any Bond for a period of ten days next preceding any interest payment date for such Bond shall not be applicable to Bonds of this Series Due 2021.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, as such, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, or by any constitution or statute or otherwise, of incorporators, stockholders, directors or officers being released by every owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Indenture.

[END OF FORM OF BOND]

§ 1.03. Until Bonds of 2021 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Successor Corporate Trustee shall authenticate and deliver, in lieu thereof, Bonds of 2021 Series in temporary form as provided in § 2.09 of the Original Indenture. Such Bonds of 2021 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in such Bonds in definitive form, include a reference to this Eighteenth Supplemental Indenture for a statement of such redemption prices.

PART II.

Issue of Bonds of 2021 Series.

§ 2.01. The principal amount of Bonds of 2021 Series which may be authenticated and delivered hereunder is not limited.

§ 2.02. Bonds of 2021 Series for the aggregate principal amount of Twenty-Five Million Dollars ($25,000,000), being the initial issue of Bonds of 2021 Series, may forthwith be executed by the Company and delivered to the Successor Corporate Trustee and shall be authenticated by the Successor Corpo-

rate Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the President or any Vice President or the Treasurer or an Assistant Treasurer of the Company, upon compliance by the Company with the appropriate provisions and requirements of Articles III and XVIII of the Original Indenture.

PART III.

Redemption.

§ 3.01. (A) The Bonds of 2021 Series shall, in accordance with the provisions of Article V of the Original Indenture, be redeemable (otherwise than through the operation of the Improvement and Sinking Fund provided in part IV hereof, except to the extent hereinafter indicated, or the Maintenance Fund provided in the Indenture, or such maintenance fund, if any, as may be hereafter provided) or pursuant to § 8.07 of the Original Indenture, at any time or from time to time prior to maturity, at the option of the Board of Directors of the Company, as a whole or in part by lot, at the general redemption prices set forth in the form of Bond of 2021 Series provided for herein; provided, however, that none of the Bonds of this Series Due September 15, 2021 shall be redeemed prior to September 15, 2001, at a General Redemption Price if such redemption is for the purpose or in anticipation of refunding such Bond through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than % per annum:

(B) The Bonds of 2021 Series shall, in accordance with the provisions of Article V of the Original Indenture, be redeemable through the operation of the Improvement and Sinking Fund or the Maintenance Fund provided in the Indenture, or such maintenance fund, if any, as may be hereafter provided or pursuant to § 8.07 of the Original Indenture, at any time or from time to time prior to maturity; provided, however, that in the case of redemption through the operation of the Improvement and Sinking Fund, if the date fixed for such redemption shall be prior to September 15 of the calendar year next preceding the calendar year in which the deposit of cash shall become due pursuant to § 4.01 of this Eighteenth Supplemental Indenture, they shall be redeemed at the general redemption prices set forth in the forms of Bonds of 2021 Series provided for herein; and provided further, that in case of redemption through the operation of the Improvement and Sinking Fund, if the date fixed for such redemption shall be on or after September 15 of the calendar year next

preceding the calendar year in which the deposit of cash shall become due pursuant to § 4.01 of this Eighteenth Supplemental Indenture, or in the case of redemption through the operation of the Maintenance Fund provided in the Indenture, or in the case of redemption through the operation of such other maintenance fund, if any, as may hereafter be provided or pursuant to § 8.07 of the Original Indenture, they shall be redeemed at the special redemption price set forth in the form of Bonds of 2021 Series provided for herein.

§ 3.02. Notice of redemption shall be caused to be sent by the Company through the mails, postage prepaid, not less than thirty days and not more than sixty days prior to the date of redemption, to the registered owners of the Bonds to be redeemed at their addresses as the same shall appear on the transfer register of the Company. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it. Failure to give notice to an owner shall not affect the validity of the proceedings for the redemption of any of the other Bonds.

PART IV.

Improvement and Sinking Fund Respecting Bonds of 2021 Series.

