

DAVIS POLK & WARDWELL

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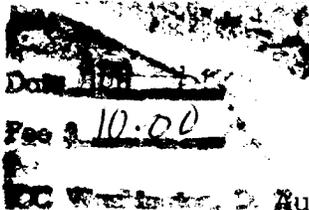
TELEX: 888236

RESIDENT PARTNER:

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WM F. KROENER, III  
RICHARD J. SANDLER  
ROBERT F. WISE, JR.  
JOHN P. COONEY, JR.  
ROBERT LEE HECKART  
WILLIAM S. KABLE  
OGDEN N. LEWIS  
BRADLEY Y. SMITH



RECORDATION NO. 8535-D Filed 1425  
AUG 4 1981-2 45 PM  
INTERSTATE COMMERCE COMMISSION

August 3, 1981

Mrs. Agatha L. Mergenovich  
Interstate Commerce Commission  
12th St. and Constitution Ave., N.W. AUG 4 1981-2 45 PM  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

Please accept for filing and recordation the following (1) Supplement No. 1 to Agreement of Guaranty, (2) Supplement No. 1 to Conditional Sale Agreement, and (3) Supplement No. 1 to Lease of Railroad Equipment, amending (1) conditional Sale Agreement filed and recorded with the Interstate Commerce Commission on October 27, 1976 at 1:00 P.M., recordation No. 8535, and (2) a Lease of Railroad Equipment filed and recorded with the Interstate Commerce Commission on October 27, 1976 at 1:00 P.M., recordation No. 8535-B.

Please find enclosed an amended filing fee of \$10.

Yours truly,

*John F. Barry*  
John F. Barry, III

*Richard Dolan*  
*Chamberlain*

Aug 11 1981

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

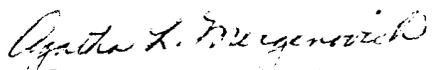
OFFICE OF THE SECRETARY

John F. Barry, III  
Davis Polk & Wardwell  
1 Chase Manhattan Plaza  
New York, N. Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/4/81 at 2:45PM, and assigned re-  
recording number(s). 8535-D, & 8535-E

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 8535-2 Filed 1425

AUG 4 1981 - 2 45 PM  
SUPPLEMENT NO. 1 TO  
CONDITIONAL SALE AGREEMENT INTERSTATE COMMERCE COMMISSION

Supplement No. 1, dated as of May 1, 1980, to the Conditional Sale Agreement, dated as of October 8, 1976, between General Motors Corporation ["Builder"] and J. P. Morgan Interfunding Corp. ["Vendee"], covering 26 diesel-electric locomotives ["Conditional Sale Agreement"]. The Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on October 27, 1976 at 1:00 P.M., recordation No. 8535.

In consideration of the mutual promises contained in this Supplement No. 1 to the Conditional Sale Agreement, it is agreed as follows:

1. The Builder, the Vendee, Girard Bank as Agent, Great American Insurance Company ("Senior Investor") and Erie Savings Bank ("Junior Investor") hereby consent to the assignment of the interest of William M. Gibbons, Trustee of the property of the Chicago, Rock Island and Pacific Railroad Company ("Old Lessee") in the Lease to the Missouri Pacific Railroad Company ("New Lessee") as contemplated by the Supplement No. 1, of even date herewith, to the Lease of Railroad Equipment, dated

as of October 8, 1976 ("Lease"), between the Old Lessee and the Vendee, covering 26 diesel-electric locomotives, all pursuant to the terms of Supplement No. 1 to the Lease, of even date herewith ("Lease Supplement"). Vendee hereby confirms that its interest in such Supplement to the Lease is hereby assigned under the Lease Assignment dated as of October 8, 1976, and hereby assigns, transfers, and sets over all its rights, powers, privileges, and remedies in and to such Supplement to the Lease to the same extent and under the same terms as the original Lease was assigned under said Assignment, as if such Supplement to the Lease were originally named therein.

