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Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

DREXELL R. DAVIS
Secretary



FRANKFORT,
KENTUCKY SECRETARY OF STATE

RECEIVED

NOV 14 1980

\$35.00

Commonwealth of Kentucky

FOREIGN LIMITED PARTNERSHIP APPLICATION FOR CERTIFICATE OF AUTHORITY

191278

Pursuant to the provisions of Kentucky Revised Statutes Chapter 362, the _____
Winthrop Partners 80 _____,

a foreign limited partnership organized under the laws of the state of Massachusetts,
the home office address of which is 225 Franklin Street, Boston,
Massachusetts 02110 _____,

hereby applies for a Certificate of Authority to transact business in the Commonwealth
of Kentucky and submits the following therefor:

(1) A certified copy of its articles of partnership and all existing amendments
thereto; and

(2) (a) Designates as its process agent C T Corporation System
whose address is Kentucky Home Life Building, Louisville, Kentucky 40202

(b) Designates the same address for its registered office.

Dated November 13, 1980 _____.

ORIGINAL COPY FILED
SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

One Winthrop Properties, Inc.

Signed _____

By: _____

GENERAL PARTNER

INSTRUCTIONS

1. \$35.00 filing fee must accompany the application. Make check payable to Kentucky State Treasurer.
2. Mail filing fee and application with articles of partnership to Secretary of State, Capitol Building, Frankfort, Kentucky 40601.
3. Articles of partnership must be certified by office where articles are filed for record.

NOV 14 1980

SECRETARY OF STATE

HALE AND DORR
COUNSELLORS AT LAW
60 STATE STREET
BOSTON, MASSACHUSETTS 02109

TELEX
94-0472
TELECOMEX
DOMESTIC (617) 367-6133 (617) 742-9038
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(617) 742-9100
CABLE ADDRESS
HAFIS BSN

November 13, 1980

SECRETARY OF STATE
Commonwealth of Kentucky
Frankfort, KY 40601

Re: Winthrop Partners 80

Gentlemen:

I have enclosed herewith for filing with you a Foreign Limited Partnership Application for Certificate of Authority with respect to Winthrop Partners 80 together with certified copies of the Amended and Restated Certificate of Limited Partnership and the Sixth Amendment to Certificate of Limited Partnership of Winthrop Partners 80.

I have not included in this filing the original Certificate of Limited Partnership of Winthrop Partners 80 or any of the other amendments thereto since all of such documents have been superseded by the enclosed Amended and Restated Certificate of Limited Partnership and Sixth Amendment to Certificate of Limited Partnership.

If you have any questions about this matter, please feel free to call me.

Yours sincerely,



Richard W. Petree, Jr.

RWP:jkk

Enclosures

RECORDED

JUN 5 1980

WINTHROP PARTNERS 80

First Amendment to Certificate of Limited Partnership

The Agreement and Certificate of Limited Partnership dated as of February 5, 1980 and filed in the office of the Secretary of the Commonwealth of Massachusetts on February 5, 1980 pursuant to which Winthrop Partners 80 (the "Partnership") was organized as a Massachusetts limited partnership, is hereby amended and restated in its entirety as follows, incorporating herein the provisions of the Amended and Restated Agreement of Limited Partnership of the Partnership attached hereto (the "Agreement"):

1. The name of the Partnership is Winthrop Partners 80.
2. The character of the business of the Partnership is described in Section 2.3 of the Agreement.
3. The location of the principal place of business of the Partnership is set forth in Section 2.2 of the Agreement.
4. The name and place of residence of each member of the Partnership, General and Limited Partners therein respectively designated, are set forth in Section 3.1 of the Agreement and Schedule A thereto.
5. The term for which the Partnership is to exist is set forth in Section 2.4 of the Agreement.

6. The amount of cash contributed and agreed to be contributed by the Limited Partners is set forth in Section 3.3 of the Agreement and Schedule A thereto.

7. The Limited Partners have no obligation under the Agreement to make any further capital contribution to the Partnership after their initial capital contributions have been paid.

8. The agreed times when the contributions of the Limited Partners are to be returned are set forth in Articles IV and VIII of the Agreement.

9. The share of the profits or the other compensation by way of income which each Limited Partner shall receive by reason of his contribution is described in Articles IV and VIII of the Agreement.

10. The right of each Limited Partner to substitute an assignee as contributor in his place, and the terms and conditions of the substitution, are described in Article VII of the Agreement.

11. The right of the partners to admit additional Limited Partners is set forth in Sections 3.3 and 7.2(D) of the Agreement.

12. No right is given in the Agreement whereby one or more Limited Partners has priority over other Limited Partners as to contributions or as to compensation by way of income.

13. The right of any remaining General Partner or Partners to continue the business of the Partnership upon the retirement, death, insanity, resignation or bankruptcy of a General Partner is set forth in Article VI and Section 8.1 of the Agreement.

14. Except to the extent provided in Section 8.2 of the Agreement, no Limited Partner has the right to demand and receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the parties hereto have executed and sworn to this First Amendment of Certificate of Limited Partnership as of the 5th day of June, 1980.

GENERAL PARTNERS:

ONE WINTHROP PROPERTIES, INC.

By: *[Signature]*

Exec. Vice Pres.

LINNAEUS-HAMPSHIRE REALTY COMPANY

By: *[Signature]*

General Partner

LIMITED PARTNER:

WFC REALTY CO., INC.

By: *[Signature]*

Asst. Treas.

WINTHROP PARTNERS 80

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

Amended and Restated Agreement of Limited Partnership dated as of June 5, 1980 among One Winthrop Properties, Inc., and Linnaeus-Hampshire Realty Company, as General Partners, WFC Realty Co., Inc., as the Initial Limited Partner, and those persons who shall hereafter be admitted to the Partnership as Additional Limited Partners.

In consideration of the mutual promises made herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE ONE

DEFINED TERMS

The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Article One. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

"Accountants" means Arthur Andersen & Co. or such other nationally recognized firm of independent public accountants as shall be engaged by the Managing General Partner for the Partnership.

"Acquisition Fees" means the total of all fees and commission paid by any Person to any Person, including the General Partners and their Affiliates, in connection with the purchase or development of any Property by the Partnership, whether designated as a real estate commission, acquisition fee, selection fee, development fee, nonrecurring management fee or any fee of a similar nature however designated and however treated for tax or accounting purposes.

"Additional Limited Partners" means those Persons admitted to the Partnership pursuant to Section 3.3 hereof.

"Adjusted Capital Contribution" means, for each quarter, the Limited Partners' Capital Contribution reduced by all distributions of Sale or Refinancing Proceeds made to the Limited Partners up to and during such quarter (except that any distributions of Sale or Refinancing Proceeds pursuant to Section 4.2(1) hereof shall not reduce the Limited Partners' Capital Contribution).

"Affiliate" means, when used with reference to a specified Person, (i) any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person, (ii) any Person that is an officer of, partner in or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, partner or trustee, or with respect to which the specified Person serves in a similar capacity, and (iii) any Person that, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of the specified Person or of which the specified Person is directly or indirectly the owner of 10% or more of any class of equity securities. Affiliate of the Partnership or a General Partner does not include a Person who is a partner in a partnership or joint venture with the Partnership or any other Affiliate of the Partnership if such Person is not otherwise an Affiliate of the Partnership or a General Partner.

"Agreement" means this Amended and Restated Agreement of Limited Partnership, as originally executed and as amended from time to time, as the context requires. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

"Associate General Partner" means Linnaeus-Hampshire Realty Company, a Massachusetts general partnership, in its capacity as General Partner, so long as it shall be a General Partner and thereafter shall mean any Person admitted to the Partnership as a successor General Partner to Linnaeus-Hampshire Realty Company or any successor to the Interest of Linnaeus-Hampshire Realty Company.

"Capital Contribution" means the total amount of money contributed to the Partnership (prior to the deduction of any selling commissions or expenses) by all the Partners or any class of Partners or any one Partner, as the case may be (or the predecessor holders of the Interests of such Partners or Partner), reduced, in the case of the Limited Partners, by the amount of any funds returned to them pursuant to Section 3.4D.

"Cash Available for Distribution" means, with respect to any period, Cash Flow less any amounts set aside from Cash Flow for the restoration or creation of Reserves.

"Cash Flow" means, with respect to any period, cash receipts from operations (including any interest from temporary investments of the Partnership and any amounts withdrawn from Reserves) without deduction for depreciation, but after deducting cash receipts used to pay Operating Expenses, Debt Service and capital expenditures.

"Code" means the Internal Revenue Code of 1954, as amended, or any corresponding provision or provisions of succeeding law.

"Consent" means either the consent given by vote at a meeting called and held in accordance with the provisions of Section 10.1 hereof or the prior written consent, as the case may be, of a Person to do the act or thing for which the consent is solicited, or the act of granting such consent, as the context may require.

"Custodial Account" means an account established pursuant to the Uniform Gift to Minors Act.

"Debt Service" means all payments required to be made in connection with any loan to the Partnership or any loan secured by a lien on any of the Properties.

"Escrow Agent" means the United States Trust Company, Boston, Massachusetts.

"General Partners" means One Winthrop Properties, Inc., and Linnaeus-Hampshire Realty Company or any Person or Persons who, at the time of reference thereto, has been admitted as a successor to the Interest of either of them or as an additional General Partner, in each such Person's capacity as a General Partner.

"Interest" means the entire ownership interest of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which a Partner may be entitled as provided in this Agreement, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement. Reference to a majority, or speci-

fied percentage, in interest of the Limited Partners means Limited Partners whose combined Capital Contribution represents over 50%, or such specified percentage, respectively, of the Capital Contribution of all Limited Partners. The ownership interests of the Limited Partners in the Partnership are sometimes referred to herein as "Units."

"Investment Date" means the later of (a) the date of the final closing of the admission of Additional Limited Partners into the Partnership following the termination of the sale of Units described in Section 3.3 or (b) the date on which at least 80% of the Net Proceeds are invested in real properties. For purposes of clause (b) of the previous sentence, amounts expended as Acquisition Fees and acquisition expenses shall be considered to be invested in real properties.

"IRA" means an Individual Retirement Account established pursuant to Section 408 of the Code.

"Limited Partner" means any Person who is a Limited Partner, whether the Initial Limited Partner, an Additional Limited Partner or a Substituted Limited Partner at the time of reference thereto, in such Person's capacity as a Limited Partner of the Partnership.

"Managing General Partner" means One Winthrop Properties, Inc., in its capacity as a General Partner, so long as it shall be a General Partner, and thereafter shall mean such person as shall be admitted to the Partnership as a successor General Partner, in its capacity as such, to One Winthrop Properties, Inc. or any successor to the Interest of One Winthrop Properties, Inc., or a General Partner who becomes Managing General Partner pursuant to Section 8.1A upon the removal of the former Managing General Partner.

"Notification" means a writing, containing the information required by this Agreement to be communicated to any Person, personally delivered to such Person or sent by registered, certified or regular mail, postage prepaid, to such Person at the last known address of such Person. The date of personal delivery or the date of mailing thereof, as the case may be, shall be deemed the date of receipt of Notification.

"Operating Expenses" means, with respect to any period, except to the extent paid with cash withdrawn from Reserves therefor, the amount of cash disbursed in such period in the ordinary course of the Partnership's business, including, without limitation all cash expenses, such as advertising and promotional, management, salary, utility, insurance, brokerage,

repair and maintenance, real estate tax, accounting, bookkeeping, legal, travel and telephone costs and expenses.

"Partner" means any General Partner or Limited Partner.

"Partnership" means the limited partnership formed pursuant to this Agreement by the parties hereto, as said limited partnership may from time to time be constituted.

"Person" means any individual, partnership, corporation, trust or other entity.

"Profits for Tax Purposes" and "Losses for Tax Purposes" means, at all times during the existence of the Partnership, the income or loss of the Partnership for Federal income tax purposes determined as of the close of the Partnership's year, including, without limitation, each item of Partnership income, gain, loss, deduction or credit.

"Properties" means the specific properties described in the Prospectus, or properties not so described but which are purchased out of Capital Contributions or Sale or Refinancing Proceeds, and all improvements thereon and all repairs, replacements or renewals thereof, together with all personal property acquired by the Partnership which is from time to time located thereon or specifically used in connection therewith. "Properties" shall include any Property owned by a partnership or joint venture in which the Partnership is a partner.

"Prospectus" means the prospectus contained in the registration statement filed with the Securities and Exchange Commission for the registration of Units under the Securities Act of 1933, in the final form in which said prospectus is filed with said Commission and as thereafter supplemented pursuant to Rule 424 under said Act.

"Purchase Price" means the price paid for a Property or the sum of the prices paid for all of the Properties, as the context may require, plus all costs of improvements, if any, reasonably and properly allocable to the Property or Properties but excluding any "points" or prepaid interest payable on obligations relating thereto.

"Reserves" means amounts allocated to reserves maintained for working capital, taxes, insurance, Debt Service, repairs, replacements, renewals, capital improvements or other

costs and expenses incident to the ownership or operation of the Properties.

"Sale or Refinancing" means any Partnership transaction, other than the receipt of Capital Contributions, not in the ordinary course of its business, including, without limitation, sales, exchanges or other dispositions of real or personal property, condemnations, recoveries of damage awards and insurance proceeds (other than business or rental interruption insurance proceeds), or any borrowings or refinancings.

"Sale or Refinancing Proceeds" means all cash receipts arising from a Sale or Refinancing less the following:

(i) the amount of cash paid or to be paid in connection with or as an expense of such Sale or Refinancing, and, with regard to damage recoveries or insurance or condemnation proceeds, cash paid or to be paid for repairs, replacements or renewals resulting from damage to or partial condemnation of the affected Property;

(ii) the amount necessary for the payment of all debts and obligations of the Partnership arising from or otherwise related to the particular Sale or Refinancing; and

(iii) any amount set aside by the Managing General Partner for Reserves.

"Substituted Limited Partner" means any Person admitted to the Partnership as a Limited Partner pursuant to the provisions of Section 7.2.

"Unit" means an Interest of a Limited Partner representing a \$500 Capital Contribution (prior to any return of capital pursuant to Section 3.4D).

ARTICLE TWO

CONTINUATION, NAME, PLACE OF BUSINESS, PURPOSE AND TERM

Section 2.1 Continuation of Partnership

Pursuant to the provisions of the Uniform Limited Partnership Act of the Commonwealth of Massachusetts, the parties hereto hereby continue on the terms and conditions set forth

herein the limited partnership formed pursuant to an Agreement and Certificate of Limited Partnership dated as of February 5, 1980.

Section 2.2 Name, Place of Business

The Partnership shall be conducted under the name and style of Winthrop Partners 80. The place of business and principal office of the Partnership, unless changed by the Managing General Partner, shall be 225 Franklin Street, Boston, Massachusetts 02110. Notification of any such change in the Partnership's place of business and principal office shall be given to the Limited Partners.

Section 2.3 Purpose

The purpose and character of the business of the Partnership is to acquire, hold, maintain, operate, sell, lease, dispose of and otherwise invest in and deal with commercial and industrial real properties which (i) preserve and protect the Partnership's capital, (ii) provide for quarterly or monthly cash distributions from operations which will increase over time as a result of leasing arrangements, (iii) generate sufficient depreciation deductions that a limited portion of the Partnership's cash distributions during the early years of its operations will not constitute taxable income and (iv) provide capital appreciation, and to engage in any other activities related or incidental thereto.

Section 2.4 Term

The Partnership commenced upon the filing with the Secretary of State of the Commonwealth of Massachusetts on February 5, 1980, of an Agreement and Certificate of Limited Partnership pursuant to the Uniform Limited Partnership Act of the Commonwealth of Massachusetts and shall continue in full force and effect until December 31, 2008 or until dissolution prior thereto pursuant to the provisions hereof.

ARTICLE THREE

PARTNERS AND CAPITAL

Section 3.1 General Partners

A. The names, addresses and Capital Contributions of the General Partners of the Partnership are as set forth in Schedule A hereto. The General Partners, as such, shall not make any additional Capital Contributions to the Partnership except as provided in Section 3.1B.

B. In the event that, immediately prior to the dissolution of the Partnership referred to in Section 8.1, the General Partners have a deficiency in their capital accounts, and if the assets available for distribution upon the liquidation of the Partnership are insufficient to allow distributions to the Limited Partners of amounts equal to the balances then in the Limited Partners' capital accounts, the General Partners shall contribute in cash to the capital of the Partnership, in the proportions that the deficiencies in their respective capital accounts bear to each other, an amount equal to the least of (i) the deficiency in their capital accounts, (ii) 1.01% of the Limited Partners' Capital Contribution, or (iii) the deficit in a hypothetical capital account of the General Partners assuming the General Partners had only an aggregate of 1% of each material item of Partnership income, gain, loss, deduction or credit at all times during the existence of the Partnership. The amounts of the capital accounts of the Partners shall be determined in accordance with Section 4.5.