§ 4.01. The Company will, as an Improvement and Sinking Fund provision, on or before July 31 of each year beginning with the year 1994, deposit with the Successor Corporate Trustee an amount in cash and/or a principal amount of issued Bonds of 2021 Series, not theretofore made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Successor Corporate Trustee under any provision of the Original Indenture, the Ninth Supplemental Indenture dated as of May 1, 1963, the Tenth Supplemental Indenture dated as of May 1, 1965, the Eleventh Supplemental Indenture dated as of May 1, 1967, the Twelfth Supplemental Indenture dated as of May 1, 1969, the Thirteenth Supplemental Indenture dated as of May 1, 1974, the Fourteenth Supplemental Indenture dated as of October 15, 1975, the Fifteenth Supplemental Indenture dated as of October 1, 1976, the Sixteenth Supplemental Indenture dated as of September 15, 1977, the Seventeenth Supplemental Indenture dated as of March 15, 1978, or of this Eighteenth Supplemental Indenture which, in the case of the deposit to be made on or before July 31, 1994 and the seven next succeeding deposits, shall be equal in the aggregate to one

and one-quarter percent (1¼%), and, in the case of the deposit to be made on or before July 31, 2002 and all subsequent deposits, shall be equal in the aggregate to one percent (1%) of (a) the greatest aggregate principal amount of Bonds of 2021 Series outstanding at any one time prior to May 1 of the year in which such deposit is to be made, less (b) the aggregate principal amount of all issued Bonds of 2021 Series retired (other than through operation of the Improvement and Sinking Fund or the Maintenance Fund provided in the Indenture or such other maintenance fund, if any, as may hereafter be provided) pursuant to § 8.07 of the Original Indenture prior to the date of such deposit; provided, however, that there shall be credited against the amount of cash and/or principal amount of Bonds of 2021 Series so required to be deposited with the Successor Corporate Trustee an amount equal to sixty percent (60%) of the amount of net bondable value of property additions not subject to an unfunded prior lien which the Company then elects to make the basis of a credit under this Section.

On or before July 31 of each such year, the Company shall deliver to the Successor Corporate Trustee:

(a) an officers' certificate which shall state:

(1) the greatest aggregate principal amount of Bonds of Series outstanding at any one time prior to May 1 of such year; and

(2) the aggregate principal amount of all issued Bonds of 2021 Series retired (other than through operation of the Improvement and Sinking Fund or the Maintenance Fund provided in the Indenture or such other maintenance fund, if any, as may hereafter be provided) pursuant to § 8.07 of the Original Indenture prior to the date of such officers' certificate;

and

(b) if the Company then elects to make the basis of a credit under this § 4.01 any amount of net bondable value of property additions not subject to an unfunded prior lien, the certificates, instruments, opinions, prior lien bonds and cash prescribed in Subdivisions (a) to (g), both inclusive, of § 3.04 of the Original Indenture.

So long as any of the Bonds of 2021 Series are outstanding, property additions used as the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Successor Corporate Trustee under any provision of the Original Indenture, the Ninth Supplemental Indenture dated as of May 1, 1963, the Tenth Supplemental Indenture dated as of May 1, 1965, the Eleventh Supplemental

Indenture dated as of May 1, 1967, the Twelfth Supplemental Indenture dated as of May 1, 1969, the Thirteenth Supplemental Indenture dated as of May 1, 1974, the Fourteenth Supplemental Indenture dated as of October 15, 1975, the Fifteenth Supplemental Indenture dated as of October 1, 1976, the Sixteenth Supplemental Indenture dated as of September 15, 1977, the Seventeenth Supplemental Indenture dated as of March 15, 1978, or of this Eighteenth Supplemental Indenture, and the amount thereof shall be included in paragraph (12) of the engineer's certificate prescribed in Subdivision (a) of § 3.04 of the Original Indenture and delivered to the Successor Corporate Trustee pursuant to Subdivision (b) of this § 4.01.

Notwithstanding any other provisions of the Original Indenture or this Eighteenth Supplemental Indenture, the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on July 31 of the then current year or any subsequent year or years, by depositing cash and/or a principal amount of issued Bonds of 2021 Series with the Successor Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section.

The Successor Corporate Trustee, upon receipt of cash pursuant to the provisions of this Section, shall forthwith proceed to apply the same toward the purchase of issued Bonds of 2021 Series, in an aggregate principal amount not exceeding the amount of cash deposited, on any securities exchange or in the open market or at private sale at the price or prices most favorable to the Company in the judgment of the Successor Corporate Trustee; provided, however, that no Bonds of 2021 Series shall be purchased at such price (including accrued interest and brokerage) that the cost thereof to the Company would exceed the cost of redeeming such Bonds of 2021 Series on a date forty days after the date of such purchase (including in such cost the premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date).