2. The Vendee will, subject to all the other terms, conditions and provisions of the Conditional Sale Agreement, pay increased interest to the Senior Investor on the Conditional Sale Indebtedness so that the total interest payable will be at the rate of 12.41% per annum. The increased interest, in excess of the amount specified in the Conditional Sale Agreement, shall begin to accrue, at the amount of \$7.70 per day on the basis of a

year of 360 days of twelve 30-day months with respect to each Unit of Equipment on the day when the Lease Supplement becomes effective with respect thereto. To give effect to the foregoing, the fourth paragraph of Article 4 of the Conditional Sale Agreement is hereby amended and restated effective upon the effectiveness of the Lease Supplement with respect to all Units of Equipment, to read as follows, in its entirety:

"The installments of the portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (said portion being herein called the "Conditional Sale Indebtedness") shall be payable in arrears on each January 1, April 1, July 1, and October 1, commencing July 1, 1980, to and including October 1, 1991 (or if any such date is not a business day the next succeeding business day), each such date being hereinafter called a "Payment Date." The Conditional Sale Indebtedness shall bear interest at the rate of 12.41% with respect to those amounts advanced by the Senior Investor pursuant to the Finance Agreement for each Unit of Equipment as to which Supplement No. 1 to the Lease becomes effective on the date of such effectiveness to July 1, 1980, and thereafter at the rate of 12.41% per annum. The Conditional Sale Indebtedness shall bear interest at the rate of 9% with respect to those amounts advanced by the Junior Investor pursuant to the Finance Agreement for each Unit of Equipment as to which Supplement No. 1 to the Lease becomes effective on the date of such effectiveness to July 1, 1980, and thereafter at the rate of 9% per annum. The

quarterly payment due on July 1, 1980 shall be as calculated by the Vendee to give effect to the effectiveness of Supplement No. 1 hereto as provided therein and thereafter shall be as specified in Schedules A-1 and B-1 to Supplement No. 1 hereto. Such installments shall completely amortize the Conditional Sale Indebtedness and any interest with respect to such Indebtedness."

3. The Certificates of Interest issued to the Senior Investor and the Junior Investor shall be amended to read as provided in Schedules A and B hereto. As promptly as practicable after the execution and delivery hereof, the Senior and Junior Investors will deliver their existing Certificates of Interest to the Agent which will then execute and deliver Substituted Certificates of Interest in the forms of Schedules A and B to them.

4. Subsection (d) of Article 20 of the Conditional Sale Agreement is amended and restated to read as follows:

"(d) to the Lessee; 210 North 13th Street, St. Louis, Missouri 63103."

5. Except as stated above, all terms and conditions of the Conditional Sale Agreement are to remain unchanged.

6. This Supplement may be executed and acknowledged in one or more counterparts all of which, taken together, shall constitute one instrument. By their execution and delivery hereof, the parties hereto instruct the Agent to execute and deliver this instrument and Supplement No. 1 to the Lease.

GENERAL MOTORS CORPORATION

By *W. R. McConnell*  
Title: *Treasurer*

[CORPORATE SEAL]

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

J. P. MORGAN INTERFUNDING CORP.

By *[Signature]*  
Title: *VP*

[CORPORATE SEAL]

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

GIRARD BANK, as Agent

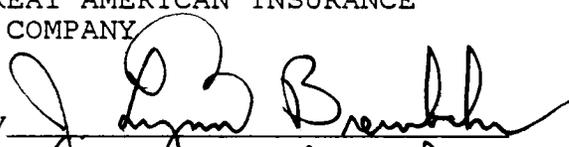
By   
Title: VICE PRESIDENT

[CORPORATE SEAL]

ATTEST:

 G. F. ARLETH  
Title: CORPORATE TRUST OFFICER

GREAT AMERICAN INSURANCE  
COMPANY

By   
Title: Assistant Vice Pres.