Section 3.2 Initial Limited Partner

The name, address and Capital Contribution of the Initial Limited Partner are as set forth in Schedule A hereto.

Section 3.3 Additional Limited Partners

A. The Managing General Partner is authorized to admit to the Partnership Additional Limited Partners if, after the admission of such Additional Limited Partners, the Capital Contribution of all Limited Partners is not less than \$1,505,000 and not more than such maximum amount (not to exceed \$25,005,000) as the Managing General Partner shall determine; provided, however, that no Additional Limited Partner shall be admitted to the Partnership after June 16, 1981.

B. The Capital Contribution of each Additional Limited Partner shall be not less than \$5,000 (\$1,500 for an IRA and \$3,000 for a Custodial Account) and may be such greater integral multiple of \$500 as such Additional Limited Partner and the Managing General Partner shall agree upon. Such Capital Contribution shall be made in cash.

C. Each Additional Limited Partner shall, as a condition of being admitted to the Partnership, satisfy the conditions

of Section 11.2A. The names and addresses of the Additional Limited Partners and their Capital Contributions (which may be expressed as the number of Units held) shall be set forth in Schedule A hereto.

D. All subscriptions for Units shall be received by the Partnership in trust and deposited in an escrow account with the Escrow Agent. Subscriptions for Units shall be accepted or rejected by the Managing General Partner within 30 days after their receipt by the Partnership. Upon receipt of subscriptions acceptable to the Managing General Partner for at least \$1,500,000 of Units, the Escrow Agent shall release such subscriptions to the Partnership, and the subscribers for such Units shall be admitted to the Partnership as Additional Limited Partners within 15 days after the date of such release. Thereafter, subscribers whose subscriptions are acceptable shall be admitted to the Partnership as Additional Limited Partners on or before the last day of the calendar month during which such subscriptions were accepted. All moneys deposited by subscribers whose subscriptions are rejected by the Managing General Partner will be returned to such subscribers without any interest thereon forthwith after such rejection. If the Escrow Agent does not receive subscriptions for at least \$1,500,000 of Units on or before December 9, 1980, which date may be extended by agreement of the Managing General Partner and Winthrop Securities Co., Inc. to not later than June 9, 1981, it shall promptly return all moneys deposited by subscribers for Units together with any interest earned on such moneys.

Section 3.4 Partnership Capital

A. No Partner shall be paid interest on any Capital Contribution.

B. No Partner shall have the right to withdraw, or receive any return of, his Capital Contribution, except as specifically provided herein.

C. Under circumstances requiring a return of any Capital Contribution, no Partner shall have the right to receive property other than cash.

D. In the event that any portion of the Limited Partners' Capital Contribution is not invested or committed for investment in real properties within 24 months from the date of the Prospectus, such portion of said Capital Contribution, other

than any amounts used to pay organizational and offering expenses, including selling commissions, Operating Expenses, Debt Service or capital expenditures or set aside for Reserves, shall be distributed to the Limited Partners by the Partnership as a return of capital. Any funds (i) with respect to the investment of which the Partnership has executed a written agreement in principle, commitment letter, letter of intent or understanding, option agreement or other similar understanding or contract or (ii) which the Partnership has set aside as a Reserve for contingent payments as of 24 months after the date of the Prospectus will be deemed committed to investment on that date and will not subsequently be returned to the Limited Partners even if the investment of such funds is not consummated or the contingent payments are not made.

Section 3.5 Liability of Partners

The liability of each Limited Partner for the losses, debts, liabilities and obligations of the Partnership shall, so long as the Limited Partner complies with the provisions of Section 5.1C, be limited to his Capital Contribution and his share of any undistributed profits of the Partnership; provided, however, that under applicable law a Limited Partner may be liable to the Partnership to the extent of previous distributions made to him, with interest, if the Partnership does not have sufficient assets to discharge its liabilities. No Limited Partner shall be required to lend any funds to the Partnership or, after his Capital Contribution has been paid, to make any further capital contribution to the Partnership. No General Partner shall have any personal liability for the repayment of the Capital Contribution of any Limited Partner. It is the intent of the Partners that no distribution (or any part of any distribution) made to any Limited Partner pursuant to Section 4.1 of this Agreement shall be deemed a return or withdrawal of capital, even if such distribution represents, in full or in part, a distribution of depreciation or any other non-cash item accounted for as a loss or deduction from or offset to the Partnership's income, and that no Limited Partner shall be obligated to pay any such amount to or for the account of the Partnership or any creditor of the Partnership. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Limited Partner is obligated to make any such payment, such obligation shall be the obligation of such Limited Partner and not of the General Partners.

ARTICLE FOUR

DISTRIBUTIONS OF CASH; ALLOCATIONS OF PROFITS AND LOSSES

Section 4.1 Distributions of Cash Available for Distribution

A. All Cash Available for Distribution at the end of any quarter prior to the quarter in which the Investment Date occurs shall be distributed, within 60 days after the close of such quarter, 99% to the Limited Partners and 1% to the General Partners.

B. Beginning with the quarter in which the Investment Date occurs, all Cash Available for Distribution at the end of any quarter shall be distributed, within 60 days after the close of such quarter, in the following amounts and order of priority:

(i) First, to the Limited Partners in an amount equal to 2% of the average of their Adjusted Capital Contribution for such quarter (the "Limited Partners' Priority Cash Distribution"). The Limited Partners' Priority Cash Distribution shall be cumulative so that if the full Limited Partners' Priority Cash Distribution for any quarter shall not have been distributed to the Limited Partners, the deficiency shall be fully distributed to them pursuant to this Section 4.1B(i) prior to any other distribution of Cash Available for Distribution.

(ii) Second, to the General Partners until (a) all distributions to the General Partners pursuant to this Section 4.1B(ii), including amounts distributed with respect to prior quarters, and (b) all amounts previously distributed to the Limited Partners pursuant to Section 4.1B(i) are in a ratio of 8% for the General Partners to 92% for the Limited Partners.

(iii) Third, the balance, 92% to the Limited Partners and 8% to the General Partners.

C. Any Limited Partner may elect to receive his share of Cash Available for Distribution for any quarterly period in three equal monthly installments as follows: (i) the first installment shall be distributed to any Limited Partner making such an election at the same time that non-electing Limited Partners receive their distribution of Cash Available for Distri-

bution for such quarter; (ii) the second installment shall be distributed 30 days after the date of the distribution referred to in clause (i); and (iii) the third installment shall be distributed 60 days after the date of the distribution referred to in clause (i). Any Limited Partner electing such monthly installments must give Notification thereof to the Managing General Partner on the form prescribed therefor by the Managing General Partner at least 60 days prior to the end of the first quarter with respect to which he desires to receive such installments. No interest shall be paid to any Limited Partner on the portion of any Cash Available for Distribution which he elects to receive in installments as set forth herein.

Section 4.2 Distributions of Sale or Refinancing Proceeds

All Sale or Refinancing Proceeds, to the extent not used to acquire Properties as permitted by Section 5.4A(xiii), shall be distributed in the following amounts and order of priority:

(i) First, to the Limited Partners in an amount equal to any deficiency then existing in the distribution of the full Limited Partners' Priority Cash Distribution pursuant to Section 4.1B(i).

(ii) Second, to the Limited Partners in the amount of their Adjusted Capital Contribution.

(iii) Third, to the General Partners until (a) the sum of all Cash Available for Distribution previously distributed to the General Partners with respect to quarters to which Section 4.1B applies and all Sale or Refinancing Proceeds distributed to the General Partners pursuant to this Section 4.2(iii) and (b) the sum of all Cash Available for Distribution previously distributed to the Limited Partners with respect to quarters to which Section 4.1B applies and all Sale or Refinancing Proceeds previously distributed to the Limited Partners pursuant to Section 4.2(i) are in a ratio of 8% for the General Partners to 92% for the Limited Partners.

(iv) Fourth, to the General Partners in an amount equal to (a) their Capital Contribution minus (b) any amounts previously distributed to them pursuant to this Section 4.2(iv).

(v) The balance, 90% to the Limited Partners and 10% to the General Partners.

Section 4.3 Profits or Losses for Tax Purposes

A. The Profits or Losses for Tax Purposes of the Partnership shall be determined and allocated with respect to each year of the Partnership within 75 days after the end of such year.

B. All Profits or Losses for Tax Purposes prior to the first date on which Additional Limited Partners are admitted to the Partnership pursuant to Section 3.3D shall be allocated among the General Partners and the Initial Limited Partner in proportion to their Capital Contributions. Such Profits or Losses for Tax Purposes shall be determined on the basis of an interim closing of the Partnership's books on such date.

C. Except as set forth in Section 4.3B, all Profits or Losses for Tax Purposes not arising from a Sale or Refinancing prior to the Investment Date shall be allocated 1% to the General Partners and 99% to the Limited Partners. All Profits or Losses for Tax Purposes not arising from a Sale or Refinancing from and after the Investment Date shall be allocated 8% to the General Partners and 92% to the Limited Partners.

D. Except as provided in Section 4.3B, Profits for Tax Purposes arising from a Sale or Refinancing shall be allocated between the General Partners and the Limited Partners in proportion to the amounts of Sale or Refinancing Proceeds to which they are entitled in connection with such Sale or Refinancing pursuant to Section 4.2; provided that the General Partners shall be allocated at least 1% of the Profits for Tax Purposes arising from any Sale or Refinancing. Losses for Tax Purposes arising from a sale of a Property, and Profits for Tax Purposes arising from a Sale or Refinancing if there are no Sale or Refinancing Proceeds therefrom, shall be allocated 1% to the General Partners and 99% to the Limited Partners.

E. If the Investment Date occurs on a date other than the last day of a year, the Profits or Losses for Tax Purposes not arising from a Sale or Refinancing of the Partnership for the year in which the Investment Date occurs shall be allocated 1% to the General Partners and 99% to the Limited Partners with respect to all quarters prior to the quarter in which the Investment Date occurs, and 8% to the General Partners and 92% to the Limited Partners with respect to the quarter in which the Investment Date occurs and all subsequent quarters. Such allocation shall be made on the basis of an interim closing of the Partnership's

books on the last day of the quarter prior to the quarter in which the Investment Date occurs.

Section 4.4 Determinations of Allocations and Distributions Among Partners

A. Except as provided in Sections 4.4F and 4.4G, all Profits or Losses for Tax Purposes allocable to the Limited Partners and all Cash Available for Distribution and Sale or Refinancing Proceeds distributable to the Limited Partners shall be allocated or distributed, as the case may be, to each Limited Partner entitled to such distribution or allocation in the ratio which the Units owned by such Limited Partner bears to the total Units owned by all Limited Partners entitled to such distribution or allocation.

B. Except as provided in Section 4.4C, all Profits or Losses for Tax Purposes not arising from a Sale or Refinancing allocable to the Limited Partners shall be allocated, and all Cash Available for Distribution distributable to the Limited Partners shall be distributed, as the case may be, to the Persons recognized by the Partnership as the holders of Units as of the last day of the period for which such allocation or distribution is to be made.

C. All Profits or Losses for Tax Purposes for a year not arising from a Sale or Refinancing allocable to any Unit which has been transferred during such year shall be allocated between the transferor and the transferee based upon the number of quarterly periods on the last day of which each was recognized (in accordance with Section 7.2E) as the holder of the Unit for purposes of this Section, without regard to the results of Partnership operations during particular quarterly periods of such year and without regard to whether cash distributions were made to the transferor or transferee.

D. All Profits or Losses for Tax Purposes arising from a Sale or Refinancing allocable to the Limited Partners shall be allocated, and all Sale or Refinancing Proceeds arising from such Sale or Refinancing distributable to the Limited Partners shall be distributed, as the case may be, to the Persons recognized as the holders of Units as of the date of such Sale or Refinancing. For purposes of this Section 4.4D, an assignee of a Unit shall be recognized as the holder of such Unit as of the date of the instrument of assignment provided for in Section 7.2B.

E. The General Partners' share of Cash Available for Distribution and Sale or Refinancing Proceeds and Profits or

Losses for Tax Purposes allocable to the General Partners (whether or not arising from a Sale or Refinancing) shall be distributed or allocated, as the case may be, 37.5% to the Managing General Partner and 62.5% to the Associate General Partner; provided, however, that Sale or Refinancing Proceeds distributed to the General Partners pursuant to Section 4.2(iv) shall be distributed 50% to the Managing General Partner and 50% to the Associate General Partner.

F. All Cash Available for Distribution distributable to the Limited Partners for any quarter prior to the first quarter commencing after the termination and final closing of the sale of Units contemplated by Section 3.3 shall be distributed to those Persons who are Limited Partners as of the last day of such quarter in the ratio in which (i) the number of Units held by each Limited Partner multiplied by the number of days during such quarter that such Limited Partner was recognized as the owner of such Units bears to (ii) the total of the number of Units outstanding on each day during such quarter.

G. Profits or Losses for Tax Purposes not arising from a Sale or Refinancing allocable to the Limited Partners for any year prior to the first year which commences after the termination and final closing of the sale of Units contemplated by Section 3.3 shall be allocated among the Persons who were Limited Partners during such year in the ratio which (i) the number of Units held by each Limited Partner multiplied by the number of days during such year that such Limited Partner was recognized as the owner of such Units bears to (ii) the total of the number of Units outstanding on each day during such year; provided, however, that if the Investment Date occurs in any such year, such year shall be divided into two segments consisting of (a) all quarters prior to the quarter in which the Investment Date occurs and (b) the quarter in which the Investment Date occurs and all subsequent quarters, and the allocation of Profits or Losses for Tax Purposes not arising from a Sale or Refinancing among the Limited Partners provided for in this Section 4.4G shall be performed separately for each such segment based on the interim closing of the Partnership's books described in Section 4.3E.

Section 4.5 Capital Accounts

A separate capital account shall be maintained for each Partner. There shall be credited to each Partner's capital account the amount of his Capital Contribution (less any related selling commissions or expenses) and such Partner's share of the Profits for Tax Purposes of the Partnership, and there shall be charged against each Partner's capital account the amount of all

Cash Available for Distribution and Sale or Refinancing Proceeds distributed to such Partner and such Partner's share of the Losses for Tax Purposes of the Partnership.

Section 4.6 Interest of Creditor

A creditor who makes a nonrecourse loan to the Partnership will not have or acquire at any time, as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Partnership, other than as a secured creditor.

ARTICLE FIVE

RIGHTS, POWERS AND DUTIES OF GENERAL PARTNERS

Section 5.1 Management and Control of the Partnership

A. Subject to the Consent of the Limited Partners when required by this Agreement, the General Partners shall have the exclusive right to manage the business of the Partnership and are hereby authorized to take any action of any kind and to do anything and everything they deem necessary in connection with the business of the Partnership.

B. Except as expressly provided herein, the authority of the General Partners to manage the business of the Partnership shall be exercised only by the Managing General Partner, and no General Partner other than the Managing General Partner shall have any control over Partnership business.

C. No Limited Partner (except one who may also be a General Partner, and then only in its capacity as General Partner within the scope of its authority hereunder) shall participate in or have any control over Partnership business or shall have any authority or right to act for or bind the Partnership.

D. All of the Partnership's expenses shall be billed directly to and paid by the Partnership. The expenses to be paid by the Partnership include without limitation: (i) the costs of personnel employed by the Partnership and involved in the business of the Partnership, other than persons who are employees of the Managing General Partner, (ii) the costs of borrowed money, taxes and assessments on the Properties and other taxes applicable to the Partnership, (iii) legal, audit, accounting and appraisal fees, (iv) printing, engraving and other expenses and

taxes incurred in connection with the issuance, distribution, transfer, registration and recording of documents evidencing ownership of an Interest in the Partnership or in connection with the business of the Partnership, (v) fees and expenses paid to independent contractors, mortgage bankers, brokers and servicers, leasing agents, consultants, on-site managers, real estate brokers, insurance brokers and other agents, (vi) expenses in connection with the acquisition, sale or other disposition, replacement, alteration, repair, remodeling, refurbishment, leasing, financing, refinancing and operation of the Properties, (vii) the cost of insurance in connection with the business of the Partnership, (viii) expenses of organizing, revising, amending, converting, modifying or terminating the Partnership, (ix) the cost of preparation and dissemination of reports to Limited Partners, including the reports described in Section 9.4, (x) the costs incurred in connection with any litigation or regulatory proceeding in which the Partnership is involved, (xi) the cost of any computer equipment or services used for or by the Partnership and (xii) the cost of any accounting, statistical or bookkeeping equipment necessary for the maintenance of the books and records of the Partnership.

