "Agreement") between BTM Capital Corporation, formerly known as BOT Financial Corporation (the "Lessor"), and Northern States Power Company, a Minnesota corporation (the "Lessee"), dated as of March 31, 2000.

The parties to the Agreement are:

LESSOR — BTM Capital Corporation
125 Summer Street
Boston, MA 02110

LESSEE — Northern States Power Company
414 Nicollet Mall
Minneapolis, MN 55401-1927

The said Agreement extends and amends that certain Equipment Leasing Agreement dated as of January 15, 1992 (together with all exhibits, supplements and schedules, the "Lease"), pursuant to which the Lessor leased to the Lessee the Equipment described in Lease Supplement No. 1 thereto, which Lease and Lease Supplement were filed with the Interstate Commerce Commission on March 10, 1992 and recorded under Recordation Nos. 17726 and 17726-A. The instant Agreement should be recorded under Recordation No. 17726-B.

The units of Equipment covered by the instant Agreement are all units covered by the said Lease and Lease Supplement.

THOMPSON
HINE & FLORY LLP

Attorneys at Law

Honorable Vernon A. Williams
Secretary, STB
April 11, 2000
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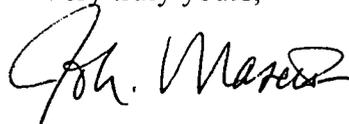
A short summary of the Agreement to appear in the STB Index is as follows:

“Agreement extending and amending that certain Equipment Leasing Agreement dated as of January 15, 1992, as supplemented, between BTM Capital Corporation (f/k/a BOT Financial Corporation) as Lessor, and NORTHERN STATES POWER COMPANY, as Lessee, recorded under Recordation No. 17726, covering 220 coal hopper cars bearing Nos. NSPX 91001-91220.”

Enclosed is a remittance in the amount of \$26.00 for the required recording fee.

Once the filing has been made, please return to bearer the stamped counterpart not needed for your files, together with the letter from the Secretary acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,



John K. Maser III

*Attorney for purposes of this filing for
BTM Capital Corporation and
Northern States Power Company*

Enclosure

101779
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TRANSPORTATION BOARD EXTENSION AND AMENDMENT AGREEMENT

This EXTENSION AND AMENDMENT AGREEMENT is made as of March 31, 2000, by and among BTM CAPITAL CORPORATION, formerly known as BOT Financial Corporation (the "Lessor"), and NORTHERN STATES POWER COMPANY, a Minnesota corporation, having its principal place of business at 414 Nicollet Mall, Minneapolis, Mn 55401-1927 (the "Lessee").

RECITALS

WHEREAS, the Lessor and the Lessee entered into a certain Equipment Leasing Agreement dated as of January 15, 1992 (herein, together with all exhibits, supplements and schedules, the "Lease"), pursuant to which the Lessor leased to the Lessee the Equipment described in Lease Supplement No. 1 thereto (the "Equipment"), which Lease and Lease Supplement were filed with the Interstate Commerce Commission on March 10, 1992 as Recordation Nos. 17726 and, 17726-A, respectively ; and

WHEREAS, pursuant to a Security Agreement dated as of January 15, 1992 between the the Lessor and Aid Association of Lutherans, a Wisconsin fraternal benefit organization("Secured Party"), Lessor (i) issued a Note in an original aggregate principal amount equal to \$11,935,745.90 to finance the Acquisition Cost of the Equipment, and (ii) assigned for security and transfer by Lessor, of all of Lessor's right and interest in and to the Equipment under the Lease, and, except as expressly provided therein as to Excluded Amounts and Excepted Rights, all of the Lessor's right, title and interest in, to and under the Lease and all payments and other amounts received thereunder, which Security Agreement was filed with the Interstate Commerce Commission on March 10, 1992 as Recordation No. 17727;

WHEREAS, the Lessor and Lessee intend to extend the Term of the Lease upon the terms and conditions set forth herein; and

WHEREAS, the Lessor intends to repay in full the indebtedness to Secured Party; and

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the parties do hereby agree as follows:

- 1. Definitions. Capitalized terms used and not defined herein shall have the respective meanings assigned thereto in the Lease.
- 2. Lease Amendments.
 - a. Section 1 of the Lease is hereby amended
 - i. by adding the following definitions:
 - "Applicable Rate" for any Rental Period means the sum of (a) the quotient of (i) the LIBOR Rate divided by (ii) 1 minus the Reserve Percentage for such Rental Period, plus (b) one hundred fifty basis points (1.50%).
 - "BTM Entity" means The Bank of Tokyo-Mitsubishi, Ltd., The Bank of Tokyo-

Mitsubishi Trust Company, BTMCC, any Affiliate of either of them, and any bankruptcy remote commercial paper conduit sponsored by either of them.

"Breakage Costs" shall have the meaning set forth in Section 36(c) hereof.

"Business Day Convention" means the convention for adjusting any relevant date that is not a Business Day so that that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.

"Determination Date" means 11:00 a.m. (London time) on the first day of the Rental Period as to which Applicable Rate is being determined.

"Extension Agreement" means the Extension and Amendment Agreement dated as of March 31, 2000, between the Lessor and Lessee.

"Extension Transaction" means the transactions contemplated by the Extension Agreement.

"Indemnitee" means each of Lessor, any BTM Entity, and their respective successors, permitted assigns, directors, officers, employees, servants and agents and any contractual participant of any thereof.

"LIBOR Rate" for any Rental Period means that rate of interest per annum equal to the offered rate for United States dollar deposits having a period to maturity equal to thirty (30) days in an amount comparable to the aggregate of the then-applicable Estimated Residual Value of the Equipment then subject to this Lease quoted on Dow Jones Telerate Access Service page 3750 (or such other page as may replace page 3750 on that service for the display of such information) on a Determination Date or, if such Telerate page quotation is not available, then the average of the rates of interest per annum applicable to United States dollar deposits having a period to maturity equal to thirty (30) days (rounded upwards, if necessary, to the nearest 1/16 of 1%) quoted on Reuters Monitor Money Rates Services at Screen page "LIBO" (or such other page as may replace it on such service for display of such information) on such Determination Date. If such information is not available on either the Telerate screen or the Reuters LIBO screen, then, on the date and time of determination, Lessor will request the principal London office of each of the Reference Banks (hereinafter defined) to provide a quotation of its LIBOR Rate for U.S. dollar deposits having the maturity described above. The LIBOR Rate will then be the average of the quotations provided (rounded upwards, if necessary to the nearest 1/16 of 1%).

"Reference Banks" means four major banks selected by Lessor on the London interbank market.

"Regulatory Change" means any change after the date of this Extension Agreement in United States federal, state or foreign laws or regulations (including Regulation D and the laws or regulations that designate any assessment rate relating to

certificates of deposit or otherwise) or the adoption or making after such date of any interpretations, directives or requests applying to a class of banks or lenders, of or under any United States federal, state or foreign laws or regulations (whether or not having the force of law) by any court or governmental or monetary authority charged with the interpretation or administration thereof.

Reserve Percentage" means, for any Rental Period, the percentage rate (expressed as a decimal) prescribed by the Board of Governors of the Federal Reserve System or any successor (the "Board of Governors") that is in effect on the Determination Date with respect to such Rental Period, for determining the maximum reserve requirement for a member bank of the Federal Reserve System in New York City having deposits exceeding \$5,000,000,000.00 against Eurocurrency liabilities (as defined in Regulation D of the Board of Governors) or in respect of any other category of liabilities that includes deposits by reference to which the LIBOR Rate is calculated or any category of extensions of credit or other assets that includes loans by a non-United States office of Lessor to United States residents. The Reserve Requirement shall reflect any other reserves required to be maintained by such member banks by reason of any Regulatory Change against any category of liabilities which includes deposits by which the LIBOR Rate is to be determined.

ii. and by modifying the following definitions:

(1) Business Day, by adding at the end thereof, the words

"provided, that during the eighth (8th) Renewal Term, "Business Day" shall mean a Eurodollar Business Day which is also a day on which commercial banking institutions and foreign exchange markets settle payments by reference to the LIBOR Rate in U.S. Dollars in New York City."