[CORPORATE SEAL]

ATTEST:

  
Title: Asst. Secretary

ERIE SAVINGS BANK

By Edward M. Zimmerman

Title: VICE PRESIDENT

[CORPORATE SEAL]

ATTEST:

Michael Kubala

Title: ASSISTANT SECRETARY

STATE OF )  
 : ss.:  
COUNTY OF )

On this            day of May, 1980, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is            of General Motors Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

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

On this <sup>August</sup> 3rd day of ~~May~~, 1980, before me personally appeared Dennis J. Brennan, to me personally known, who, being by me duly sworn, says that he is Vice President of J. P. Morgan Interfunding Corp., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

*Diane F. Ensana*  
Notary Public

DIANE F. ENSANA  
Notary Public, State of New York  
No. 24-6192600  
Qualified in Kings County  
Commission Expires Mar. 30, 1982

STATE OF PENNSYLVANIA )  
 : ss.:  
COUNTY OF PHILADELPHIA )

On this <sup>SEPTEMBER</sup> 4<sup>th</sup> day of ~~May~~, 1980, before me personally appeared H. E. IKELER, JR., to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of Girard Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

DIANNE A. BAXTER, NOTARY PUBLIC  
PHILADELPHIA, PHILADELPHIA COUNTY  
MY COMMISSION EXPIRES AUG. 31, 1981  
Member, Pennsylvania Association of Notaries

[NOTARIAL SEAL]

STATE OF OHIO )  
COUNTY OF HAMILTON : ss.:

On this <sup>August</sup> 27<sup>th</sup> day of ~~May~~, 1980, before me personally appeared J. Lynn Brewbaker, to me personally known, who, being by me duly sworn, says that he is <sup>Assistant</sup> VICE PRESIDENT of Great American Insurance Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

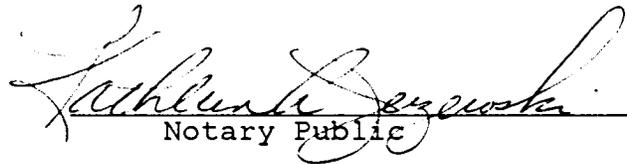
  
Notary Public

RICHARD SIEGEL  
Notary Public, State of Ohio  
My Commission has no Expiration date  
Section 147.03 R. C.

[NOTARIAL SEAL]

STATE OF NEW YORK            )  
  :  ss.:  
COUNTY OF ERIE                )

On this 14<sup>th</sup> day of November, 1980, before me personally appeared Edward M. Zimmerman, to me personally known, who, being by me duly sworn, says that he is Vice President of Erie Savings Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[NOTARIAL SEAL]

KATHLEEN A. JEPZEWSKI  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1981

SUBSTITUTED CERTIFICATE OF INTEREST

Principal \$5,467,202

Interest 12.41% per annum

GIRARD BANK (hereinafter called the "Agent") hereby acknowledges receipt from GREAT AMERICAN INSURANCE COMPANY (hereinafter called the "Senior Investor") of Five Million Four Hundred Sixty-Seven Thousand Two Hundred and Two Dollars (\$5,467,202.00), such sum having been paid by the Senior Investor under and pursuant to the terms and conditions of a Finance Agreement dated as of October 8, 1976 (hereinafter called the "Finance Agreement"), among the Agent and the Investors referred to in the Finance Agreement. By reason of such payment, the Senior Investor has an interest in a principal amount equal to such sum (i) in the Conditional Sale Agreement dated as of October 8, 1976 as supplemented by Supplement No. 1 thereto dated as of May 1, 1980 (hereinafter called the "Conditional Sale Agreement"), between J. P. MORGAN INTERFUNDING CORP. (said corporation hereinafter called the "Vendee"), and GENERAL MOTORS CORPORATION (hereinafter called the "Builder"), (ii) in the Agreement and Assignment of the Conditional Sale Agreement dated as of October 8, 1976 between the Builder and the Agent, (iii) in the right, security title and interest of the Agent in and to the railroad equipment covered by the Conditional Sale Agreement (hereinafter called the "Equipment"), (iv) in the Lease of Railroad Equipment dated as of October 8, 1976 between the Vendee and William M. Gibbons, trustee of the property of the Chicago, Rock Island and Pacific Railroad Company, as supplemented by Supplement No. 1 thereto dated as of May 1, 1980, between the Vendee and Missouri Pacific Railroad Company (hereinafter called the "Lease") with respect to the Equipment as assigned to the Agent by a Lease Assignment dated as of October 8, 1976, (v) in the Agreement of Guaranty dated as of October 8, 1976 as supplemented by Supplement No. 1 thereto dated as of May 1, 1980, among the Builder, the Agent and the Vendee and (vi) in and to certain cash and other property from time to time held by the Agent under the Finance Agreement, except to the extent that installments of such principal amounts shall have been paid.