E. Reimbursements to the General Partners or any of their Affiliates shall not be allowed, except for reimbursement of (i) organizational, offering and selling expenses and (ii) the actual cost to the General Partners or such Affiliates of goods and materials used for or by the Partnership. Organizational, offering and selling expenses means those expenses incurred in connection with or related to the formation and qualification of the Partnership, the registration and qualification of the Units under applicable federal and state laws and the marketing, distribution, sale and processing of the Units, including without limitation: (a) the cost of preparing, printing, filing and delivering a registration statement with respect to the Units, the Prospectus (including any amendments thereof or supplements thereto), a "Blue Sky Survey" and all underwriting and sales agreements, including the cost of all copies thereof supplied to Winthrop Securities Co., Inc. and to soliciting dealers, (b) the cost of preparing and printing this Agreement, other solicitation material and related documents and the cost of filing and/or recording such certificates or other documents as are necessary to comply with the laws of the Commonwealth of Massachusetts for the formation of a limited partnership and thereafter for the continued good standing of a limited partnership, (c) the cost of any escrow arrangements, including any compensation to the Escrow Agent, (d) the filing fees payable to the Securities and Exchange

Commission and to the National Association of Securities Dealers, Inc., and (e) the fees of the Partnership's counsel and accountants. Expenses incurred by the General Partners or their Affiliates in connection with the administration of the Partnership, including, but not limited to, salaries, rent and such other items generally constituting General Partners' overhead, shall not be charged to the Partnership.

Section 5.2 Authority of the Managing General Partner

A. Subject to Sections 5.3 and 5.4, the Managing General Partner for, and in the name and on behalf of, the Partnership is hereby authorized, without limitation:

(i) to acquire by purchase, lease, exchange or otherwise any real or personal property;

(ii) to invest in partnerships or joint ventures which own or which are organized to acquire a particular Property if (a) the Partnership, together with any Affiliates of the Partnership, has or acquires a controlling interest in such other ventures or partnerships, it being understood that for such purpose, "control" need not result from ownership of an interest in excess of 50% of the venture's capital or profits, but instead may result from provisions in the governing partnership agreement or related documents giving the Partnership certain basic rights which are tantamount to control or which preclude control by any other person, including, without limitation, the right to control or veto the sale, lease, refinancing or expansion of the Properties, (b) no duplicate property management or other fee is paid, (c) the Purchase Price of each such investment is confirmed by independent appraisal as not greater than the fair market value thereof, (d) no such investment results in the impairment, abrogation or circumvention of any of the terms of this Agreement and (e) no such investment is in a public limited partnership or other public real estate investment entity;

(iii) to operate, maintain, finance, refinance, improve, own, grant options with respect to, sell, convey, assign, exchange, lease or cause to have constructed any real or personal property;

(iv) to borrow money and issue evidences of indebtedness, and to secure the same by mortgage, deed

of trust, pledge or other lien on any Properties or other assets of the Partnership;

(v) to prepay in whole or in part, refinance, recast, increase, modify or extend any mortgage loans affecting the Properties and in connection therewith to execute any extensions or renewals of mortgage notes on any of the Properties;

(vi) to place record title to, or the right to use, Partnership assets, in the name or names of a nominee or nominees, trustee or trustees for any purpose convenient or beneficial to the Partnership;

(vii) to employ agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and operations of the Partnership, and to pay fees, expenses, salaries, wages and other compensation to such persons;

(viii) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Partnership;

(ix) to cause the Partnership to make or revoke any of the elections referred to in Sections 108, 709, 754, or 1017 of the Code or any similar provisions enacted in lieu thereof;

(x) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any Person who has provided or may in the future provide any services to, lend money to, sell property to, or purchase property from, the General Partners or any of their Affiliates;

(xi) to establish and maintain Reserves for such purposes and in such amounts as it deems appropriate from time to time;

(xii) to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership;

(xiii) to acquire or enter into any contract of insurance which it deems necessary or appropriate for the protection of the Partnership or the conservation of the Partnership's assets or for any other purpose convenient or beneficial to the Partnership; and

(xiv) to pay real estate commissions in connection with the sale of Properties, provided that (a) no such commissions are paid to the General Partners or any of their Affiliates and (b) in no event may all real estate brokerage commissions paid by any Person to any Person in connection with the sale of any Property exceed the lesser of (I) the compensation customarily charged in arm's length transactions by others rendering similar services as an ongoing public activity in the same geographical area or (II) 6% of the sum of the sale price of the Property plus the amount of all such commissions.

B. With respect to all of its obligations, powers and responsibilities under this Agreement, the Managing General Partner is authorized to execute and deliver, for and on behalf of the Partnership, such notes and other evidences of indebtedness, contracts, agreements, assignments, deeds, leases, loan agreements, mortgages and other security instruments and agreements as it deems proper, all on such terms and conditions as it deems proper.

C. Any Person dealing with the Partnership or the General Partners may rely upon a certificate signed by the Managing General Partner as to:

(i) the identity of any General Partner or Limited Partner hereof;

(ii) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by a General Partner or which are in any other manner germane to the affairs of the Partnership;

(iii) the Persons who are authorized to execute and deliver any instrument or document of or on behalf of the Partnership; or

(iv) any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

Section 5.3 Authority of General Partners and their Affiliates to Deal With Partnership

A. Without limitation upon the other powers set forth herein, the Managing General Partner is expressly authorized for, in the name of, and on behalf of, the Partnership to:

(i) pay to the Managing General Partner Acquisition Fees for its services in connection with the evaluation and selection of Properties in an amount equal to up to 5% of the Limited Partners' Capital Contribution; provided, however, that (a) Acquisition Fees shall be paid only for services actually rendered or to be rendered, and (b) in no event shall the total of all Acquisition Fees paid by any Person to any Person in connection with the purchase of any Property exceed the lesser of (I) the compensation customarily charged in arm's length transactions by others rendering similar services as an ongoing public activity in the same geographical location and for comparable properties or (II) an amount equal to 18% of the Limited Partners' Capital Contribution (including a proportionate share of selling commissions and expenses incurred in connection with the organization of the Partnership and sale of Units) applicable to the Property which is the subject of the transaction;

(ii) enter into a Sales Agency Agreement with Winthrop Securities Co., Inc. providing for the payment to said corporation of commissions on the terms set forth in the Prospectus for its services in connection with the sale of Units;

(iii) enter into agreements with and pay fees to WP Management Co., Inc. or other Affiliates of the General Partners in consideration of property management services for the Properties (it being understood and agreed that the provision of such property management services does not constitute a part of the duties or obligations of the General Partners); provided, however, that (a) the compensation paid to WP Management Co., Inc. or any other Affiliate of the General Partners shall be competitive in price and terms with that of nonaffiliated Persons rendering comparable services

which could reasonably be made available to the Partnership, and (b) in no event shall such fees exceed 1.5% of the excess of (I) the cash receipts in each year from the operation of the Properties managed by WP Management Co., Inc. or any other Affiliate of the General Partners over (II) the cash expenditures in such year (other than such management fee, Debt Service payments and capital expenditures) in connection with the operation of such Properties;

(iv) borrow funds from the General Partners or any of their Affiliates; provided, however, that such borrowings may only be on a short-term basis and the Partnership may not pay in connection therewith (a) interest or other financing charges or fees in excess of the amounts which would be charged by unrelated lending institutions on comparable loans for the same purpose in the same locality (and in no event may interest on such borrowings exceed 2% per annum above the prime rate of interest charged by The First National Bank of Boston) or (b) any prepayment charge or penalty; and

(v) to the extent permitted by Section 5.2A(ii), invest in partnerships or joint ventures which own a particular Property in which an Affiliate of the General Partners having investment objectives which are not incompatible with those of the Partnership has also made, or is expected to make, an equity investment if (a) the Partnership's investment is on substantially the same terms and conditions as the investment of such Affiliate and (b) the Partnership has a right of first refusal if the Affiliate desires to sell its investment.

B. Other than as specifically authorized in Section 5.3A and 5.4A, the Managing General Partner is prohibited from entering into any agreements, contracts or arrangements on behalf of the Partnership with any General Partner or any Affiliate of any General Partner. Such prohibition shall include, without limitation, the following:

(i) neither a General Partner nor any such Affiliate shall be given an exclusive right to sell or exclusive employment to sell any Property for the Partnership;

(ii) neither any General Partner nor any such Affiliate shall receive directly or indirectly a

commission or fee in connection with the reinvestment of the proceeds of the sale, exchange or refinancing of any Property;

(iii) neither any General Partner nor any such Affiliate shall enter into an agreement or contract with the Partnership for the development of any Property or the construction of improvements on any Property; and

(iv) neither any General Partner nor any such Affiliate may receive an insurance brokerage fee or write any insurance policy covering the Partnership or the Properties.

C. Any agreements, contracts and arrangements with a General Partner or Affiliate of a General Partner permitted by Section 5.3A(iii) shall be subject to the following conditions:

(i) any such agreements, contracts or arrangements shall be embodied in a written contract which describes the services to be rendered and all compensation to be paid;

(ii) any such agreements, contracts or arrangements shall be fully and promptly disclosed to all Partners in the reports provided for in Section 9.4C; and

(iii) any such agreements, contracts or arrangements shall be terminable by either party, without penalty, upon 60 days' prior written notice..

Section 5.4. Restrictions on Authority of Managing General Partner

A. The Managing General Partner shall not:

(i) do any act in contravention of this Agreement;

(ii) do any act which would make it impossible to carry on the ordinary business of the Partnership;

(iii) confess a judgment against the Partnership;

(iv) possess Partnership property, or assign the Partnership's rights in specific Partnership property, for other than a Partnership purpose;

(v) admit a Person as a General Partner, except as provided in this Agreement;

(vi) admit a Person as a Limited Partner, except as provided in this Agreement;

(vii) knowingly perform any act that would subject any Limited Partner to liability as a General Partner in any jurisdiction;

(viii) loan any funds to any Person (other than in connection with temporary investments as described in the Prospectus under the section entitled "Investment Objectives and Policies -- Types of Investments"), except that, so long as the total amount of all loans, other than loans of the type described in clause (b) of this Section 5.4A(viii), secured by junior mortgages or deeds of trust does not exceed 10% of the Limited Partners' Capital Contribution, the Partnership may (a) advance a portion of the Purchase Price of a Property to the seller in the form of a loan secured by a mortgage, trust deed or similar security instrument, (b) make purchase money loans secured by a mortgage, trust deed or similar security instrument to purchasers of Properties and (c) lend funds to a general partnership or joint venture of the type referred to in Section 5.2A(ii);

(ix) commit (exclusive of any borrowed funds) more than \$6,500,000 to the purchase of any one Property or Properties under lease to any one tenant;

(x) acquire unimproved or non-income producing property except in connection with the acquisition of a Property under construction or the acquisition of an improved Property adjoining the unimproved property;

(xi) pay, or unconditionally agree to pay, more than 25% of the cash portion of the Purchase Price of a Property under construction prior to the time that construction is substantially completed;

(xii) acquire a Property without first obtaining an appraisal from a competent independent appraiser indicating that the sum of the Purchase Price of the Property plus the amount of any Acquisition Fees paid in

connection with the acquisition does not exceed the appraised value of the Property;

(xiii) utilize Cash Available for Distribution or, after two years from the Investment Date, Sale or Refinancing Proceeds to acquire Properties;

(xiv) reinvest Sale or Refinancing Proceeds unless a sufficient portion thereof is distributed to Limited Partners to enable a Limited Partner in a 30% Federal income tax bracket to pay the Federal income tax liability arising from the Sale or Refinancing which generated such proceeds;

(xv) incur mortgage indebtedness (a) in connection with any one Property in excess of 80% of its Purchase Price or (b) in connection with all Partnership Properties in excess of 30% of their Purchase Price determined on a combined basis;

(xvi) issue any "all-inclusive" or "wrap-around" note or execute a mortgage or other security agreement in connection with such a note, unless (a) neither the General Partners nor any of their Affiliates receives interest on the amount of the underlying encumbrance in excess of that payable to the lender on such underlying encumbrance, (b) the note provides that the Partnership shall receive credit on its obligation thereunder for payments made by the Partnership directly on the underlying encumbrance and (c) a bank, escrow company or other paying agent collects payments (other than amounts not to be applied to the underlying encumbrance) on the all-inclusive note and makes disbursements therefrom to the holder of the underlying encumbrance prior to making any disbursement to the holder of the all-inclusive note or, in the alternative, all payments on the all-inclusive note and underlying note are made directly by the Partnership;

(xvii) directly or indirectly pay or award any finder's fees, commissions or other compensation to any Person engaged by a potential investor for investment advice as an inducement to such advisor to advise the purchaser regarding the purchase of Units; provided, however, that the Managing General Partner shall not be prohibited from paying the normal sales commissions

payable to a registered broker-dealer or other properly licensed person for selling Units;

(xviii) acquire any Property in exchange for Units;

(xix) purchase any Property on behalf of the Partnership from the General Partners or one of their Affiliates unless one of such Persons purchased the Property in his or its name in order to facilitate the acquisition of such Property by the Partnership, the borrowing of money by or obtaining of financing for the Partnership, the completion of construction of the Property or any other purpose related to the business of the Partnership; provided, however, that in the event of such an acquisition from the General Partners or one of their Affiliates, (a) the Purchase Price paid by the Partnership may not exceed the cost of such Property to the seller, (b) the interest rates on the loans secured by the Property at the time of acquisition by the seller may not be lower than at the time the Property is acquired by the Partnership, and (c) no compensation or other benefit from the transaction may accrue to the General Partners or any of their affiliates except as otherwise permitted by this Agreement;

(xx) sell or lease any Property or loan any funds to any General Partner or any Affiliate of a General Partner;

(xxi) acquire a Property which is not at least 75% rented;

(xxii) engage in any transaction which results in the receipt by a General Partner or any Affiliate of a General Partner of any "rebate" or "give-up" or in any reciprocal business arrangement which results in the circumvention of the restrictions contained herein and in applicable state securities laws and regulations upon transactions between the Partnership and the General Partners and their Affiliates; or

(xxiii) redeem or repurchase any Units.

B. Without the Consent of the Associate General Partner and, subject to Section 10.3, a majority in interest of the Limited Partners, the Managing General Partner may not:

(i) sell at one time all or substantially all the assets of the Partnership, except for (a) a liquidating sale of a final Property remaining after the sale of all of the other Properties or (b) sales in connection with the liquidation and winding up of the Partnership's business upon its dissolution; or

(ii) elect to dissolve the Partnership.

C. Without the Consent of the Associate General Partner, the Managing General Partner shall not purchase, finance, refinance, sell or otherwise dispose of any Property.

Section 5.5 Duties and Obligations of the General Partners

A. Each of the General Partners shall devote to the affairs of the Partnership such time as may be necessary for the proper performance of its duties hereunder, but neither the officers and directors of the Managing General Partner nor the partners of the Associate General Partner nor the officers, directors or partners of any successor to either of them shall be expected to devote their full time to the performance of such duties.

B. The General Partners shall at all times use their best efforts to maintain their combined net worth (including the net worth of the partners of the Associate General Partner) at a sufficient level to assure that the Partnership will be classified for Federal income tax purposes as a partnership and not as an association taxable as a corporation.

C. The Managing General Partner shall take such action as may be necessary or appropriate for the continuation of the Partnership's valid existence under the laws of the Commonwealth of Massachusetts and in order to form or qualify the Partnership under the laws of any jurisdiction in which the Partnership is doing business or in which such formation or qualification is necessary to protect the limited liability of the Limited Partners or in order to continue in effect such formation or qualification. The Managing General Partner shall file or cause to be filed for recordation in the office of the appropriate authorities of the Commonwealth of Massachusetts, and in the proper office or offices in each other jurisdiction in which the Partnership is formed or qualified, such certificates, including limited partnership and fictitious name certificates, and other

documents as are required by the applicable statutes, rules or regulations of any such jurisdiction.

D. The Managing General Partner shall prepare or cause to be prepared and shall file on or before the due date (or any extension thereof) any Federal, state or local tax returns required to be filed by the Partnership. The Managing General Partner shall cause the Partnership to pay any taxes payable by the Partnership.

E. The Managing General Partner shall use its best efforts to assure that the Partnership shall not be deemed an investment company as such term is defined in the Investment Company Act of 1940.

F. The Managing General Partner shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in its immediate possession or control. The Managing General Partner shall not employ, or permit another to employ, such funds or assets in any manner except for the exclusive benefit of the Partnership.

G. The Managing General Partner shall establish an initial Reserve equal to 1% of the Limited Partners' Capital Contribution. Such Reserve may be increased or reduced by the Managing General Partner as it deems appropriate from time to time.

Section 5.6 Compensation of General Partners

The General Partners shall not in their capacities as General Partners receive any salary, fees, profits or distributions except profits, distributions, fees and allocations to which they are entitled under this Agreement.