Notwithstanding the foregoing provisions of this Section, the Company, at the time of paying to the Successor Corporate Trustee any Improvement and Sinking Fund payment, or at any time or from time to time thereafter, may, by a request in writing signed in the name of the Company by its President, or any Vice President, and its Treasurer, or any Assistant Treasurer, accompanied by a certified resolution of the Board of Directors authorizing or directing the Successor Corporate Trustee to apply an amount therein specified to the redemption of Bonds of 2021 Series, direct the Successor Corporate Trustee to

apply such Improvement and Sinking Fund payment or any part thereof (not theretofore disbursed by the Successor Corporate Trustee for the purchase of Bonds of 2021 Series or required for the purchase of Bonds of 2021 Series under offers or proposals theretofore accepted by the Successor Corporate Trustee) to the redemption of Bonds of 2021 Series, and in such event the amount so specified is hereby required to be applied promptly to the redemption of Bonds of 2021 Series in accordance with Article V of the Original Indenture. Upon receipt of such instrument in writing and certified resolution of the Board of Directors, the Successor Corporate Trustee shall select by lot, in accordance with Article V of the Original Indenture, from the Bonds of 2021 Series, the particular Bonds of 2021 Series or portions thereof to be redeemed, in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount so specified and within fifteen days after the receipt of such instrument in writing and certified resolution notify the Company of the particular Bonds of 2021 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Notwithstanding any other provisions of this Section, if moneys in excess of the sum of Fifty Thousand Dollars ($50,000) deposited with the Successor Corporate Trustee pursuant to this Section (except moneys which have theretofore been set aside for the purchase of Bonds of 2021 Series or for the redemption of Bonds of 2021 Series called for redemption) shall have remained on deposit for a period of ninety days, such moneys so remaining on deposit shall promptly thereafter be applied by the Successor Corporate Trustee to the redemption of issued Bonds of 2021 Series. In such case the Successor Corporate Trustee shall select by lot in accordance with Article V of the Original Indenture from the Bonds of 2021 Series the particular Bonds of 2021 Series or portions thereof to be redeemed in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount of cash remaining on deposit with the Successor Corporate Trustee pursuant to this Section and shall notify the Company of the particular Bonds of 2021 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Any Bonds of 2021 Series delivered to, or purchased or redeemed by, the Successor Corporate Trustee pursuant to the provisions of this Section shall forthwith be canceled by the Successor Corporate Trustee and shall not be reissued, and, so long as any Bonds of 2021 Series are outstanding, no Bonds of 2021 Series so delivered, purchased or redeemed and canceled shall be made

the basis for the authentication and delivery of Bonds, or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Successor Corporate Trustee under any provision of the Original Indenture, the Ninth Supplemental Indenture dated as of May 1, 1963, the Tenth Supplemental Indenture dated as of May 1, 1965, the Eleventh Supplemental Indenture dated as of May 1, 1967, the Twelfth Supplemental Indenture dated as of May 1, 1969, the Thirteenth Supplemental Indenture dated as of May 1, 1974, the Fourteenth Supplemental Indenture dated as of October 15, 1975, the Fifteenth Supplemental Indenture dated as of October 1, 1976, the Sixteenth Supplemental Indenture dated as of September 15, 1977, the Seventeenth Supplemental Indenture dated as of March 15, 1978, or of this Eighteenth Supplemental Indenture.

Upon the purchase or redemption by the Successor Corporate Trustee of any Bonds of 2021 Series pursuant to the provisions of this § 4.01:

(a) The Company shall pay to the Successor Corporate Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all Bonds of 2021 Series so purchased or redeemed together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Successor Corporate Trustee exceeds the aggregate principal amount of the Bonds of 2021 Series purchased or redeemed. The cost of all advertising or publishing and all brokerage charges shall be paid by the Company, or, if paid by the Successor Corporate Trustee, shall forthwith be paid to it by the Company upon demand.

(b) The Successor Corporate Trustee shall pay to or upon the order of the Treasurer or an Assistant Treasurer of the Company, from any moneys deposited with the Successor Corporate Trustee under this § 4.01, an amount equal to the amount by which the aggregate principal amount of Bonds of 2021 Series purchased exceeds the aggregate purchase price (less interest) paid by the Successor Corporate Trustee for such Bonds of 2021 Series.

PART V.

Additional Covenants.

§ 5.01. The Company hereby agrees that while any of the Bonds of 2021 Series are outstanding, the ratio of (a) the bonded cost of property not subject to an unfunded prior lien owned by the Company and all Special Subsidiaries and subject to the lien of this Indenture and not retired, to (b) the bonded cost

of property not subject to an unfunded prior lien owned by Subsidiaries other than Special Subsidiaries and not subject to the lien of this Indenture and not retired, shall be at least eighty-five to fifteen.