Under the terms of the Conditional Sale Agreement, subject to the rights of prepayment contained therein in the event of a Casualty Occurrence (as defined therein) (i) such principal amount is payable, in 32 consecutive quarterly installments on January 1, April 1, July 1 and October 1 of each year, commencing April 1, 1977, to and including January 1, 1985, (ii) such principal amount bears interest on the unpaid portion thereof from time to time outstanding, commencing from the Closing Date (as defined in the Conditional Sale Agreement) at the rate of .0316556% per day through December 31, 1976, payable on January 1, 1977, and thereafter at the rate of 10.5% per annum, and payable quarterly (except for certain advance interest payable on the Closing Date), on January 1, April 1, July 1 and October 1 of each year, such payments commencing April 1, 1977 until the effective date of Supplement No. 1 to the Lease, and thereafter at 12.41% per annum with respect to each Unit of Equipment from the date such Supplement No. 1 becomes effective as to each Unit to July 1, 1980 and thereafter at the rate of 12.41% per annum on January 1, April 1, July 1 and October 1 of each year (said principal and interest payments are as set forth in the attached Schedule A-1), and (iii) all such principal and interest remaining unpaid after the same shall have become due and payable bears interest at the rate of 14.41% per annum or such lesser amount as may be legally enforceable. The Agent has or promptly will furnish to the Senior Investor a schedule of payments reflecting the dates and amounts of principal and interest payments to be made under this certificate of interest. All payments received by the Agent in accordance with the terms of the Finance Agreement, the Conditional Sale Agreement and the Lease shall be disbursed by the Agent in accordance with the terms and conditions of the Finance Agreement.

Dated: November 18, 1976\*

GIRARD BANK, as Agent under  
the Finance Agreement.

By: \_\_\_\_\_  
Authorized Officer

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\* This Certificate of Interest is issued on June \_\_\_\_\_, 1980, in respect of Supplement No. 1 to the Conditional Sale Agreement dated as of October 8, 1976, upon surrender of and in exchange for a Certificate of Interest dated November 18, 1976 in the principal amount of \$3,995,548 and a Certificate of Interest dated October 27, 1976 in the principal amount of \$1,471,654. The payment of interest payable hereunder on January 1, 1977 and thirteen (13) of thirty-two (32) consecutive quarterly payments of principal and interest payable hereunder have previously been paid to the holder of the Certificates of Interest so surrendered. The remaining outstanding principal amount evidenced by this Certificate immediately prior to the scheduled payment of July 1, 1980 is \$3,771,559.84 plus accrued interest from and including April 1, 1980.