Section 5.7 Other Business of Partners

Any Partner may engage independently or with others in other business ventures of every nature and description, including, without limitation, the rendering of advice or services of any kind to other investors and the making or management of other investments, including, without limitation, investments in real property. Neither the Partnership nor any Partner shall have any right by virtue of this Agreement or the partnership relationship created hereby in or to such other ventures or activities or to the income or proceeds derived

therefrom, and the pursuit of such ventures, even if competitive with the business of the Partnership, shall not be deemed wrongful or improper. Neither the General Partners nor any of their Affiliates shall be obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership, and each of such Persons shall have the right to take for its own account (individually or as a trustee) or to recommend to others any such particular investment opportunity. Notwithstanding the foregoing, no General Partner or Affiliate of a General Partner shall offer for sale interests in a public limited partnership whose underlying properties are less than 75% specified and which has the same investment objectives as the Partnership until at least 80% of the net proceeds from the offering contemplated by the Prospectus has been invested or committed for investment in real properties as described in Section 3.4D hereof.

Section 5.8 Limitation on Liability of General Partners;
Indemnification

No General Partner shall be liable, responsible or accountable in damages or otherwise to the Partnership or any of the Limited Partners for any act or omission performed or omitted by any General Partner in good faith and in a manner reasonably believed by it to be within the scope of the authority granted to it by this Agreement and in the best interests of the Partnership, provided that such General Partner was not guilty of fraud, bad faith, negligence or misconduct. The Partnership shall indemnify and save harmless each of the General Partners against any loss, liability or damage incurred by it as a result of or in connection with its acting as a General Partner in connection with the Partnership's activities, provided that such General Partner was not guilty of fraud, bad faith, negligence or misconduct. The satisfaction of any indemnification and any saving harmless shall be from and limited to Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

ARTICLE SIX

ADMISSION OF SUCCESSOR AND ADDITIONAL GENERAL PARTNERS

Section 6.1 Admission of Successor or Additional General Partners

A. Except as provided in this Article Six and in Section 10.2, (i) no General Partner shall retire or withdraw

voluntarily from the Partnership or sell, transfer or assign all or any portion of its Interest, and (ii) no assignee or transferee of all or any portion of the Interest of a General Partner shall have any right to become a General Partner.

B. With the Consent of all the other General Partners and of a majority in interest of the Limited Partners (or of such greater number of Limited Partners as are then required under the Uniform Limited Partnership Act of the Commonwealth of Massachusetts to consent to or ratify the admission of a General Partner), any General Partner may at any time designate one or more Persons to be successors to such General Partner or to be additional General Partners, in each case with such participation in such General Partner's Interest as such General Partner and such successors or additional General Partners may agree upon. Each such designee shall become a successor or additional General Partner upon satisfying the conditions of Section 11.2.

C. Any General Partner may (i) substitute in its stead as General Partner any entity which has, by merger, consolidation or otherwise, acquired substantially all of its assets, stock or other evidence of equity interest and continued its business or (ii) cause to be admitted to the Partnership an additional General Partner or Partners, with such participation in such General Partner's Interest as such General Partner and such additional General Partner or Partners may agree upon, if such General Partner deems the admission of such additional General Partner or Partners to be necessary or desirable to enable the General Partners to comply with the obligations imposed upon them in Section 5.5B. In the event of the dissolution of a General Partner which is a general partnership or limited partnership, if the partners thereof continue the business of such partnership after the dissolution in a successor entity, such successor entity shall be deemed to have been substituted as a General Partner of the Partnership by the dissolved General Partner pursuant to clause (i) of the previous sentence if the Partnership is not dissolved as a result of the dissolution of the dissolved General Partner and such successor entity consents to such substitution. Each General Partner and Limited Partner hereby Consents to the admission of any additional or successor General Partner pursuant to this Section 6.1C, and no further Consent or approval of any General Partner or Limited Partner shall be required. A Person shall become a substitute or additional General Partner pursuant to this Section 6.1C upon satisfying the conditions of Section 11.2.

D. Notwithstanding anything to the contrary in this Article Six, a General Partner's Interest shall at all times be subject to the restriction on transfer set forth in Section 7.1(i), and no General Partner shall voluntarily retire or withdraw from the Partnership without 60 days' prior Notification to the Limited Partners.

Section 6.2 Consent of Limited Partners to Admission of Successor or Additional General Partners

Each of the Limited Partners by the execution of this Agreement Consents to the admission of any Person as a successor or additional General Partner to which there has at the time been given the express Consent of a majority in interest of the Limited Partners. Upon receipt of such Consent of a majority in interest of the Limited Partners, such admission shall, without any further Consent or approval of the Limited Partners, be an act of all the Limited Partners.

Section 6.3 Valuation and Sale of Interest of Former General Partner

A. If the business of the Partnership is continued after the bankruptcy, death, dissolution (except for the dissolution of a General Partner that is a general or limited partnership, if the partners thereof continue its business after the dissolution in a successor entity and such entity becomes a successor General Partner as set forth in Section 6.1C), adjudication of incompetence or removal (except in the case of a removed General Partner whose Interest is purchased by a successor General Partner pursuant to Section 10.2) of a General Partner, the Partnership shall purchase such General Partner's Interest for a price equal to the fair market value thereof. Such fair market value shall be determined by two independent appraisers, one selected by the former General Partner and one by the Limited Partners. If such appraisers are unable to agree on the value of the removed General Partner's Interest, they shall jointly appoint a third independent appraiser whose determination shall be final and binding. If such appraisers are unable to agree on such a third appraiser, such third appraiser shall be appointed by the American Arbitration Association in accordance with its rules and procedures. The appraisers may act with or without a hearing, and the cost of the appraisal will be borne by the Partnership.

B. Promptly after determination of the fair market value of a former General Partner's Interest pursuant to Section 6.3A, the Partnership shall pay to such former General Partner in cash an amount equal to 20% of such fair market value and shall deliver to such former General Partner a promissory note for the balance payable in five equal consecutive annual installments commencing on the first anniversary of the date of such note. Such promissory note shall bear interest at the rate of 6% per annum, payable annually on the date that the principal payment for such year is due and payable. Within 120 days after the determination of the fair market value of the former General Partner's Interest, the Partnership may, with the Consent of all remaining General Partners and a majority in interest of the Limited Partners, sell such Interest to one or more Persons, who may be Affiliates of the remaining General Partner or General Partners, and admit such Person or Persons to the Partnership as additional General Partners; provided, however, that the purchase price to be paid to the Partnership for the Interest of the former General Partner shall be not less than its fair market value as determined by the appraisal described above. Such Additional General Partner or Partners may pay said purchase price in installments in the manner set forth above in this Section 6.3B.

C. The independent appraiser selected by the Limited Partners pursuant to Section 6.3A shall be selected in the following manner: A list of three qualified appraisers shall be obtained by a remaining General Partner from the American Arbitration Association in accordance with its rules and procedures, and one of said three appraisers shall be selected by random number and proposed by such General Partner for selection by the Limited Partners. Such appraiser shall be deemed selected by the Limited Partners unless objected to in writing by a majority in interest of the Limited Partners within 45 days after Notification thereof is sent to the Limited Partners by such General Partner.

ARTICLE SEVEN

TRANSFERABILITY OF LIMITED PARTNERS' INTERESTS

Section 7.1 Restrictions on Transfers of Interests

A Limited Partner may assign his Units by a duly executed, written instrument of assignment, the terms of which are not in contravention of any of the provisions of this

Agreement. Within 30 days of any assignment of a beneficial interest in Units which occurs without a transfer of record ownership of such Units, the assignor shall give notice of such assignment to the Managing General Partner. Notwithstanding the foregoing, no Limited Partner may sell, assign, transfer or exchange any Units:

(i) if counsel for the Partnership shall be of the opinion that such sale, assignment, transfer or exchange would be in violation of any applicable state securities or "Blue Sky" laws (including any investment suitability standards); or

(ii) except for transfers by gift or inheritance, intrafamily transfers, transfers resulting from family dissolutions and transfers to Affiliates, if the transferor or the transferee would hold Units representing a Capital Contribution of less than \$5,000 (\$1,500 in the case of an IRA and \$3,000 in the case of a Custodial Account).

Any attempted sale, assignment, transfer or exchange in contravention of the provisions of this Article Seven shall be void and ineffectual and shall not bind or be recognized by the Partnership.

Section 7.2 Assignees and Substituted Limited Partners

A. The death, dissolution, adjudication of incompetence or bankruptcy of a Limited Partner shall not dissolve the Partnership.

B. The Partnership need not recognize for any purpose any assignment of all or any fraction of the Units of a Limited Partner unless there shall have been filed with the Partnership and recorded on the Partnership's books a duly executed and acknowledged counterpart of the instrument making such assignment, and such instrument evidences the written acceptance by the assignee of all of the terms and provisions of this Agreement, represents that such assignment was made in accordance with all applicable laws and regulations (including investment suitability requirements) and in all other respects is satisfactory in form and substance to the Managing General Partner.

C. Any Limited Partner who shall assign all his Units shall cease to be a Limited Partner of the Partnership, except

that unless and until a Substituted Limited Partner is admitted in his stead, such assigning Limited Partner shall retain the statutory rights of an assignor of a limited partnership interest under the Uniform Limited Partnership Act of the Commonwealth of Massachusetts. The rights of an assignee of Units who does not become a Substituted Limited Partner shall be limited to receipt of his share of Cash Available for Distribution, Sale or Refinancing Proceeds and Partnership Profits or Losses for Tax Purposes as determined under Article Four and distributions upon liquidation as determined under Section 8.2.

D. An assignee of Units may become a Substituted Limited Partner only if all of the following conditions are first satisfied:

(i) The instrument of assignment sets forth the intention of the assignor that the assignee succeed to the assignor's Interest as a Substituted Limited Partner in his place;

(ii) The assignee shall have fulfilled the requirements of Sections 7.2B and 11.2; and

(iii) The assignee shall have paid all reasonable legal fees and filing costs incurred by the Partnership in connection with his substitution as a Limited Partner.

E. The Certificate of Limited Partnership of the Partnership shall be amended not less often than quarterly to recognize the admission of Substituted Limited Partners. Except as provided in Section 4.4D, assignees of Units shall be recognized as such on the last day of the calendar month following the month in which the Partnership receives the instrument of assignment provided for in Section 7.2B.

F. An assignee of Units who does not become a Substituted Limited Partner and who desires to make a further assignment of his Units shall be subject to all the provisions of this Article Seven to the same extent and in the same manner as a Limited Partner desiring to make an assignment of Units.

ARTICLE EIGHT

DISSOLUTION AND LIQUIDATION OF THE PARTNERSHIP

Section 8.1 Events Causing Dissolution

A. The Partnership shall dissolve upon the happening of any of the following events:

(i) the bankruptcy, death, dissolution, withdrawal, removal or adjudication of incompetence of a General Partner;

(ii) the sale or other disposition of all the interests in real estate (including purchase money security interests) of the Partnership;

(iii) the election by the Managing General Partner pursuant to Section 5.4B(ii), or the vote by the Limited Partners pursuant to Section 10.2(ii), to dissolve the Partnership; or

(iv) the expiration of the term of the Partnership specified in Section 2.4.

Notwithstanding the foregoing, the Partnership shall not be dissolved upon the occurrence of an event specified in clause (i) above if all of the remaining General Partners elect within 30 days after such an event to continue the business of the Partnership. If all of the remaining General Partners do so elect and if the General Partner who became bankrupt, died, dissolved, withdrew or was removed or adjudicated incompetent was the Managing General Partner, all of the rights and obligations of the Managing General Partner hereunder shall be assumed by a General Partner selected by the remaining General Partners or, if there is only one remaining General Partner, by such sole remaining General Partner.

B. Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the Partnership's certificate of limited partnership shall have been cancelled and the assets of the Partnership shall have been distributed as provided in Section 8.2. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, the business of the Partnership and the affairs of the Partners shall continue to be governed by this Agreement.

Section 8.2 Liquidation

A. Upon dissolution of the Partnership, the Managing General Partner shall liquidate the assets of the Partnership, apply and distribute the proceeds thereof as contemplated by this Section 8.2 and cause the cancellation of the Partnership's certificate of limited partnership.

B. After payment of liabilities owing to creditors of the Partnership, the Managing General Partner shall set aside as a Reserve such amount as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. Said Reserve may be paid over by the Managing General Partner to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Managing General Partner may deem advisable, the amount in such Reserve shall be distributed to the Partners in the manner set forth in Section 8.2C below.

C. After paying such liabilities and providing for such Reserves, the Managing General Partner shall cause the remaining net assets of the Partnership to be distributed to the Partners. All distributions to the Partners upon liquidation of the Partnership, including distributions in kind discussed below, shall be deemed to be distributions arising from Sales or Refinancings and shall be made as distributions of Sale or Refinancing Proceeds in accordance with Section 4.2.

D. If the Managing General Partner shall determine that an immediate sale of part or all of the Partnership's assets would cause undue loss to the Partners, the Managing General Partner may, after having given Notification to all the Limited Partners, to the extent not then prohibited by any applicable law of any jurisdiction in which the Partnership is then formed or qualified, either (i) defer liquidation of and withhold from distribution for a reasonable time any assets of the Partnership except those necessary to satisfy the Partnership's debts and obligations or (ii) distribute any assets to the Partners in kind. If any assets of the Partnership are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof and any partner entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Partners so entitled. The fair market value of such assets shall be determined by an independent appraiser selected by the Accountants.

E. Each holder of Units shall look solely to the assets of the Partnership for all distributions with respect to the Partnership and his Capital Contribution thereto and share of Cash Available for Distribution, Sale or Refinancing Proceeds, and Profits or Losses for Tax Purposes thereof, and shall have no recourse therefor, upon dissolution or otherwise, against any General Partner or Limited Partner. No Partner shall have any right to demand or receive property other than cash upon dissolution and termination of the Partnership.

ARTICLE NINE

BOOKS AND RECORDS, ACCOUNTING, REPORTS, TAX ELECTIONS

Section 9.1 Books and Records

The books and records of the Partnership shall be maintained at the principal office of the Partnership and shall be available for examination there by any Partner or his duly authorized representatives at any and all reasonable times. The Managing General Partner shall maintain the appraisals referred to in Section 5.4A(xii) in the Partnership's records for at least five years. Any Partner, or his duly authorized representative, upon paying the costs of collection, duplication and mailing, shall be entitled to a copy of the list of the names and addresses of the Limited Partners, including the number of Units owned by each of them.

Section 9.2 Accrual Basis and Fiscal Year

The books of the Partnership shall be kept on the accrual basis. The fiscal year of the Partnership shall be the calendar year.

Section 9.3 Bank Accounts

The bank accounts of the Partnership shall be maintained in such banking institutions as the Managing General Partner shall determine. All deposits and other funds not needed in the operation of the business may be invested in United States government securities, securities issued or fully guaranteed by United States government agencies, certificates of deposit and time or demand deposits in commercial banks having a net worth of at least \$25,000,000 and commercial paper rated P-1 by Moody's Investors Service, Inc. The funds of the Partnership shall not be commingled with the funds of any other person.

Section 9.4 Reports

A. If the Units are not registered pursuant to Section 12 of the Securities and Exchange Act of 1934, within 60 days after the end of the Partnership's first six months of operations and of each first six-month period of each year of the Partnership, the Managing General Partner shall send to each Person who was a Limited Partner at any time during such period a balance sheet and statements of operations, changes in partners' capital, changes in financial position and cash available for distribution for, or as of the end of, such period, none of which need be audited, together with a report of the activities of the Partnership during such six-month period.

B. If the Units are registered pursuant to Section 12 of the Securities Exchange Act of 1934, within 60 days after the end of each of the first three quarters of each year, the Managing General Partner shall send to each Person who was a Limited Partner at any time during such quarter a balance sheet and statements of operations, changes in partners' capital, changes in financial position and cash available for distribution for, or as of the end of, such quarter, none of which need be audited, together with a report of the activities of the Partnership during such quarter.

C. Within 60 days after the end of each of the first three quarters in each year and within 120 days after the end of the fourth quarter in each year, the Managing General Partner shall cause to be prepared and distributed to each Person who was a Limited Partner at any time during the quarter then ended (i) a detailed statement describing (a) any new agreement, contract or arrangement required to be reported by Section 5.3C(ii) and (b) the amount of all fees and other compensation paid by the Partnership during such quarter to any General Partner or any Affiliate of any General Partner, and (ii) until the Capital Contribution of the Limited Partners shall be fully invested, a special report of real property acquisitions including (a) a description of the Properties purchased, (b) a description of the geographic locale and of the market upon which success of operations of each purchased Property is dependent, (c) the date of appraisal of each purchased Property and amount thereof, (d) the actual purchase price and terms, (e) the cash expended from the Partners' Capital Contribution to acquire each Property and (f) the amount which then remains unexpended, stated in terms of both dollar amount and percentage of the total amount of the Partners' Capital Contribution.