(2) Rent Payment Date, by adding at the end thereof, the words

"provided, that during the eighth (8th) Renewal Term, "Rent Payment Date" shall mean, for each Rental Period, the last day of such Rental Period."

(3) Rental Period, by adding at the end thereof, the words

"provided, that during the eighth (8th) Renewal Term, "Rental Period" shall mean a period approximating a calendar month beginning on the last day of the month, subject to the Business Day Convention, and ending on the day immediately preceding the first day of the next following Rental Period. The first Rental Period shall begin on the first day of the eighth (8th) Renewal Term."

iii. and by substituting the following definitions:

(1) replace the definition of "Lessor" with the following:

"Lessor" means BTM Capital Corporation, a Delaware corporation (formerly known as BOT Financial Corporation), and its successors and assigns.

(2) replace the definition of "Principal Documents" with the following:

"Principal Documents" means this Lease, the Lease Supplement(s), the Purchase Agreement Assignment, the Note Purchase Agreement, the Note(s), the Security Agreement, the Notice of Assignment, the Lessee's Acknowledgment, and the Extension Agreement."

b. Section 29(a) of the Lease is hereby amended as follows:

i. At the end of the third sentence, by inserting the words:

"provided, that during the eighth (8th) Renewal Term, Lessee shall pay Lessor Basic Rent for each Item of Equipment on each Rent Payment Date during such Renewal Term, in arrears, in an amount obtained by multiplying (i) the Estimated Residual Value for such Item by (ii) the Applicable Rate, divided by (iii) 360, and multiplied by (iv) the number of days in the Rental Period as to which such Rent Payment Date applies.

ii. In the fourth sentence, by inserting after the words "one hundred eighty (180) days in each place they appear, the words "in the case of the first seven (7) Renewal Terms, and concurrent written notice in the case of the eighth (8th) Renewal Term".

c. Section 29(b) of the Lease is hereby amended as follows:

i. In the first sentence, by adding after the word "Termination Date", the words "in the case of the first seven (7) Renewal Terms, and upon any Rent Payment Date during the eighth (8th) Renewal Term."

ii. In the first sentence, by deleting the words "Reinvestment Premium" and inserting in their place the words:

"in the case of an exercise of the purchase option on the first Rent Payment Date in the eighth (8th) Renewal Term, the sum of one hundred thousand dollars (\$100,000), which sum shall be reduced by ten thousand dollars (\$10,000) on each subsequent Rent Payment Date during such Renewal Term on which Lessee does not exercise the purchase option described in this paragraph."

iii. In the third sentence, by inserting after the words "one hundred eighty (180) days" in each place they appear, the words "in the case of the first seven (7) Renewal Terms, and ten (10) Business Days in the case of the eighth (8th)

Renewal Term”.

iv. At the end of the fourth sentence, by adding the following words at the end “, except as may be otherwise agreed in writing by Lessor”.

d. Section 32 of the Lease is hereby amended by adding the following at the end thereof:

“Lessee further agrees to pay the reasonable fees and disbursements of Lessor’s Surface Transportation Board counsel incurred in connection with the filing and recording of all documents and instruments relating to the Extension Transaction and the discharge of the Lien of the Secured Party (including, without limitation, the documents and instruments referred to in the form of such counsel’s opinion) with the Surface Transportation Board.

e. The following Section is hereby added to the Lease:

36. LIBOR Related Provisions. The following provisions shall be in effect during the eighth (8th) Renewal Term:

a. Yield Protection. (i) If any Regulatory Change:

(A) shall subject an Indemnitee to any tax, duty or other charge with respect to the financing of the Equipment, any liquidity loans in connection therewith (or its participation in any of the foregoing), or any obligations or right to finance the Equipment or to provide funding therefor (or to participate in any of the foregoing), or shall change the basis of taxation of payments to the Indemnitee of the Payments or the principal or interest on any liquidity loan (or its participation in any of the foregoing) or any other amounts due under this Lease or any other Principal Document or liquidity agreement or its obligations or rights, if any, to finance the Equipment or to make any liquidity loan or to provide funding therefor (or to participate in any of the foregoing) (except for changes in the rate of tax on or determined by reference to the overall net income of such Indemnitee imposed by the United States of America, by the jurisdiction in which such Indemnitee’s principal executive office is located, other than in the United States of America, or by the jurisdiction where such Indemnitee’s principal office in the United States is located); or

(B) shall impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of any Indemnitee, deposits or obligations with or for the account of any Indemnitee or with or for the account of any affiliate (or entity deemed by the Federal Reserve Board to be an affiliate) of any Indemnitee, or credit extended by any Indemnitee; or

(C) shall change the amount of capital maintained or required or requested or directed to be maintained by any Indemnitee; or

(D) shall impose any other condition affecting the Lease, any Rent, any

liquidity loan, liquidity agreement or the Principal Documents in whole or in part by any Indemnitee, or its obligations or rights, if any, to purchase or to make (or participate) a liquidity loan or finance the Equipment or to provide funding therefor;

and the result of any of the foregoing is or would be

(x) to increase the cost to (or impose a cost on) an Indemnitee financing the Equipment or carrying (or participating in) the amount of such financing, or loans or other extensions of credit under a liquidity agreement for the financing thereof or any commitment of such Indemnitee with respect to any of the foregoing,

(y) to reduce the amount of any sum received or receivable by an Indemnitee under this Lease, any Principal Document or under a liquidity agreement (or its participation therein) with respect thereto, or

(z) in the sole determination of an Indemnitee, to reduce the rate of return on the capital of such an Indemnitee as a consequence of its obligations hereunder or under any Principal Document or arising in connection herewith (or therewith) to a level below that which such Indemnitee could otherwise have achieved,

then, within thirty days after demand by such Indemnitee (which demand shall be accompanied by a statement setting forth in reasonable detail the basis of such demand), Lessee hereby agrees to pay directly to such Indemnitee such additional amount or amounts as will compensate such Indemnitee for such additional or increased cost or such reduction.

(ii) Each Indemnitee will promptly notify Lessee of any event of which it has knowledge which will entitle such Indemnitee to compensation pursuant to this Section; provided, however, that no failure to give or delay in giving such notification shall adversely affect the rights of any Indemnitee to such compensation.

(iii) In determining any amount provided for or referred to in this Section, an Indemnitee may use any reasonable averaging and attribution methods that it (in its sole discretion) shall deem applicable. Any Indemnitee when making a claim under this Section shall submit to the Lessee a statement as to such increased cost or reduced return (including calculation thereof in reasonable detail), which statement shall, in the absence of demonstrable error, be conclusive and binding upon Lessee.

b. Illegality. If it shall become illegal or unlawful or contrary to an official directive of a Governmental Entity, Applicable Law, or any interpretation, directive or request or change therein, or change in the administration or enforcement thereof, for any Indemnitee to finance the transactions contemplated hereby in the method described or to give effect to all or any part of its obligations with respect thereto under this Lease or for such Indemnitee to be a party to a transaction related to the financing or operation of the Equipment (each such event being hereinafter referred to as an "Illegality Event"), such Indemnitee shall promptly notify Lessee and Lessor thereof, and (i) if such Illegality Event can be avoided or reduced, including by transferring such financing to another Indemnitee or any Affiliate of such Indemnitee, without incurring any consequences which are, in the

sole judgment of such Indemnitee, adverse to such Lender, then such Indemnitee shall use its reasonable good faith efforts consistent with its internal policy to effect such avoidance or reduction; or (ii) if such a transfer is not effected as of the Rent Payment Date occurring at least thirty (30) days after such Indemnitee has provided notice thereof to Lessee and Lessor, Lessee shall purchase all of the Equipment by paying the Purchase Option Amount determined in accordance with Section 29(b), as of such Rent Payment Date.