§ 5.02. The Company covenants that so long as any of the Bonds of 2021 Series are outstanding it will not declare or pay any dividends (other than stock dividends) on or make any other distribution on or acquire (unless acquired without cost to the Company) any shares of its Common Stock unless the consolidated earned surplus of the Company and its Subsidiaries (including as consolidated earned surplus current net income available to be transferred to surplus) less the aggregate amount of all such payments and other distributions made and amounts paid in connection with acquisitions made during the period from December 31, 1946 to the date of the proposed payment of such dividend or the making of such distribution or acquisition that have not been charged to such consolidated earned surplus shall be at least equal to the amount of the proposed dividend or distribution or the amount to be paid in connection with the proposed acquisition.

The Company further agrees that within forty-five (45) days after the date of the declaration of any dividend, the making of any other distribution on or acquisition of any shares of its Common Stock, it will notify the Successor Corporate Trustee of such action and will deliver to the Successor Corporate Trustee an officers' certificate showing in reasonable detail the items entering into the computations above provided for, and stating that the making of the dividend payment or other distribution or acquisition in respect of which the certificate is filed was not in violation of the provisions of this Section.

PART VI.

Parts IV and V Limited.

The provisions of Parts IV and V above shall be binding upon the Company and effective so long, but only so long, as any Bonds of 2021 Series are outstanding.

PART VII.

Concerning the Trustees.

The Trustees hereby accept the trusts hereby declared and provided, and agree to perform the same upon the terms and conditions in the Original

Indenture, as supplemented by this Eighteenth Supplemental Indenture, and in this Eighteenth Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees, or either of them, shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eighteenth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

PART VIII.

Miscellaneous Provisions.

The Company reserves the right, without any consent or other action by holders of Bonds of 2021 Series, or of any subsequent series, to make such amendments to the Indenture, as supplemented, as shall be necessary in order to amend § 1.44, § 1.47, and § 7.02 as follows:

(A) By inserting the following as a new sub-paragraph (h) of § 1.44:

"The term 'Permitted Liens' shall also mean and include as of any particular time any controls, liens, restrictions, regulations, easements, exceptions or reservations of any governmental authority applying particularly to Nuclear Fuel."

(B) By inserting the following at the end of § 1.47:

"Anything in this Indenture and in this § 1.47 to the contrary notwithstanding, the term 'Property Additions' shall include Nuclear Fuel.

The term 'Nuclear Fuel' shall mean (a) any fuel element, including nuclear fuel and associated means (and any similar or analogous device or substance), whether or not classified as fuel and whether or not chargeable to operating expenses, comprising or intended to comprise, or formerly comprising, the core, or other part, of a nuclear reactor or any similar or analogous device, (b) any fuel element, including nuclear fuel and associated means (and any similar or analogous device or substance) while in the process of fabrication or preparation and special nuclear or other materials held for use in such fabrication or preparation, (c) any substances or materials formerly comprising such nuclear fuel and associated means (or any similar or analogous device or substance) and which substances or materials are undergoing or have undergone reprocessing and (d) uranium, thorium, plutonium and any other substance or material from time to time used or selected for use by the Company as fuel material, or as potential fuel material, in a nuclear reactor or any similar or analogous device."

(C) By inserting after the word "equipment" each time it appears in sub-paragraph (a) of § 7.02 the words, ",Nuclear Fuel,".

For all purposes hereof, all terms contained in this Eighteenth Supplemental Indenture shall, except as the context may otherwise require or as provided herein, have the meanings given to such terms in Article I of the Original Indenture. The terms "Corporate Trustee" and the "Co-Trustee", as used in the Indenture, shall include the Successor Corporate Trustee and the Successor Co-Trustee, respectively.

This Eighteenth Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, said Interstate Power Company has caused this Indenture to be executed on its behalf by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by its Secretary or one of its Assistant Secretaries and hereby acknowledges receipt of a full, true and complete copy of this Eighteenth Supplemental Indenture; and The Chase Manhattan Bank (National Association), one of the parties hereto of the second part, as Successor Corporate Trustee as aforesaid, in evidence of its acceptance of the trust hereby created, has caused this Indenture to be executed on its behalf by one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by one of its Assistant Secretaries, and C.J. Heinzelmann, as Successor Co-Trustee, as aforesaid, one of the parties hereto of the second part, for all like purposes has hereunto set his hand and affixed his seal; all as of the 15th day of September, One thousand nine hundred and ninety-one.