D. Within 75 days after the end of each year, the Managing General Partner shall send to each Person who was a Limited Partner at any time during the year then ended such tax information as shall be necessary for the preparation by such Limited Partner of his Federal income tax return and required state income and other tax returns with regard to jurisdictions in which the Partnership is formed or qualified or owns Properties.

E. Within 120 days after the end of each year, the Managing General Partner shall send to each Person who was a Limited Partner at any time during the year then ended (i) the balance sheet of the Partnership as of the end of such year and statements of operations, changes in partners' capital and changes in financial position of the Partnership for such year, all of which shall be prepared in accordance with generally accepted accounting principles, and accompanied by a report of independent public accountants containing an opinion of the Accountants, (ii) a statement of cash available for distribution for such year (which need not be audited), (iii) a report of the activities of the Partnership during such year, and (iv) a statement (which need not be audited) showing distributions to each Person who was a Limited Partner at any time during such year in respect of such year, which statement shall identify distributions from (a) Cash Available for Distribution generated during the year, (b) Cash Available for Distribution generated during prior years and (c) Reserves and other sources.

F. A copy of each report referred to in this Section 9.4 shall be filed with all securities commissions requiring such filing at the times required by such commissions.

ARTICLE TEN

MEETINGS AND VOTING RIGHTS OF LIMITED PARTNERS

Section 10.1 Meetings

A. Meetings of the Limited Partners for any purpose may be called by the Managing General Partner at any time and shall be called by the Managing General Partner within ten days after receipt of a written request for such a meeting signed by 10% or more in interest of the Limited Partners. Any such request shall state the purpose of the proposed meeting and the matters proposed to be acted upon thereat. Meetings shall be held at the principal office of the Partnership or at such other place as may be designated by the Managing General Partner or, if

the meeting is called upon the request of Limited Partners, as designated by such Limited Partners. In addition, the Managing General Partner may, and, upon receipt of a request in writing signed by 10% or more in interest of the Limited Partners, the Managing General Partner shall, submit any matter upon which the Limited Partners are entitled to act to the Limited Partners for a vote by written Consent without a meeting.

B. Notification of any meeting to be held pursuant to Section 10.1A shall be given not less than 15 days nor more than 60 days before the date of the meeting, to each Limited Partner at his record address, or at such other address which he may have furnished in writing to the Managing General Partner. Such notice shall be in writing, and shall state the place, date and hour of the meeting, and shall indicate that the notice is being issued at or by the direction of the Partner or Partners calling the meeting. The notice shall state the purpose or purposes of the meeting. If a meeting is adjourned to another time or place, and if an announcement of the adjournment of time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting. The presence in person or by proxy of a majority in interest of the Limited Partners shall constitute a quorum at all meetings of the Limited Partners; provided, however, that if there be no such quorum, holders of a majority in interest of the Limited Partners so present or so represented may adjourn the meeting from time to time without further notice, until a quorum shall have been obtained. No notice of the time, place or purpose of any meeting of Limited Partners need be given to any Limited Partner who attends in person or is represented by proxy, except for a Limited Partner attending a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting is not lawfully called or convened, or to any Limited Partner entitled to such notice who, in writing, executed and filed with the records of the meeting, either before or after the time thereof, waives such notice.

C. For the purpose of determining the Limited Partners entitled to vote on, or to vote at, any meeting of the Limited Partners, or any adjournment thereof, or to vote by written consent without a meeting, the Managing General Partner or the Limited Partners requesting such meeting or vote may fix, in advance, a date as the record date for any such determination of Limited Partners. Such date shall not be more than 50 days nor less than ten days before any such meeting or submission of a matter to the Limited Partners for a vote by written Consent.

D. Each Limited Partner may authorize any person or persons to act for him by proxy with respect to any matter in

which a Limited Partner is entitled to participate, whether by waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partner or his attorney-in-fact. No proxy shall be valid after the expiration of 12 months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Limited Partner executing it.

E. At each meeting of Limited Partners, the Limited Partners present or represented by proxy shall elect such officers and adopt such rules for the conduct of such meeting as they shall deem appropriate.

Section 10.2 Voting Rights of Limited Partners

Subject to Section 10.3, a majority in interest of the Limited Partners, without the concurrence of the General Partners, may: (i) amend this Agreement, subject to the conditions that such amendment (a) may not in any manner allow the Limited Partners to take part in the control of the Partnership's business or otherwise modify their limited liability and (b) may not, without the consent of the General Partner affected, alter the rights, powers and duties of such General Partner as set forth in Article Five, the interest of such General Partner in Profits or Losses for Tax Purposes, Cash Available for Distribution or Sale or Refinancing Proceeds as set forth in Article Four, the interest of such General Partner in distributions upon liquidation as set forth in Section 8.2 or the obligation of the Partnership to purchase the Interest of a General Partner as provided in Section 6.3; (ii) dissolve the Partnership; and (iii) remove any General Partner and elect a replacement therefor. If the Limited Partners vote to remove a General Partner pursuant to this Section 10.2, they shall provide the removed General Partner with Notification thereof, which Notification shall set forth the date upon which such removal is to become effective. If the Limited Partners also vote to elect a new General Partner as a successor General Partner for the removed General Partner, such successor General Partner shall purchase the Interest of the removed General Partner for the fair market value thereof determined in accordance with Section 6.3A. Said successor General Partner may, at its option, pay the purchase price of such Interest in installments in the manner set forth in Section 6.3B.

Section 10.3. Conditions to Action by Limited Partners

The voting rights of the Limited Partners set forth in Sections 5.4B and 10.2 shall not come into existence or be effective in any manner unless and until (A) the Partnership has

received an opinion of counsel, which counsel is satisfactory to a majority in interest of the Limited Partners, that such action is legal, (B) either (i) the Partnership has received an opinion from such counsel that such action may be effected without subjecting the Limited Partners to liability as general partners under the Uniform Limited Partnership Act of the Commonwealth of Massachusetts or under the laws of any other jurisdiction in which the Partnership is formed, qualified or conducting business or (ii) a Massachusetts court having jurisdiction over the matter enters a judgment, not subject to further appeal, to such effect and (C) either (i) the Partnership has received an opinion from such counsel that such action may be effected without changing the Partnership's status for tax purposes or (ii) a court having jurisdiction over the matter enters a judgment, not subject to further appeal, or the Internal Revenue Service issues a ruling, to such effect. For purposes of this Section 10.3, counsel will be deemed satisfactory to the Limited Partners if proposed by the Managing General Partner and affirmatively approved in writing within 45 days by a majority in interest of the Limited Partners; provided that if the holders of 10% or more of the outstanding Units propose counsel for this purpose, such proposed counsel, and not counsel proposed by the Managing General Partner, shall be submitted for such approval by the Limited Partners.

ARTICLE ELEVEN

MISCELLANEOUS PROVISIONS

Section 11.1 Appointment of Managing General Partner as Attorney-in-Fact

A. Each Limited Partner, including each Additional and Substituted Limited Partner, by the execution of this Agreement, irrevocably constitutes and appoints, with full power of substitution, the Managing General Partner, the President of the Managing General Partner and any Vice President of the Managing General Partner, and each of them acting singly, his true and lawful attorney-in-fact with full power and authority in his name, place and stead to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the provisions of this Agreement, including but not limited to:

- (i) all certificates and other instruments (including counterparts of this Agreement), and any amendment thereof, which any such Person deems appropriate to form, qualify or continue the Partnership as a

limited partnership (or a partnership in which the Limited Partners will have limited liability comparable to that provided by the Uniform Limited Partnership Act of the Commonwealth of Massachusetts on the date hereof) in any jurisdiction in which the Partnership may conduct business or in which such formation, qualification or continuation is, in the opinion of any such Person, necessary to protect the limited liability of the Limited Partners;

(ii) any other instrument or document which may be required to be filed by the Partnership under the laws of any state or which any such Person deems it advisable to file;

(iii) all amendments to this Agreement adopted in accordance with the terms hereof and all instruments which any such Person deems appropriate to reflect a change or modification of the Partnership in accordance with the terms of this Agreement; and

(iv) any instrument or document, including amendments to this Agreement, which may be required to effect the continuation of the Partnership, the admission of an Additional or Substituted Limited Partner or an additional or successor General Partner, or the dissolution and termination of the Partnership (provided such continuation, admission or dissolution and termination are in accordance with the terms of this Agreement), or to reflect any reductions in the amount of contributions of Partners.

B. The appointment by each Limited Partner of each of such Persons as his attorney-in-fact shall be deemed to be a power coupled with an interest, in recognition of the fact that each of the Partners under this Agreement will be relying upon the power of such Persons to act as contemplated by this Agreement in any filing and other action by them on behalf of the Partnership, and shall survive the bankruptcy, death, incompetence or dissolution of any Person hereby giving such power and the transfer or assignment of all or any part of the Units of such Person; provided, however, that in the event of the transfer by a Limited Partner of all or any part of his Units, the foregoing power of attorney of a transferor Limited Partner shall survive such transfer only until such time as the transferee shall have been admitted to the Partnership as a Substituted Limited Partner and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

Section 11.2 Signatures; Amendments

A. Each Additional Limited Partner, Substituted Limited Partner, additional General Partner and successor General Partner shall become a signatory hereof by signing such number of counterpart signature pages to this Agreement and such other instrument or instruments, and in such manner and at such time, as the Managing General Partner shall determine. By so signing, each Additional Limited Partner, Substituted Limited Partner, successor General Partner or additional General Partner, as the case may be, shall be deemed to have adopted, and to have agreed to be bound by all the provisions of, this Agreement, as amended from time to time; provided, however, that no such counterpart shall be binding until it shall have been accepted by the Managing General Partner.

B. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the General Partners, without the Consent of the Limited Partners, (i) to add to the representations, duties or obligations of the General Partners or surrender any right or power granted to the General Partners herein; (ii) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement; and (iii) to delete or add any provision of this Agreement required to be so deleted or added by the Staff of the Securities and Exchange Commission or other Federal agency or by a State "Blue Sky" commissioner or similar such official, which addition or deletion is deemed by such Commission, agency or official to be for the benefit or protection of the Limited Partners; provided, however, that no amendment shall be adopted pursuant to this Section 11.2B unless the adoption thereof (1) is for the benefit of or not adverse to the interests of the Limited Partners; (2) is consistent with Section 5.1; (3) does not affect the distribution of Cash Available for Distribution or Sale or Refinancing Proceeds or the allocation of Profits or Losses for Tax Purposes among the Limited Partners or between the Limited Partners and the General Partners; and (4) does not affect the limited liability of the Limited Partners or the status of the Partnership as a partnership for Federal income tax purposes.

C. If this Agreement shall be amended as a result of adding or substituting a Limited Partner, the amendment to this Agreement shall be signed by the Managing General Partner and by the Person to be substituted or added, and, if a Limited Partner

is to be substituted, by the assigning Limited Partner. If this Agreement shall be amended to reflect the designation of an additional General Partner, such amendment shall be signed by the other General Partner or Partners and by such additional General Partner. If this Agreement shall be amended to reflect the withdrawal of a General Partner when the business of the Partnership is being continued, such amendment shall be signed by the withdrawing General Partner and by the remaining or successor General Partner or Partners.

D. In making any amendments, there shall be prepared and filed by the Managing General Partner for recording such documents and certificates as shall be required to be prepared and filed under the Uniform Limited Partnership Act of the Commonwealth of Massachusetts and under the laws of the other jurisdictions under the laws of which the Partnership is then formed or qualified.

Section 11.3 Ownership by Limited Partners of General Partners or their Affiliates

No Limited Partner shall at any time, either directly or indirectly, own any stock or other interest in any General Partner or in any Affiliate of any General Partner if such ownership by itself or in conjunction with the stock or other interest owned by other Limited Partners would, in the opinion of counsel for the Partnership, jeopardize the classification of the Partnership as a partnership for Federal income tax purposes. Each Limited Partner shall promptly supply any information requested by the Managing General Partner in order to establish compliance by the Limited Partner with the provisions of this Section 11.3.

Section 11.4 Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties hereto.

Section 11.5 Applicable Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Section 11.6 Counterparts

This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on

all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

Section 11.7 Separability of Provisions

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

Section 11.8 Captions

Article and Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

GENERAL PARTNERS:

ONE WINTHROP PROPERTIES, INC.

By: 
Vice President

LINNAEUS-HAMPSHIRE REALTY COMPANY

By: 
General Partner

INITIAL LIMITED PARTNER:

WFC REALTY CO., INC.

By: 
Vice President

SCHEDULE A

	<u>Capital Contributions</u>
GENERAL PARTNERS:	
ONE WINTHROP PROPERTIES, INC..... 225 Franklin Street Boston, Massachusetts 02110	\$1,000
LINNAEUS-HAMPSHIRE REALTY COMPANY..... 225 Franklin Street Boston, Massachusetts 02110	\$1,000
INITIAL LIMITED PARTNER:	
WFC REALTY CO., INC..... 225 Franklin Street Boston, Massachusetts 02110	\$5,000

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WINTHROP PARTNERS 80

Sixth Amendment to Certificate of Limited Partnership

The Agreement and Certificate of Limited Partnership dated as of February 5, 1980 pursuant to which Winthrop Partners 80 was formed as a Massachusetts limited partnership (the "Partnership"), as said Agreement and Certificate has been amended to date (as so amended, the "Certificate of Limited Partnership"), is hereby amended by deleting Schedule A to the Amended and Restated Agreement of Limited Partnership attached to the First Amendment to Certificate of Limited Partnership of the Partnership dated as of June 5, 1980 and substituting therefor Schedule A attached hereto.

In all other respects, the Certificate of Limited Partnership shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have sworn to this Sixth Amendment to Certificate of Limited Partnership as of the 12th day of November, 1980.

GENERAL PARTNERS:

Linnaeus-Hampshire Realty
Company

By: [Signature]
General Partner

One Winthrop Properties, Inc.

By: [Signature]

LIMITED PARTNERS:

WFC Realty Co., Inc.

By: [Signature]
Title: Asst. Treasurer

Additional Limited Partners
Listed on Schedule A Hereto

By: [Signature]
Jonathan W. Wexler, Vice
President of One Winthrop
Properties, Inc. and their
Attorney-in-Fact

SCHEDULE A

Capital
Contributions

GENERAL PARTNERS:

One Winthrop Properties, Inc. 225 Franklin Street Boston, MA 02110	\$1,000
Linneaus-Hampshire Realty Company 225 Franklin Street Boston, MA 02110	\$1,000

INITIAL LIMITED PARTNER:

WFC Realty Co., Inc. 225 Franklin Street Boston, Ma. 02110	\$5,000
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Signature pages for the Additional Limited Partners are available at the offices of Hale and Dorr, 60 State Street, Boston, Massachusetts 02109