c. Breakage Costs. Lessee shall indemnify each Indemnitee, and hold it harmless from and against, and shall pay to such Indemnitee, promptly upon request, such amount or amounts as shall compensate such Indemnitee for any loss (including loss of profit), cost or expense incurred by such Indemnitee, as a result of any payment of Rent due under this Lease on a date other than a Rent Payment Date or termination of this Lease on a date other than as expressly allowed herein; such compensation to include, without limitation, an amount equal to (i) any loss or expense suffered by such Indemnitee if the rate of interest obtainable by such Indemnitee upon the redeployment of an amount of funds equal to the amount of Basic Rent which Lessee paid or the amounts paid by Lessee as a result of such termination are less than the Applicable Rate; or (ii) any loss or expense suffered by such Indemnitee in liquidating its borrowing positions established to fund any of the transactions contemplated hereunder, or in liquidating its fixed rate deposits or any interest rate swap or other similar arrangement, prior to maturity as a consequence of such payment or termination. The amount payable pursuant to this Section 36(c) is referred to herein as "Breakage Costs".

d. Limitation on LIBOR Rate. Notwithstanding any other provision in this Lease, in the event that (a) it becomes unlawful for any Indemnitee to fund or maintain Eurodollar deposits in the London interbank market, or (b) such Indemnitee determines that quotations of the LIBOR Rate for the relevant deposits are not being provided for the relevant amounts or for the relevant maturity dates necessary to determine the Applicable Rate hereunder, then Lessor shall promptly notify Lessee of such illegality or event in reasonable detail (and thereafter shall give Lessee prompt notice of the cessation, if any, of such illegality or event). In such event, the Applicable Rate shall mean the Substitute Applicable Rate (hereinafter defined) for the period from the earlier of (a) the date required by law, or (b) the last day of the current Rental Period, until such condition is no longer in effect. The conversion of the rate of interest pursuant to this Section prior to the last day of a Rental Period shall be considered a termination of the Lease on such date solely for purposes of Section 36(c) hereof (it being understood that Lessee shall be required to pay all Basic Rent and Supplemental Payments due under this Lease in accordance with the terms of this Lease notwithstanding such conversion in the Applicable Rate).

For purposes of this Section 36(d), the "Substitute Applicable Rate" shall mean, for any Rental Period, the sum of (i) the Commercial Paper Rate (hereinafter defined) divided by (ii) 1 minus the Reserve Percentage for such Rental Period plus (iii) an amount, expressed as a percentage, equal to the average difference between the Commercial Paper Rate and the original Applicable Rate as both such rates existed on the six (6) Determination Dates immediately preceding the event causing the change from the Applicable Rate to the Substitute Applicable Rate.

For purposes of this Section 36(d), "Commercial Paper Rate" means the 30-day rate

for Commercial Paper consisting of high-grade unsecured notes sold through dealers by major corporations, as published from time to time in the table entitled "Money Rates" in The Wall Street Journal.

e. Determination. A certificate of an Indemnitee claiming compensation or indemnification under this Section 36 and setting forth in reasonable detail the basis for determining the additional amount or amounts to be paid to it hereunder shall be conclusive absent demonstrable error; provided, however, that such Indemnitee shall not be required to divulge any confidential or proprietary information in connection therewith, unless Lessee enters into a confidentiality agreement reasonably acceptable to such Indemnitee. Such certificate shall also include a statement that the financing contemplated hereby is not being treated any less favorably than other similar financings made by such Indemnitee with respect to the compensation described in this Section 36. The Indemnitee may use any reasonable averaging and attribution methods in determining such amount. Any compensation payable to an Indemnitee under this Section 36 shall be net of tax benefits received by such Indemnitee.

f. Exhibit A-1 of the Lease is hereby amended as follows:

i. by deleting the definition of "Renewal Term" and inserting the following in its place:

"Renewal Term(s): Seven (7) Renewal Terms of twelve (12) months each, followed by one (1) Renewal Term of nine (9) months."

ii. by deleting the words "September 30, 1991" and inserting in their place the words "December 31, 1999".

iii. by inserting the phrase "and thereafter" after the number "8" in the table captioned "Certain Values" (it being intended that the Estimated Residual Value, Maximum Lessor Risk Amount and Maximum Lessee Risk Amount shall be the same values for the eighth (8th) Renewal Term as for the seventh (7th) Renewal Term).