IF CERTIFICATION AS TO BALANCE DUE HEREUNDER IS REQUIRED,  
INQUIRY SHOULD BE MADE OF THE AGENT

SCHEDULE A-1 TO SUPPLEMENT NO. 1  
TO CONDITIONAL SALE AGREEMENT

<u>DATE</u>	<u>CASH INTEREST EXPENSE</u>	<u>PRINCIPAL REPAYMENT</u>	<u>DEBT SERVICE</u>	<u>ENDING BALANCE</u>
July 1, 1980	112863.45	155640.95	268504.39	3615918.88
October 1, 1980	112183.88	153008.47	265192.35	3462910.41
January 1, 1981	107436.80	157755.55	265192.35	3305154.86
April 1, 1981	102542.43	162649.92	265192.35	3142504.94
July 1, 1981	97496.22	167696.13	265192.35	2974808.81
October 1, 1981	92293.44	172898.91	265192.35	2801909.90
January 1, 1982	86929.25	178263.09	265192.35	2623646.80
April 1, 1982	81398.64	183793.71	265192.35	2439853.10
July 1, 1982	75696.44	189495.91	265192.35	2250357.19
October 1, 1982	69817.33	195375.02	265192.35	2054982.17
January 1, 1983	63755.82	201436.53	265192.35	1853545.64
April 1, 1983	57506.25	207686.10	265192.35	1645859.55
July 1, 1983	51062.79	214129.56	265192.35	1431729.99
October 1, 1983	44419.42	220772.93	265192.35	1210957.06
January 1, 1984	37569.94	227622.41	265192.35	983334.66
April 1, 1984	30507.96	234684.39	265192.35	748650.27
July 1, 1984	23226.87	241965.48	265192.35	506684.79
October 1, 1984	15719.90	249472.45	265192.35	257212.34
January 1, 1985	7980.01	257212.34	265192.35	0.0

## CERTIFICATE OF INTEREST

SCHEDULE B TO SUPPLEMENT  
NO. 1 TO CONDITIONAL  
SALE AGREEMENTSUBSTITUTED CERTIFICATE  
OF INTEREST

Principal \$ 2,596,013.00 Interest 9% per annum

GIRARD BANK, (hereinafter called the "Agent") hereby acknowledges receipt from ERIE COUNTY SAVINGS BANK (hereinafter called the "Investor") of two million five hundred and ninety-six thousand and thirteen dollars (\$2,596,013.00) unpaid principal as of June 30, 1980, such sum having been paid by the Investor under and pursuant to the terms and conditions of a Finance Agreement dated as of October 8, 1976 (hereinafter called the "Finance Agreement"), among the Agent and the Investors referred to in the Finance Agreement and not heretofore having been recouped by collection of principal payments under the original Certificate of Interest in substitution for which this Certificate, has been issued. By reason of such payment, the Investor has an interest in a principal amount equal to such sum (i) in the Conditional Sale Agreement dated as of October 8, 1976 as supplemented by Supplement No. 1 thereto dated as of May 1, 1980 (hereinafter called the "Conditional Sale Agreement"), between J. P. MORGAN INTERFUNDING CORP. (said corporation hereinafter called the "Vendee"), and GENERAL MOTORS CORPORATION (hereinafter called the "Builder"), (ii) in the Agreement and assignment of the Conditional Sale Agreement dated as of October 8, 1976 between the Builder and the Agent, (iii) in the right, security title and interest of the Agent in and to the railroad equipment covered by the Conditional Sale Agreement (hereinafter called the "Equipment"), (iv) in the Lease of Railroad Equipment, dated as of October 8, 1976 as supplemented by Supplement No. 1 thereto dated as of May 1, 1980 (hereinafter called the "Lease") between the Vendee and Missouri Pacific Railroad Company (the "Lessee") with respect to the Equipment as assigned to the Agent by a Lease Assignment dated as of October 8, 1976, (v) in the Agreement of Guaranty dated as of October 8, 1976, as supplemented by Supplement No. 1 thereto dated as of May 1, 1980 among the Agent, the Builder and the Vendee and (vi) in and to certain cash and other property from time to time held by the Agent under the Finance Agreement, except to the extent that installments of such principal amounts shall have been paid.

Under the terms of the Conditional Sale Agreement, subject to the rights of prepayment contained therein in the event of a Casualty Occurrence (as defined therein (i) such principal amount is payable, in 46 consecutive quarterly installments on January 1, April 1, July 1 and October 1 of each year, commencing July 1, 1980, to and including October 1, 1991, (ii) such principal amount bears interest on the unpaid portion thereof from time to time outstanding at the rate of 9% per annum, and payable quarterly on January 1, April 1, July 1 and October 1 of each year, such payments commencing July 1, 1980 (said principal and interest payments are as set forth in the attached Schedule B-1) and (iii) all such principal and interest remaining unpaid after the same shall have become due and payable bears interest at the rate of 13% per annum or such lesser amount as may be legally enforceable. The Agent has or promptly will furnish to the Investor a schedule of payments reflecting the dates and amounts of principal and interest payments to be made under this certificate of interest. All payments received by the Agent in accordance with the terms of the Finance Agreement, the Conditional Sale Agreement and the Lease shall be disbursed by the Agent in accordance with the terms and conditions of the Finance Agreement.