ELIZABETH T. ROSSMAN 621 TENNISON AVE. WINCHESTER VA 22601	125000	ELIZABETH ROSEN 101 31/2 WINDMILL COURT LOS ANGELES CA 90030	120000	INTERNAT'L TRUST CORP./FBO NICHOLAS BUYPD 03347-0001 P.O. BOX 2090 NEWPORT BEACH CA 92660	15000	ADDIE G. ROYLAN 1251 SAVOY STREET SAN DIEGO CA 92107	15000
MARILYN T. BRADY 2003 WASHINGTON LAWRENCE KS 63044	120000	FIC/MIAMI CO. BRADMAN 163 4TH ST. #111 443 SHERMAN ST. DENVER CO 80263	12000	ROBERT MAID BRANDJORD 300 HICULLY BLVD/VALENT EAST BURNSVILLE TN 35337	15000	MRS. FOREEN B. BRADLEY 4700 LAKESIDE WAY FAIR OAKS CA 95628	123500
EUGENE & DONNA BRASE 1010 EAST D STREET NORTH PLATTE NE 69101	15000	LOUIS & HEZEL BRAUER 2815 SUMNER ST. LINCOLN NE 68502	15000	KENNETH & JAMICE BRAUN 218 LINWOOD STREET VACAVILLE CA 95688	110000	LUDE BRAUNE 1318 35TH STREET, N.W. APT. 2 WASHINGTON DC 20007	110000
FSSO/JAMES BREATHOWDER 1213 S.W. 6TH AVE. P.O. BOX 272 PORTLAND OR 97207	15000	HILMRED M. BREATHOWITEE FAMILY TR 5/210/79 10127 THUNDERBOLT BLVD. SUN CITY AZ 85351	18000	HEWSTEN PLASTICS, INC. EMP. PENSION PLAN MAIN STREET, SUITE 6A NEWSTER MA 02431	17000	MARCIA A. BRIDGES 2329 S. ROLFE ST. ARLINGTON VA 22202	110000
WILMER & MARLINE BRILL 246 WEBSTER STREET COLUSA CA 95932	110000	GEORGE & JESSIE BRANCALEY 4430 SOUTH 56TH STREET LINCOLN NE 68516	15000	K. LILLIE & C. BROWN 2862 VETERAN AVE. LOS ANGELES CA 90064	15000	PAUL BROWN/CUST. FBO CLYDE W. BROWN/UGMA 1627 ACCENT DRIVE ST. LOUIS MO 63139	13000
PAUL BROWN/CUST. FBO W. BROWN W. BROWN/UGMA 1027 ACCENT DRIVE ST. LOUIS MO 63139	13000	CAROL C. BROWNING 27269 FYRRE PARK LAKE LOS ALTOS CA 94022	115000	H.W. BUCK & J.B. VOGEL/TTEES FBO H.A. BUCK TRUST 7/4/80 306 HUNESTAD DRIVE LAWRENCE KS 66044	120000	KATHRYN L. BUCK 1235 FOREST AVE., APT. 1 CRETE NE 68333	15000
FRANCINE JUFF BUCKNER 17916 FIRST AVE. N.W.E. SEATTLE WA 98105	110000	KATHERINE M. BUELL 730 POST 10TH ST. CRETE NE 68333	15500	BUILDERS FENCE CO., INC. PENS TR 11/2/72 P.O. BOX 125 SUN VALLEY CA 92352	150000	ROBERT F. BURN 1319 CARTER ROAD SACRAMENTO CA 95825	110000
ADDIE T. BURN 113 W. JUDY STREET ZEPHULON NC 27597	110000	ROBERT F. BURN 1319 CARTER ROAD SACRAMENTO CA 95825	110000	RICHARD I. BURNETT 1903 SAN MARIE DRIVE N. JACKSONVILLE FL 32217	15000	RICHARD & DORIS BURNETT 1903 SAN MARIE DRIVE NORTH JACKSONVILLE FL 32217	110000
EDWARD L. BURNHAM V.F.W. BUILDING BROADWAY ST 34TH ST. KANSAS CITY MO 64111	15000	LILLIAN J. BURNSTIEE PUPP'S FAMILY TR 6/4/75 1734 14TH ST. SAN DIEGO CA 92115	110000	ALBERT & PATRICIA BURR P47 BUFFALO DUMFRIESVILLE CA 95662	15000	PAUL L. BURROUGHS, JR., MD. PMT SHRP PL 1 TR 7/5/79 3605 WILLIAMSBOURG COURT RALEIGH NC 27609	110000
SHARON BURN/CUST. FBO L.A. BURN 3531 MEADOWS DRIVE BUSMAN MI 48118	13000	EDITH & BETTY JEAN BUTLER SUITE 1 BOX 2112 DOWIE CA 95614	15000	KAREN J. BUTLER/CUST. FOR STACIE BUTLER 3355 S. CLAYTON BLVD. ENGLEWOOD CO 80110	110000	MARY JEANETTE BUTTERICK 441 SOUTH YATES ROAD MEMPHIS TN 38117	130000
BUZZELL ENTERPRISES, INC. BOX 189 TRACY CA 95275	150000	KENE S. CADES 2770 W. WINDY DR. S. EX-104 COSTA MESA CA 92626	15000	JACK & SUZANNE CANNON 2850 S.E. 2350 PL. KEPNER ISLAND WA 98040	15000	ANNETTE KRAM CAIDDECA 1624 MAIN STREET ST. HELENA CA 94574	120000
FAYMOND A. CALPINS 1911 FIRST NATIONAL BANK BLDG. LINCOLN NE 68508	15000	MARY E. CALPINS/CUST. FBO L.L. CALPINS UGMA 1811 FIRST NATL. BANK BLDG. LINCOLN NE 68508	13000	THE CYLL CORP. THE HONEST CRUIZER VA 23039	15000	HELEN P. CALUIT 2632 ESPERANZA MISSION VIEJO CA 92675	110000
HELEN C. CALVERT LESLIE GARDENS 54 815 S 215TH STREET DES MOINES IA 50319	115000	JOHN & PATRICIA CAMPBELL 110 W. WINDYER FALLSBOOM OH 44221	15000	TERRY & BARBARA CAMPBELL 1041 WALKER PLACE CUYAHOGA FALLS OH 44221	15000	NICHOLAS T. CANAVAN/CUST. FBO NOELLE L. CANAVAN 450 HUNT CLIFF DRIVE CLEVELAND TN 37311	15000
VINCENT CANNELLA/CUST. FBO JOANNE M. CANNELLA 3920 NORTH LAKE SHORE DRIVE LAKEWOOD IL 60603	13000	V. CANNELLA/CUST. FBO JOANNE M. CANNELLA 3920 NORTH LAKE SHORE DRIVE CHICAGO IL 60603	13000	V. CANNELLA/CUST. FBO JOANNE M. CANNELLA 3920 NORTH LAKE SHORE DRIVE CHICAGO IL 60603	13000	CAPITAL RADIOLOGY ASSOC., P.A. MONEY FOR PENS FL ST.A. BOX 17947 RALEIGH NC 27619	15000
CAPITOL CLUTCH & BRAPE OFF. FOR PENS TR 3090 WILSON STREET WEST SACRAMENTO CA 95691	130000	FIC/JOHN A. CARUANO 11011 1-001 444 SHEPARD STREET DENVER CO 80203	15000	ROBERT & PATRICIA ANN CARGILL 480 NORTH ANN DRIVE ROUND MN 55364	130000	PATRICIA ANN CARGILL/TTEE FOR R.C. CARGILL 560 N. ANN DR. ROUND MN 55364	125000
ANNE E. CARLETON 13092 100TH DRIVE SUN CITY AZ 85373	17000	MARLYN & BEVERLY CARLSON 11 EASTRIDGE DRIVE SOUTH YORK NY 14167	15000	JOHN & FLEANNOR CARLSON 9423 SPANISH MOSS LAKE SUN CITY AZ 85373	110000	PLYMOUTH-HOME NAT'L BANK/T/F WILLIAM B. CARTWRIGHT IRA P.O. BOX 1587 RACONTON MA 02403	11500
WILLIAM S. CARTWRIGHT/CUST. FBO J.V. CARTWRIGHT 5205 W. JOHN STREET ARLINGTON VA 22207	13000	GIC/CHARLES W. CASEBELL P.O. BOX 8703 WILMINGTON DE 19899	17500	JOHN & HELLIE CASEY 14509 NERT DRIVE MIDEX HANLROD MD 20870	15000	CAROLYN B. CASPER 2230 CALIFORNIA ST. NW 14CU WASHINGTON DC 20008	110000
SAM & MARILYN CASTAGNA 3923 S. 17TH ST. WEST ALLIS WI 43227	15000	WARREN & MARILETTA CASTER 3 AMBROSUS ROAD LEXINGTON MA 02173	15000	JIM & LATCHING FAMILY INVESTMENT PARTNERSHIP 34 SHAWNEE TRAIL INDIANHEAD PARK IL 60525	15000	FIC/RICHARD CERVI 154 110798-601 9/3/80 444 SHERMAN ST. DENVER CO 80203	11500
LEONARD & ELLIEN CHABALA 1526 S. 14TH AVE. MAYWOOD IL 60153	110000	ROBERT M. CHAMUCH 7001 LINDWOOD DRIVE BETHESDA MD 20844	120000	MARIE LANE CHAPMAN ROUTE 3, BOX 191 SOUTH CLIFTON MD 21601	110000	UNITED CAROLINA BANK/T/F CHARLOTTE RADIOLOGICAL GROUP P.O. BOX 250 MONROE NC 28110	15000
ROBERT & GEOFFIE CHINN 3924 32ND STREET S. SEATTLE WA 98118	110000	FIC/BOB/LEMB CHOU FBO P.O. 1160325-001 444 SHEPARD ST. DENVER CO 80203	110000	FAYMOND & HELEN CHRISTENSEN 112 SO. NEEDLES BRANDON SD 57005	15000	FAYMOND & HELEN CHRISTENSEN 112 SOUTH NEEDLES BRANDON SD 57005	15000
JOINT CHRISTIAN 516 LAKE G MARIETTA GA 30066	15000	FIC/LEONARD T. CHUM 144 FALLS CHURCH RD. 444 SHERMAN STREET DENVER CO 80203	13000	JOSEPH D. CIEVELLO 1702 FALLS CHURCH RD. RALEIGH NC 27609	15000	TRUST COMPANY 670 CITIZENS NATIONAL BANK P.O. BOX 719, TRUST DEPT. EVANSVILLE IN 47705	12500
JOHN & JANE CLAPP 14 ALCOCK AVE. FELDMONT NC 27178	15000	DAVID & MURIS CLARK 1401 S. 14TH ST. 1235 E. WILKINSON DRIVE DECATUR FL 32144	15000	ROBERT E. CLARK 34 W. MARCEL CLOSE MADISON WI 53705	110000	MARY LOUISE CLASS 221 W. VENUE COKONAHO CA 92118	15000
MARSH & MELBA CLAUSEN 1571 45TH AVENUE COLUMBUS MI 48601	15000	ALTON M. CLAY 1701 FORESTVIEW DRIVE P.O. LAWRENCEVILLE FL 33305	15000	WELWAFFE CHARTER G I T/T/F JAMES M. CLAYTON BOX 8763 WILMINGTON DE 19899	139500	FIC/JOHN I. CLEMENTS 164 9/11/80 110898-001 444 SHERMAN ST. DENVER CO 80203	120000
NEW ENG. REP. NAT'L CLEVELAND P. SH TEMPLETON C/FLO 077-770052931 78 STATE STREET BOSTON MA 02108	16000	JAMES M. CLIFFORD 810 S. FIFTH ST. WATERLOO WI 53094	15000	LOUIS L. CLINTON, III 530 WILLIAMS STREET DENVER CO 80218	110000	MONTE & OLA CLOW 14914 TELEGRAPH ROAD SANTA PAULA CA 93060	110000
GEORGE & ANITA CLYAS 22 HIFAN ROAD FRANKINGHAM MA 01701	110000	COATES FLD SPJ EMP FRF SHRN PI P.O. BOX 20027 4400 N. WYATA PL OKLAHOMA CITY OK 73125	110000	CAPOLYM C. COATES 211 WESTWOOD ROAD HAWAIIAN KS 65002	115000	EDWIN W. COCKE, JR., MD/TTEE U/W E.W. COCKE M.D. 9/26/83 1536 E. MORELAND MEMPHIS TN 38104	150000
DONALD W. COLEK 921 S. GREEN BAY RD. LAKE FOREST IL 60045	110000	BITA CONEN 4354 N. ALPINE AVENUE MILWAUKEE WI 53211	15000	JAMES G. COMPTON 8833 EARL AVENUE N.W. SEATTLE WA 98107	12000	MARtha L. CONDON 4203 CATHEDRAL AVE., N.W. WASHINGTON DC 20016	110000