3. Consent to Withdrawal of Purchase Option Notice. Lessor hereby consents to the withdrawal of Lessee's purchase option notice delivered with respect to the end of the seventh (7th) Renewal Term.

4. Exercise of Renewal Option. Lessee hereby exercises its option to enter into the eighth(8th) Renewal Term upon the terms and conditions set forth in this Extension Agreement.

5. Pre-Conditions to Effectiveness. The obligations of the Lessor to enter into the Extension Transaction are subject to the following:

- a. no event which is (or with notice or lapse of time or both would become) an Event of Default has occurred and is continuing; and
- b. no material adverse change in the financial condition of Lessee or of the New

Guarantor since the Financial Condition Reference Date set forth on Exhibit A, which would impair the ability of Lessee to pay and perform its obligations under the Lease, as extended pursuant to the Extension Agreement, has occurred;

6. Post Closing Matters. Within ten (10) Business Days after the date of this Extension Agreement, Lessee shall deliver or cause to be delivered to Lessor, at Lessee's expense and in form and substance satisfactory to Lessor:

- a. evidence reasonably satisfactory to Lessor of the authority of the Lessee to enter into this Agreement, including, in substantially the form originally delivered under the Lease, an incumbency certificate, a certificate of standing resolutions and an opinion of internal counsel of Lessee;
- b. a full release and termination executed by Secured Party, which release shall have been filed with the Surface Transportation Board, and evidencing the discharge in full of the Lien of the Secured Party, together with any applicable Uniform Commercial Code termination filings;
- c. favorable written opinion of Surface Transportation Board counsel, in form and substance reasonably satisfactory to Lessor;
- d. a termination of the Letter of Credit by Secured Party.

7. Representations and Warranties. Lessee reaffirms all of the representations and warranties in Section 22 of the Lease, incorporated by reference as if fully set forth herein, for which purpose the "Lease" shall mean the Lease as amended by this Extension Agreement, and the Overall Transaction shall mean the Overall Transaction after giving effect to the Extension Transaction.

8. Further Assurances. Whenever and so often as reasonably requested by any party, the other party will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be reasonably necessary and required in order to effect the Extension Transaction, as well as all rights, interests and benefits conferred or intended to be conferred by this Agreement.

9. Legal Effect. Except as expressly amended by this Extension Agreement, all the terms and conditions of the Lease remain in full force and effect.

10. Counterparts. This Extension Agreement may be executed in counterparts (including by facsimile transmission), each of which shall be an original but all of which together shall constitute one and the same instrument.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all parties and their respective successors and assigns.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Extension and Amendment Agreement to be executed by their officers, thereunto duly authorized, and their corporate seals thereto affixed as of the date and year first above written.

ATTEST:

BTM CAPITAL CORPORATION

Mark A. Rehan
Asst Secretary
(corporate seal)

By: John F. McCarty ^{may}
Its: VICE PRES

ATTEST:

NORTHERN STATES POWER COMPANY

Robert F. Rechele
Secretary
(corporate seal)

By: Gary R. Johnson
Its: VP General Counsel

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

On this 31st day of March, 2000, before me personally appeared John F. McCarthy to me personally known, who being by me duly sworn, says that (s)he is the Vice President of BTM Capital Corporation, a Delaware corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Ellen F. Henry
Notary Public

My Commission Expires:

Ellen F. Henry
NOTARY PUBLIC
My commission exp. January 17, 2003

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On this 31st day of March, 2000, before me personally appeared David R. Johnson to me personally known, who being by me duly sworn, says that (s)he is the Vice President & General Counsel of Northern States Power Company, a Minnesota corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Anne M. Gaitley
Notary Public

My Commission Expires: 1/31/2005