Dated \_\_\_\_\_, 1980

Girard Bank, as Agent under the  
Finance Agreement,

by \_\_\_\_\_  
Authorized Officer

IF CERTIFICATION AS TO BALANCE DUE HEREUNDER IS  
REQUIRED INQUIRY SHOULD BE MADE OF THE AGENT.

SCHEDULE B-1 TO  
 SUPPLEMENT NO. 1  
 TO CONDITIONAL  
 SALE AGREEMENT

DATE	PAYMENTS			
	DEBT SERVICE	INTEREST PAYMENT	PRINCIPAL PAYMENT	PRINCIPAL OUTSTANDING
July 1, 1980	58410.29	58410.29	0.	2596013.00
October 1, 1980	58410.29	58410.29	0.	2596013.00
January 1, 1981	58410.29	58410.29	0.	2596013.00
April 1, 1981	58410.29	58410.29	0.	2596013.00
July 1, 1981	58410.29	58410.29	0.	2596013.00
October 1, 1981	58410.29	58410.29	0.	2596013.00
January 1, 1982	58410.29	58410.29	0.	2596013.00
April 1, 1982	58410.29	58410.29	0.	2596013.00
July 1, 1982	58410.29	58410.29	0.	2596013.00
October 1, 1982	58410.29	58410.29	0.	2596013.00
January 1, 1983	58410.29	58410.29	0.	2596013.00
April 1, 1983	58410.29	58410.29	0.	2596013.00
July 1, 1983	58410.29	58410.29	0.	2596013.00
October 1, 1983	58410.29	58410.29	0.	2596013.00
January 1, 1984	58410.29	58410.29	0.	2596013.00
April 1, 1984	58410.29	58410.29	0.	2596013.00
July 1, 1984	58410.29	58410.29	0.	2596013.00
October 1, 1984	58410.29	58410.29	0.	2596013.00
January 1, 1985	58410.29	58410.29	0.	2596013.00
April 1, 1985	129338.24	58410.29	70927.95	2525085.05
July 1, 1985	129338.24	56814.41	72523.83	2452561.22
October 1, 1985	129338.24	55182.63	74155.61	2378405.61
January 1, 1986	129338.24	53514.13	75824.11	2302581.50
April 1, 1986	129338.24	51808.08	77530.16	2225051.34
July 1, 1986	129338.24	50063.65	79274.59	2145776.75
October 1, 1986	129338.24	48279.97	81058.27	2064718.48
January 1, 1987	129338.24	46456.17	82882.07	1981836.41
April 1, 1987	129338.24	44591.32	84746.92	1897089.49
July 1, 1987	129338.24	42684.51	86653.73	1810435.76
October 1, 1987	129338.24	40734.80	88603.44	1721832.32
January 1, 1988	129338.24	38741.23	90597.01	1631235.31
April 1, 1988	129338.24	36702.80	92635.44	1538599.87
July 1, 1988	129338.24	34618.50	94719.74	1443880.13
October 1, 1988	129338.24	32487.31	96850.93	1347029.20
January 1, 1989	129338.24	30308.16	99030.08	1247999.12
April 1, 1989	129338.24	28079.98	101258.26	1146740.86
July 1, 1989	129338.24	25301.67	103536.57	1043204.29
October 1, 1989	129338.24	23472.09	105866.15	937338.14
January 1, 1990	129338.24	21090.11	108248.13	829090.01
April 1, 1990	129338.24	18654.52	110683.72	718406.29
July 1, 1990	129338.24	16164.15	113174.09	605232.20
October 1, 1990	129338.24	13617.72	115720.52	489511.68
January 1, 1991	129338.24	11014.01	118324.23	371187.45
April 1, 1991	129338.24	8351.72	120986.52	250200.93
July 1, 1991	129338.24	5629.52	123708.72	126492.21
October 1, 1991	129338.28	2846.07	126492.21	-0.00