RUTH E. CONJUGACION 5882 PALMTHORPE HIGHWAY HONOLULU HI 96821	\$10000	M.D. WALSON & M.D. KONDOLLY 8124 CRAFT STREET PUEBLO CO 80134	\$10000	JAMES & DOLORES COPELAND 302 WEST LINDEN DRIVE JEFFERSON WI 53549	\$11000	ROBERT & JOANN COPPOCK 10701 47TH S.W. C-1 SEATTLE WA 98148	\$5000
NOFACE & FREDY COPEL 12308 WHISPERING HILLS LANE CREVE COEUR MO 63141	\$5000	FIC/GERALD B. COHEN/PROST 114 7/19/80 (114)77-001 444 SHERMAN DENVER CO 80203	\$5000	MICHAEL A. COTTON 12206 111TH AVENUE SUN CITY AZ 85351	\$10000	DAN LOUCHMAN/DOS-INC. PFT SHR TR 6/22/79 3218 E. SHIELDS,SUITE C FRESNO CA 93726	\$20000
BARBARA M. COULAM 6748 PAPPANHOEK WAY CARRICHAEL CA 94608	\$10000	JASON CHARLES COURTNEY 829 MONTE VISTA AVE. VENTURA CA 93003	\$5000	ROSE COUSSENS RTE. 3 - BOX 577 MILLSBORO OR 97123	\$10000	DOROTHY B. EDWARDIN 3904 SULLGRAVE ROAD RICHMOND VA 23221	\$12000
JAMES F. CRAFTS, JR./TTE 600 MONTGOMERY ST. SAN FRANCISCO CA 94111	\$5000	BETTY FUSS CRAIG 8118 SAWMILL ROAD RICHMOND VA 23229	\$5000	RUTH S. CRAWFORD/T/F RUTH CRAWFORD TRUST 9/27/78 1407 AVE ALVARADO PLACENTIA CA 92670	\$17000	KEY ACCTS INC/DAVID E. CREWS IRA-10/8/80 1400 S. ORLANDO AVE SUITE L-1 WINTER PARK FL 32789	\$6000
RACHEL L. CRASSINGER 2215 MONROE ST. MADISON WI 53711	\$5000	FRANK & HELEN CRUFT 586 GUADALUPE ST. CORVADO CA 92116	\$15000	JOHN & GLADYS CRULL 25 ROCKINGHORSE RD RANCHO PALOS VERDES CA 90274	\$5000	CAROLINE J. CROPPER 5317 BIRCH CIRCLE FAIR OAKS CA 95628	\$18000
M.A. CROWELL TETAPANE/AM TRUST 1591 CERVATO CIRCLE ALABAMA CA 94507	\$5000	ROBERT & JOSEPHINE CHUSHOW 7127 W. AMHERST AVE. GLENDALE AZ 85303	\$10000	DR. CURTIS W. CRUTHERS 2115 SIXTH STREET MENDOTA WI 53142	\$10000	CULLIGAN SOFT WTR. SERV. CO. PENSION FUND 1/27/67 6030 CULLIGAN WAY MINNETONKA MN 55343	\$75000
CUMBERLAND AND SAV FMS TR 8716 78-P/P PARRELLY/TTEES 3351 HENION RD CUMBERLAND HILL RI 02864	\$10000	MARIE MARIE CUMMINGS 910 E. CAPITOL ST., N.E. WASHINGTON DC 20002	\$5000	INTERN'L TRUST CO., TITE FBO DEAN CUMMINGS 102347-0001 P.O. BOX 2090 NEWPORT BEACH CA 92640	\$5000	GEORGE & DOROTHY CUMMINGS 18138 E. JANINE DRIVE WHITTIER CA 90603	\$10000
SANDRA B. CUMMINGHAM 1378 N. 40TH STREET MILWAUKEE WI 53210	\$15000	JUDITH M. CURRIER 7031 LEEBROOK STREET SARTWELL VA 22151	\$10000	LEO & DOROTHY CURTIS 4300 SHEPWOOD COURT MIDLAND MI 48640	\$5000	LEO CURTIS 4300 SHEPWOOD COURT MIDLAND MI 48640	\$5000
RAYMOND CUSACK/CUST. FBO SCOTT CUSACK 2809 LEWIS WESTERN SPRINGS IL 60558	\$5000	AMERICAN TRUST OF HAWAII/T/F CUSTIA LIFE SERVICE TR-10 411 PISHOP ST. #1703 HONOLULU HI 96813	\$7500	B.J. CUTSHALL MED. CORP. TR 8/31/77 1470 WASHINGTON CCK RD. SACRAMENTO CA 95825	\$20500	ROBERT H. DALEY/C/F IRLEEN DALEY WILCOUGH 1471 65TH AVENUE SACRAMENTO CA 95822	\$11000
MARY DALEY/C/F CATHERINE DALEY, WICUGHA 1471 65TH AVENUE SACRAMENTO CA 95822	\$10000	MARY DALEY/C/F PATRICIA DALEY, WICUGHA 1471 65TH AVENUE SACRAMENTO CA 95822	\$11000	FIC FOF K. W. DYLTON FBO FLAN 108137-001 5/21/80 441 SHERMAN STREET DENVER CO 80203	\$8500	DANCIGER EQUIPMENT CO PKFT SHAG FL & TR 7/1/75 1219 SMOAK AVE. MEMPHIS TN 38104	\$7500
JAMES & LOFAINE DANDRIDGE 1555 MULBERG CARROLLTON CA 93010	\$5000	CAROL M. DRAUZA 417 OLIVE BRADMAN DRIVE RUBEN CA 95803	\$20000	ROBERT E. DAVIS 115 KATOLU STREET HONOLULU HI 96815	\$10000	HELEN W. DAVIS 4821 N.E. 107TH SEATTLE WA 98125	\$6000
HELEN L. DAVIS 5 WALL TINDER DR. WILSTAMAN MA 01095	\$7000	DELAWARE CHARTER GUAR. & TRUST TTEC FBO EULA MAF. BROWN DAVIS BOX 8453 WILMINGTON DE 19899	\$19000	FREDERICK F. DAVIS FOUR 2, BOX 354-A CAMBRIDGE MD 21613	\$15000	RAYMOND & MARILYN DAVIS 884 SOUTH AFRYO BLVD. PASADENA CA 91105	\$5000
WAMON & ROBERTA DAY 4229 BEVELL LANE ATLANTA GA 30242	\$5000	FRANK L. DAY, JR. 125 WILSON DRIVE PL 1/1/76 1541 WILSHIRE BLVD. LOS ANGELES CA 90017	\$10000	HEIRO TRUST CO., T/F FLUOR DEAL NET AMT 222 S. CENTRAL CLAYTON MO 63105	\$7500	REV. ROBERT & NANCY DEAN 5212 SPENCER ROAD CLEVELAND OH 44124	\$10000
JOHN AND JOHNE BEATRICK 5331 SELENA DRIVE HUNTINGTON BEACH CA 92649	\$7000	FIC/JOHN F. DEPATRICK IFA 110879-001 9/5/80 444 SHERMAN ST. DENVER CO 80203	\$30000	GIL/DAVID F. DEIKER IRA 9/11/80 P.O. BOX 8963 WILMINGTON DE 19899	\$4500	VIRGINIA J. DEHART 2645 WESTINGTON LANE DEMMANTOWN TN 38138	\$10000
GLEN & NORMA DEITZ 370 BRACELIFFE DRIVE RED BLUFF CA 94080	\$5000	CHARLES C. DELONG/M.H. FACETT SHARING TRUST 2/1/73 1090 WILM ROAD FALO ALTO CA 94034	\$10000	EMILIE DELOKIMILR 103 FONT BLVD. SAN FRANCISCO CA 94127	\$10000	DELS BARBER & BEAUTY SUP. INC. CONTAIN. PROF. SHAR. TR. P.O. BOX 160406 SACRAMENTO CA 95816	\$20000
EUGENE & MARY DEMMLER 3309 N.W. 119TH OKLAHOMA CITY OK 73132	\$5000	S. WALTER & MARY DENTON 1013 HOLLY COURT INDIANAPOLIS IN 46141	\$15000	JACK & PERTHE DESPINS 5222 TRANSFORD DR. LAFAYETTE CA 94623	\$10000	SUZANNE DEURNER 12525 FAYSHORE DRIVE FLORENSSANT MO 63033	\$12500
ELSA C. DEUFFEE 108 E. HURON MISSOURI VALLEY IA 51555	\$10000	J. & G.E. DEVALE TRUST 2/2/80 3421-38 CALLE AZUL LAGUNA HILLS CA 92653	\$10000	LOPPE L. DEWEY P.O. BOX 1181 FORT BRAGG CA 95437	\$10000	JOHN & MIRIAM DEWITT MAYFLOWER HEIGHTS PROVINCETOWN MA 02657	\$8000
LEANE WERNE DICKER 9516 STAFFORD AVENUE SILVER SPRING MD 20901	\$5000	ALICE M. DICAMANN P.O. BOX 91 DRAFTON WI 53024	\$10000	JEROME W. DICAMANN P.O. BOX 91 DRAFTON WI 53024	\$10000	IRENE H. DIENSTBIER R.R. #1, BOX 247 WYMORE NE 68466	\$5000
JILSON S. DIENSTBIER R.R. #1, BOX 247 WYMORE NE 68466	\$5000	WILSON S. DIENSTBIER R.R. #1 BOX 247 WYMORE NE 68466	\$5000	IRENE H. DIENSTBIER R.R. #1 BOX 247 WYMORE NE 68466	\$5000	DIETRICH LAW CORP. MONEY FCM FENS TR 7/16/76 1175 W. SHAW AVE. FRESNO CA 93711	\$5000
MICHAEL & ANN DISENHARD 3515 BURNING LITTLE LEVELAND TN 37211	\$15000	FRANK & MARGARET DILLENDER 120 WILKER DRIVE SHELBY MOUNTAIN TN 37377	\$20000	DREW & OPAL DILLON 310 ROSE HILL CIRCLE STAUNTON VA 24401	\$10000	BARBARA G. DINDALE 1621 DEVOE DRIVE LINCOLN NE 68506	\$5000
BARBARA G. DINDALE 1521 DEVOE DRIVE LINCOLN NE 68506	\$5000	GIC/CHARL A. DISKUP P.O. BOX 4963 WILMINGTON DE 19899	\$30000	DIVERSIFIEN SYSTEMS FET SANG FAUL S. BRUNNENFEE 689 CRAIG RD., STE. 21 ST. LOUIS MO 63141	\$10000	BRUCE D. DIXON 2750 SOUTHINGTON ROAD SHAKES HEIGHTS OH 44122	\$25000
J. & P. CONC. FLOODS, INC. PP. RET. TR. 1/10/79 15211 LUDON STRESS CA 90603	\$10000	J. WINONA DORSON 8428 KENNEL DRIVE 14 CITRUS HEIGHTS CA 95610	\$6000	FIC EDWARD C. DORRING IFA 109721-001 444 SHERMAN STREET DENVER CO 80203	\$5000	ALETHA C. DOMANN 301 G STREET S.W. #815 WASHINGTON DC 20024	\$15000
MARY DONAHUE, C/F PACHEL 2017 EDGEFAIR CT. DUNBAR MD 20854	\$10000	MARY DONAHUE, C/F LAMKIE 12017 EDGEFAIR CT. DUNBAR MD 20854	\$10000	EARL & GLADYS DONALD 3837 HENALL MEMPHIS TN 38111	\$35000	NORMAN & EUTH DONALDSON 13618 FAYSHA DRIVE WHITTIER CA 90602	\$7500
CHLEY FIFE & SUPPLY P. SHFG TR. A.W. SHURTLAND/TTEE 1401 N. BRUNNEN ST. LOUIS MO 63147	\$15000	MARY F. DONOHUE 12017 EDGEFAIR COURT DUNBAR MD 20854	\$20000	WILLIAM & ETHEL DOYLE 28 SUNSET COVE PEOPLE BEACH VILLAGE FLAGLER BEACH FL 32036	\$15000	FIC T/F IRENE DOYLE IRA DTB 8/11/80 1110683-001 444 SHERMAN DENVER CO 80203	\$1500
MS. HELEN L. DOWNSHIP 124 AMERICAN RIVER DR. SACRAMENTO CA 95825	\$5000	BEVERLY L. DOWNSHIP 194 DEAN COURT VENTURA CA 93003	\$5000	HILAND R. DRAVES 602 FRONT STREET BURLINGTON VT 53105	\$10000	TIMOTHY AND PATRICIA DREISBACH BEDFORD ROAD LINCOLN MA 01773	\$2000
MARJORIE R. DREW 7 BOURNE STREET LEAFDALE MA 02166	\$5000	ALCENE G. DRIGGS 1301 S. MAIN WAY DENVER CO 80231	\$10000	DOROTHY R. DROWN 117 ALU-FW DEFACE SPRINGFIELD MA 01189	\$10000	J. ROSCOE DRUMMOND 2237 HELEAN DRIVE OLDE BURNHAM SQUARE MC LEAN VA 22101	\$10000

MARGUERITE & HENRY DULIN 390 SAN FRANCISCO WAY SAN FRANCISCO CA 94127	15000	WARD C. DUNLOP 4950 W. RICHARD ROAD FOX POINT WI 53217	15000	ADLINE & ALBERT DUPEE 1433 HAYLWOOD RD. FLEASANT CA 94566	110000	BESSIE BURDEN, CUST. FBO J. D. BURDEN UGMA 3314 HICKORY HILL RD. #B MEMPHIS TN 38138	1100
BESSIE BURDEN, CUST. FBO J. D. BURDEN UGMA 3314 HICKORY HILL RD. #B MEMPHIS TN 38138	110000	BESSIE BURDEN, CUST. FBO K.L. BURDEN UGMA 3314 HICKORY HILL RD. #B MEMPHIS TN 38138	110000	BESSIE BURDEN, CUST. FBO K.L. BURDEN UGMA 3314 HICKORY HILL RD. #B MEMPHIS TN 38138	110000	BESSIE BURDEN, CUST. FBO K.L. BURDEN UGMA 3314 HICKORY HILL RD. #B MEMPHIS TN 38138	1100
FTC/TRE/GENE E. EAKER 1500M #101791-001 4/17/79 444 SHERMAN ST. DENVER CO 80203	15000	H. DAVID AND ELIZABETH EASON 8370 WOODHURST LANE HONOLULU HI 96840	110000	RUTH H. EASTMAN 47 BRON TRAIL ROAD BREWSTER MA 02631	110000	LLOYD W. EATON P.O. BOX 418 LUNA ID 83634	1200
FTC FOR OTTO P. ECHELT 16A 102239-001 444 SHERMAN STREET DENVER CO 80203	110000	FTC/JOHN C. ECKMAN 1500M 12/27/79 #108084 444 SHERMAN ST. DENVER CO 80203	120000	P.C. & HELEN ERENHOLM 2952 44TH WEST SEATTLE WA 98199	15000	HELEN EHRET 3302 TEMBROOK DRIVE SACRAMENTO CA 95825	1700
ELEANOR ISLAND 1500M 12/27/79 #108084 444 SHERMAN STREET DENVER CO 80203	110000	DAVID ERBERG, CUST. FBO J. D. BURDEN UGMA 3314 HICKORY HILL RD. #B MEMPHIS TN 38138	15000	MARGARET K. ELLIS 2037 27TH AVE. N.E. SEATTLE WA 98115	110000	DR. DR. JOHN C. ELLIS 2037 27TH AVE. N.E. SEATTLE WA 98115	1600
MRS. ELLIS & SHERFILL FARM, ASSOC. FENS. TR. 3/12/72 4802 14TH AVE. CHATTANOOGA TN 37404	15000	EMILY O'LEARY, CUST. FBO J. D. BURDEN UGMA 3314 HICKORY HILL RD. #B MEMPHIS TN 38138	110000	GRACE H. ENYEN 106 C. WESTGATE CIRCLE WINSTON-SALEM NC 27106	120000	WILLIAM & BARBARA ENDE 7700 SOUTHCLIFF DRIVE FAIR OAKS CA 95628	1100
MILLER W. ENGEL 2532 N. 124TH ST. #246 MAULATOSA WI 53226	110000	CLAIRE ENGELSON 2204 EAST 8TH STREET DARIEN CA 95616	15000	ELEANOR J. ENO 3210 SHERIDAN BLVD. LINCOLN NE 68502	15000	HENRIETTE L. ENYATTEE ECOTECH INC. FENS. TR. 2/3/75 P.O. BOX 257 KINGSVILLE MD 21087	1500
LOUISE W. EYER, CUST. FOR A. J. EYER UGMA/UGMA 14353 WINIFREEN CHESTERFIELD MO 63017	11000	LOUISE W. EYER, CUST. FOR A. J. EYER UGMA/UGMA 14353 WINIFREEN CHESTERFIELD MO 63017	11000	LINDA RAY ERVIN 1513 WESTWOOD PELLA IA 50219	15000	F.B. & HELEN ESTY, TTEE ESTY FAMILY TRUST STD 7/14/80 7102 VILLAGE #7 CAMARILLO CA 93010	11000
DANA R. EVANS 374 E. P. ELLIPS, #120 SCOTTSDALE AZ 85257	15000	ADA C. M. EVANS 1115 WILSON ROAD CHAUNIN FALLS OH 44022	110000	PHILIP & VING EVERSON WYMOKE NE 68466	110000	FAIRVIEW VET. CLINIC, INC. TR 11/15/75-HUMBLEY 470575310 R11 BOX 118 LEXINGTON NE 68850	1500
HELEN R. FANSLER P.O. BOX 1102 STANTON VA 21401	110000	LA VERNE & VIRGINIA FANSLER RURAL ROUTE 3, BOX 110 RED WING MN 55066	15000	JAMES K. FAULSTICH 700 7TH ST., S.W. #519 WASHINGTON DC 20024	15000	MARGARET R. FEDERLIN 1408 BRYANT ROAD CHERRY HILL NJ 08003	1500
SARAH W. FEGAN 2532 N. 124TH ST. #246 MAULATOSA WI 53226	120000	CHARLES & EUPHIE FEHLING N69 W13234 HIGHLAND DRIVE WINDYBROOK FALLS WI 53091	15000	DOROTHY V. FEIGEL W/ A. NEWELL & G. NEWELL 1206 NANCY JO PLACE GLENDALE MD 63122	15000	VALERIE DELBANE FERNANDEZ 6867 GULF CREST DRIVE #9 SAN DIEGO CA 92119	17000
LUIS AND BLANCA FERNANDEZ 2707 W. 13TH ST. TOPEKA KS 66604	15000	JOHN FERNBACH, CUST. FBO J. D. BURDEN UGMA 3314 HICKORY HILL RD. #B MEMPHIS TN 38138	13000	JOHN D. FERRIS 18019 SKYPARK CIRCLE SUITE C IRVINE CA 92714	110000	OMER A. FICKE 10816 WALNUTWOOD WAY RANCO CORDOVA CA 95670	11100
GARY & RUTH FIELDS 1923 MAPLE GLEN ROAD SACRAMENTO CA 95825	110000	FTC/ROY W. FILEGER 16A 102239-001 444 SHERMAN ST. DENVER CO 80203	110000	FTC/J.H. FILICE U/1 J.H.F. REOGH #101246-001 444 SHERMAN ST. DENVER CO 80203	110000	JOSEPH & ROSALIE FINKE 7943 MADISON DRIVE ST. LOUIS MO 63133	18000
ANNE G. FISHER 71 MOUNT VERNON STREET WEST ROXBURY MA 02132	112500	CATHERINE W. FISHER 6400 WILCHESTER CIRCLE RICHMOND VA 24225	130000	G. SEYMOUR & MYRTLE FLEMING 1318 SAN IGNACIO LANE FORT ST. LUCIE FL 33452	15000	JACK & M. JOAN FLETCHER 7780 SPRING HILL ROAD INDIANAPOLIS IN 46260	1500
BEVERLY FLORIDA 7300 TREASURE HILL #803 LITTLE ROCK AR 72207	15000	VALENTINE F. FLORID 6262 SOUTH ROUNDHILL DRIVE WHITTIER CA 90601	15000	JOHN & BARBARA FOCHT 1564 E. IOWA AVE. ST. PAUL MN 55106	110000	FTC/WALTER LOU FORTNER IRA 8/11/80 #110691-001 444 SHERMAN ST. DENVER CO 80203	17000
LE BARON R. FOSTER 634 PROSPECT AVE. PRINCETON NJ 08540	15000	JOHN FOSTER, CUST. FOR C. FOUNTAIN 130 S. BRISTOL CLAYTON MO 63105	14000	WYOMING F. FOWLES 107 FOREST PINES DRIVE EAST DENNIS MA 02641	110000	DONALD J. FRAGALE 8411 FINLAY COURT SPRINGFIELD VA 22153	11000
FRANK & ASSOCIATES, INC. PRT 5845 TR 3321 FAIRHAVEN LANE CINCINNATI OH 45237	15000	JANE E. FRANK 225 F CHAPEL RIDGE HAZELWOOD MO 63042	15000	ELAINE K. FRANK 17833 133RD COURT SUN CITY WEST AZ 85375	110000	BEAULAN FRANKEL 4218 VENETA DRIVE STUDIO CITY CA 91604	11500
PAUL & FAYTHE FRANKFURT P.O. BOX 318 HANITOWISH WISCONSIN WI 53145	15000	FTC/JAMES E. FRANKLIN 16A 102239-001 444 SHERMAN ST. DENVER CO 80203	110000	DONALD & MYRTLE FRASER 10602 SALEN DRIVE SIEM CITY AZ 85351	110000	LOUISE FRAZIER GLAVES OF BOCA RATON 21291 ANAKIA KEAL BOCA RATON FL 33433	11000
CATHERINE A. FREDERIC 2853 OAKRIDGE RD. N.W. WASHINGTON DC 20009	110000	CAPITOL BLDG. OF COMMERCE, T/F FEDERAL RESERVE BLDG 3/15/78 324 CAPITOL MALL SACRAMENTO CA 95814	125000	METRO TRUST, C/F J.F. FREE IRA 8/11/80 #110691-001 222 S. CENTRAL AVE. ST. LOUIS MO 63105	15000	ANDREA J. FRIEDMAN 2014 N.W. 59TH #3 SEATTLE WA 98107	1500
SAUL & LYNN FRIEFELD TRUST 10/11/74 1330 4TH STREET BROOKINGS SD 57006	120000	MARIE J. FRIEND 4110 CHIMMURE FWP. #6 SUN DILGO CA 91105	110000	MATL BANK OF S. DAKOTA, T/F DR. FRILSS #6-10 P.O. BOX 1308 SIOUX FALLS SD 57101	110000	GEORGE & JEAN FRIEDUX 1412 ELSBORN CIRCLE CARRICHAEL CA 95608	1500
VIRGINIA FROSLIE 104 15TH AVE. #5. FROSLIE SD 57006	15000	DOROTHY M. FRY 4841 BUCKLE RD. SPRINGFIELD OH 45503	110000	THOMAS & GLORIA GARLER 8911 SANTA GERTRUDES WHITTIER CA 90603	15000	ADELAIDE R. GAFFE 916 EDGEWOOD COLUMBIA MO 65201	1500
ADELAIDE R. GAFFE 916 EDGEWOOD COLUMBIA MO 65201	15000	JACK R. GALL 4210 BIRCHWOOD LANE CINCINNATI OH 45241	110000	A.C. GALLAGHER 340 N. ANN DRIVE ROUND MN 55364	130000	DR. JUDITH GALLANT 2518 WALNUT ROAD N.W. OLYMPIA WA 98502	1500
WILLIAM & ELIZABETH GALLOWAY 1435 COLLEEN LANE MELGAN VA 22101	125000	WILLIAM J. GALLOWAY, CUST. FBO J. D. BURDEN UGMA/UGMA 1435 COLLEEN LANE MELGAN VA 22101	110000	FRANK & DOROTHY GEHRIG 1413 S. WILKINSON DR. MILWAUKEE WI 53151	110000	DUANE & LAVELLA GELSTER 1128 ESTATES DR. HAPA CA 94258	11000
FTC/JOAN S. GAY P.O. BOX 3943 WILMINGTON DE 19899	115000	CLARENCE & DORIS GEBERS P.O. BOX 84 BRON NE 68225	110000	FRANK & DOROTHY GEHRIG 1413 S. WILKINSON DR. MILWAUKEE WI 53151	110000	DUANE & LAVELLA GELSTER 1128 ESTATES DR. HAPA CA 94258	11000
ARTHUR & PEARL GEDDIS 130 W. 4TH STREET BRAND NE 68036	15000	FALM & ADETTA GETHMAN ROUTE 1 MORNINGTONE NH 05072	110000	EILEEN MITCHELL GIBBS REVOCABLE TRUST 3/17/78 P.O. BOX 758 COLLIER CA 95713	125000	DOROTHY C. GIBSON 6016 HOWARD RD. RICHMOND VA 23224	11000
M.W. GIBLET TRUST 12/14/67 FANCIETA M. GIBLET, TTEE 218 WASHINGTON BIRMINGHAM MI 48009	175000	ELIZABETH S. GILE 1274 W. W. FUNK DR PRINCE PHOENIX AZ 85023	110000	ELIZABETH S. GILE 1274 W. W. FUNK DR PRINCE PHOENIX AZ 85023	110000	BETTYE J. GILL 1515 SOUTH J. BAYIS HWY #905 ARLINGTON VA 22262	1500