INTERSTATE POWER COMPANY

By W.H. Stoppelmoor
W.H. STOPPELMOOR,
President.

(CORPORATE SEAL)

J.O. McGOWAN, *Secretary*

Signed, sealed and delivered by
INTERSTATE POWER COMPANY
in the presence of:

A. Dahlberg

A. Dahlberg

G. Richards

G. Richards
As Witnesses.

THE CHASE MANHATTAN BANK
(National Association)
As Successor Corporate
Trustee as aforesaid

By _____
R. A. DeSorbo, *Vice President*

(CORPORATE SEAL)
Attest:

Timothy E. Burke
Assistant Secretary.

Signed, sealed and delivered by
THE CHASE MANHATTAN BANK
(National Association)
in the presence of:

A. Dahlberg

A. Dahlberg

G. Richards

G. Richards
As Witnesses.

C.J. Heinzelmann (L. S.)
C.J. HEINZELMANN

Signed, sealed and delivered by
C.J. HEINZELMANN
in the presence of:

A. Dahlberg

A. Dahlberg

G. Richards

G. Richards
As Witnesses.

BOOK 2, PAGE 220

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

On this 26th day of September, in the year 1991, before me JOSEPHINE MANNINO, a Notary Public in and for New York County, personally appeared W.H. STOPPELMOOR, to me personally known, who being by me duly sworn did say that he resides at 2215 Aspen Drive, Dubuque, Iowa 52001, that he is President of Interstate Power Company, a Delaware corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said W.H. STOPPELMOOR, President of said corporation, as such officer, acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation by it voluntarily executed.

Josephine Mannino
Notary Public, State of New York
No. 4979089
Qualified in Suffolk County
Certificate filed in
New York County
Commission Expires March 18, 1993

(NOTARIAL SEAL)



STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

I, JOSEPHINE MANNINO, a Notary Public in and for said County in the State aforesaid, do hereby certify that W.H. STOPPELMOOR, President of Interstate Power Company, a Delaware corporation, and J.C. MCGOWAN, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and chattel mortgage as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument and chattel mortgage as their own free and voluntary acts and as the free and voluntary act of said corporation by authority of its Board of Directors for the uses and purposes therein set forth, and the said J.C. MCGOWAN, did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument and chattel mortgage as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of September, A.D. 1991.

Josephine Mannino
Notary Public, State of New York
No. 4979089
Qualified in Suffolk County
Certificate filed in
New York County
Commission Expires March 18, 1993

(NOTARIAL SEAL)

JOSEPHINE MANNINO NOTARY PUBLIC STATE OF NEW YORK

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STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

I, JOSEPHINE MANNINO, a Notary Public in and for said County in the State aforesaid, do hereby certify that R. A. DESORBO, a Vice President of The Chase Manhattan Bank (National Association), a corporation, and TIMOTHY E. BURKE, an Assistant Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and chattel mortgage as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument and chattel mortgage as their own free and voluntary acts and as the free and voluntary act of said corporation by authority of its Board of Directors for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument and chattel mortgage, as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of September, A.D. 1991.

Josephine Mannino
Notary Public, State of New York
No. 4979089
Qualified in Suffolk County
Certificate filed in
New York County
Commission Expires March 18, 1993

(NOTARIAL SEAL)





STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

On this 26th day of September, in the year 1991, before me, JOSEPHINE MANNINO, a Notary Public in and for New York County, personally appeared R. A. DESORBO, to me personally known, who being by me duly sworn, did say that he resides at 225 8th Avenue, Brooklyn, New York 11215, that he is a Vice President of The Chase Manhattan Bank (National Association), a corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said R. A. DESORBO, Vice President of said corporation, as such officer, acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation by it voluntarily executed.

Josephine Mannino
Notary Public, State of New York
No. 4979089
Qualified in Suffolk County
Certificate filed in
New York County
Commission Expires March 18, 1993

(NOTARIAL SEAL)

JOSEPHINE MANNINO NOTARY PUBLIC STATE OF NEW YORK

BOOK 2, PAGE 220

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 26th day of September, in the year 1991, before me, JOSEPHINE MANNINO, a Notary Public in and for New York County, personally appeared C. J. HEINZELMANN, to me known to be the identical person described in, and who executed the foregoing instrument, and acknowledged to me that he signed, sealed and delivered the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Josephine Mannino
Notary Public, State of New York
No. 4979089
Qualified in Suffolk County
Certificate filed in
New York County
Commission Expires March 18, 1993

(NOTARIAL SEAL)