FTC/T/F DAVID GILLESPIE 444 SHERMAN ST. DENVER CO 80203	135000	WILLIAM & JANE GILLIAT 120 VINE ST. VACAVILLE CA 95638	110000	JERILL M. GILMER 1409 LYLE AVENUE STAUNTON VA 24401	15000	DEG11/WILLIAM A. GILSTER P.O. BOX 8983 WILMINGTON DE 19899	15000
GRACE MEXCER GINN 14 81/2 LANE RICHMOND VA 23226	120000	G.L. INC., P.O. GREENE, P.FES. MAYFAIR SUHANE TRUP. BLDG. DUENSBROOK NY 42301	125000	RAI/ROBERT G. GLOVER IRA 9/26/80 WEAVER 1400 S. ORLANDO AVE. FL-1 WINTER PARK FL 32789	14500	BEATHA GOLDMFRG 13772 N.E. 60TH STREET #185 REDBOND WA 98052	12500
FRANK GOLDEN 3331 NORTH COTNER LINCOLN NE 68510	110000	FTC TTEE/F ALLEN GOLDMAN NEEDM 1092540-001 444 SHERMAN STREET DENVER CO 80203	110000	KEI ACCTS/MARTIN GOLDMAN IRA 9/15/80 1400 S. ORLANDO AVE. FL-1 WINTER PARK FL 32789	13000	KATHRYN M. GOLDSMITH 2500 WISCONSIN AVE., N.W. WASHINGTON DC 20007	11000
REBECCA C.Y. GONG, CUST. FOR S.L.P. HONG HING 1196 1/2 GORINGTON BRIDGEWATER NJ 08304	13000	REBECCA C.Y. GONG, CUST. FOR S.L.P. HONG HING 1196 1/2 GORINGTON BRIDGEWATER NJ 08304	13000	FTC/T/F HERBERT GOODMAN IRA PLAN #109450-001 444 SHERMAN ST. DENVER CO 80203	11500	MEG GORDON TRUST 1/12/77 5801 WORCHESTER CHICAGO IL 60637	11000
ATHLEEN M. GOFSKI 1 JEFFERSON ROAD MELROSEVILLE MA 01824	120000	EDNA M.K. GOULD, TTEE PROPERTY TRUST 12/15/76 551 FOOTHILL ROAD STAMFORD CA 94305	115000	EDNA M.K. GOULD, TTEE R. GORDON TRUST 12/15/76 551 FOOTHILL ROAD STAMFORD CA 94305	110000	HARRY H. GRACE, III 546 W. DEMING CHICAGO IL 60614	1700
MARK & RUTH GRADY 1704 FEEVES ST. WINCHESTER VA 22601	120000	ALBERT & FLORENCE GRAHAM 1025 FRELAME ST. LOUIS MO 63126	110000	MARY GRAHAM 2302 TURINSKY STREET MARYSVILLE CA 95901	110000	HERSCHEL GRAHAM 1657 SOUTH COTNER LINCOLN NE 68510	11000
HOWARD & DOROTHY GRANGER 1771 VIA VERIANA SAN LORENZO CA 94580	15000	HELEN & HOWARD GRANGER, T/F HELEN GRANGER TR 4/21/80 1771 VIA VERIANA SAN LORENZO CA 94580	120000	ANN & A.L. GRANT 3745 S. LAKEVIEW STREET LITTLETON CO 80120	110000	JOHN & DENRA GREEN 495 ARGYLE BIRMINGHAM MI 48009	1500
MELVIN P. GREEN 1032 VIRGINIA NATL. BK. BLDG WOLFOLA VA 23510	15000	MTC/FRANK N. HELEN, SEPP 222 S. CENTRAL AVE. ST. LOUIS MO 63105	12000	HEI TR CO T/F FRANK GREEN, SEPP 222 S. CENTRAL AVE. ST. LOUIS MO 63105	17500	DAVID GREENBERG 1575 ORK ST. #32 EVANSTON IL 60201	1500
MARGARET E. GREENFIELD 2128 N. FRI #4 ST. PAUL MN 55113	17000	MIMI STEPHANIE CHEVREUIL, INC. FRI SHM. TR 4/1/81 1450 WOODSTOCK AVE. ANN ARBOR MI 48120	140000	ELLEN S. KRIFEE 8809 STARFORD ANN ARBOR VA 22003	15000	CHARLES & DOROTHY GRIFFIN 2319 NORTH TERRACE LANE AGUIA CA 91301	11000
ELEANOR B. GRIFFIN 1900 16TH STREET N.W. WASHINGTON DC 20011	15000	FTC/VERNON E. GINN IRA KOLLEVIN 10/17/79 444 SHERMAN ST. DENVER CO 80203	15000	TEL GRP CORP FAPT. SHAG. TR. 9/30/72 601 PLEAS STREET GRAFTON WI 53024	15000	RONALD & MAE GRONEMEIER 3760 HILLWAY DRIVE GLENDALE CA 91208	11000
GEOFFREY CROSS, T/F TAR PEN PL JEFFERSON PILOT 5/17/79 5301 F. ST. #308A SACRAMENTO CA 95819	15000	EMIL & EMMA GUIA 1990 WEA. UNIT 17 DRIVE FAIRVIEW ILL. OH 41126	110000	JOAN & ROBERT GUILDFOYLE 3447 HILFVIEW DRIVE HAZEL CREST IL 60429	15000	ROBERT & SHARON GUNN 5301 S. UNIVERSITY AVE. CHICAGO IL 60615	1500
MARIE E. GUYENATOR P.O. BOX 1575 RICHMOND VA 23213	135000	MARIE E. GUYENATOR, CUST FRO E.M. GUYENATOR 11 1/2 LANE RICHMOND VA 23226	15000	MARJORIE M. HAASE 46 TROUT FORD LANE #1 BOSTON MA 02631	110000	HARUMI HABUDOS PENSION TR. 8/18/77 4010 KAMEL WAY SACRAMENTO CA 95825	12150
MARIE HAGOPIAN 8410 ORDINARY WAY ANN ARBOR VA 22033	120000	MARIE & MURIEL HAGOPIAN, TTEES ORDINARY WAY HAGOPIAN 8410 ORDINARY WAY ANN ARBOR VA 22033	120000	MARGARET L. HAHN 1535 NORTH HIGHLAND AVENUE FULLERTON CA 92635	15000	GEORGE & JUNE HAINES 494 PLAZA ESTIVAL SAN CLEMENTE CA 92672	1500
LOUIS P. HAMBUECHEN 828 SUNSET AVENUE EVANSVILLE IN 47713	15000	EDWARD A. HANFF FPO #2 BOX 6 MELBAIR KNOXING IN 48113	17500	RICHARD & FLORA HANBLEY BOX 96 SULEBARD CA 93460	120000	FTC/T/F WILLIAM B. HANKINS 1211680-001 444 SHERMAN ST. DENVER CO 80203	1600
JOHN & ANNE HANNA 1401 SAN JUAN DRIVE PUEA CA 94621	110000	M.F. & EVELYN HANSEN 14731 OAK LANE LINCOLN NE 68162	17500	HOKORU HARA 3200 S. MASSACHUSETTS SEATTLE WA 98144	110000	KATHERINE K. HARDECK 1511 NUUANU PRINCE 106 HONOLULU HI 96817	1500
CHARLES & ESPA HARDEH 1749 CHESHIRE BRIDGE RD., N.E. ATLANTA GA 30324	15000	KATHERINE G. HARDIN NEWSLEAD FARM UPPERVILLE VA 22176	15000	KATHERINE G. HARDIN NEWSLEAD FARM UPPERVILLE VA 22176	15000	JUDITH A. HARMISON 4932 SENTINEL DR. #304 BETHESDA MD 20016	1500
ELEANORE B. HAKLAND 215 CHASSELLE LANE ST. LOUIS MO 63141	120000	THOMAS A. HAKMAN 1700 4TH & BRANCHARD BLDG. SEATTLE WA 98101	110000	WILLIAM & THELMA HARMON 21220 113TH S.E. KEAT WA 98031	132000	DONALD L. HARPSTER 4401 SO. 27TH APT. E-19 LINCOLN NE 68512	1500
DONALD L. HAFSTER 4401 S. 27TH SE-19 LINCOLN NE 68512	15000	CLIFFE & HELEN HARRIMAN 5715 CAL COURT CITRUS HEIGHTS CA 95610	110000	MUR/HANNAH HARRIS ACCT. 249-23767-0-53 1200 3RD AVE. SAN DIEGO CA 92101	170000	LESTER & BARBARA HARRIS 8066 CALIFORNIA AVENUE WHITTIER CA 90602	1550
JOSEPH L. HARRIS 1802 E. SOUTHERN PHOENIX AZ 85040	15000	MARGARET C. HARRIS 15471 ORCHIL AVE UNIVE BARTON RD 20760	110000	VICKI L. HART 10428 HADLOW ROAD, S.W. TACOMA WA 98499	15000	CECIL E. HATFIELD P.O. BOX 189 FALLS CITY NE 68355	1500
JEANNE G. HAUGHTON 4827 ALPHAJUN AVE. JACKSONVILLE FL 32210	125000	BARBARA M. HAVILAND 1504 WILLIAMS DRIVE WINTER PARK FL 32789	15000	DONALD E. HAWLEY, MD, INC. PREF SHAG PL 250 WILLIAM HOWARD TAFT RD. CINCINNATI OH 45219	110000	RICHARD S. HAY 2825 PALCERA DRIVE LINCOLN NE 68502	11000
JOHN & PATRICIA HAYEK 1215 CERRA ALBERT LEA MN 56007	15000	JOHN & BETTY JO HAYES 8117 LA RIVIERA DRIVE SACRAMENTO CA 95826	110000	MARY SUE HAYES 555 FIERCE STREET #803 ALBANY CA 94706	15000	BETTY D. HAYNES 10201 GROSSVEHOR PLACE #1409 ROCKVILLE MD 20852	1850
ROBERT W. HEATHCOTE P.O. BOX 2527 CALIFORNIA CITY CA 91305	110000	HEATON & TAMM, M.D., P.A. FAPT SHAG PL & TR 3501 COMFULT. DR. RM 200B KATY OH 27609	110000	HEALD & JEANNE HEGER 36 HINGGATE FORD ST. LOUIS MO 63132	15000	ADELAIDE G. HEGER P.O. BOX 416 PT. RICHMOND CA 94807	11500
ELEANOR M. HEIDEMAN 15505 WILLOW CIRCLE ST. LOUIS MO 63127	15000	LENA & PARRY HEIGELMANN 5715 CALIF. COURT FAIR OAKS CA 95628	15000	CLINTON & ALICE HEIMBACH 1100 HILDMO LANE RALEIGH NC 27607	15000	BORIS F. HEINERMAN 1107 21ST STREET SACRAMENTO CA 95818	11000
RUTH M. HELLER 2750 DEAN PARKWAY #1703 MINNEAPOLIS MN 55429	120000	J.S. HEPPERSON C/O THOMAS J. WELLS 443 1/2 WYOMING AVE. CLEVELAND CA 91740	110000	MARY C. HENNUM P.O. BOX 501 EDMUNDS VA 98020	110000	FRANCES HEERSTMAN 23420H SUNSET CROSSING ROAD DIAMOND BAR CA 91763	11000
MILLEGARDE HEFFURTH 1700 RUSSELL ROAD ALEXANDRIA VA 22301	110000	MARCELLE F. HEFFORD 208 SHERBEEF AVE. RICHMOND VA 23226	110000	JAMES & MARIE HEKOUT 1638 SOUTH HARVEY AVENUE BERMUN IL 60402	15000	ROBERT & THELMA HEFRICK 1187 CARLEBAD PLACE VENTURA CA 93003	11000
MARIE HEFFMAN 10933 BALBOA DRIVE SAN DIEGO AZ 85321	15000	WESLEY & CHRISTINE HESTER 717 WINDWAY PARK DRIVE SAN DIEGO CA 92119	15000	MARY & LANCY HEVERLY 2900 W. PENSINGTON STREET ARLINGTON VA 22207	15000	MATSUE HIGA D O D SCHOOLS-SEDOUL BOX 57 SAN FRANCISCO CA 94301	1500

FTC/ROBERT P. HIGA BLVD IRA 9-13-79 802195-001 444 SHERMAN ST. DENVER CO 80203	15000 EDWARD L. HILDREW C/O GEORGE E. HILDREW 1322 EDGEWOOD DRIVE HUNELSTOWN PA 17036	13000 FOREST B. HILL TRUST 7/1/71 7101 OXFORD MINNEAPOLIS MN 55426	17500 FTC/DORLAN R. HILL IRA 851050-001 444 SHERMAN STREET DENVER CO 80203	13000 CLARENCE & LATHAIME WELLMAN CANDIA SD 53321	14000 HEARST NIMMIN 1100 SUFFOLK COURT LOS ALTOS CA 94022	15000 PHILIP I. VY HO 1420 10TH AVE. HONOLULU HI 96816	110000 BARBARA A. HODGE 223 NORTH MAIN STREET HENDERSON KY 42420	15000 STEPHAN L. HODGE 223 NORTH MAIN STREET HENDERSON KY 42420	15000 MRS. SYRILLE S. HODGE 223 NORTH MAIN STREET HENDERSON KY 42420	15000 WILLIAM GRAY HODGE 223 NORTH MAIN STREET HENDERSON KY 42420	15000 ROBERT M. HODGE, M.D. 223 NORTH MAIN STREET HENDERSON KY 42420	15000 NAOMI F. HOFFMAN 11413 COUNTY HIGHWAY F RINGCOUA WI 54048	110000 DORALD & JEANINE HOFFMAN POLK NE 68654	15000 DORALD HOFFMAN POLK NE 68654	150000 FTC/T.F. DAFOLD HOFFMAN 113110-001 444 SHERMAN ST. DENVER CO 80203	15000 MARY C. HOFFER 401 CENTER HUGH 431 CENTERFIELD AVENUE CENTREVILLE MD 21617	110000 CLAUDIA D. HOLLERFIELD 1513 GOVERNOR'S WHARF SUFFOLY VA 23432	15000 CLAUDE & ALICE HOLLAND 3812 CEDAR ROAD #14 REDDING CA 96001	15000 HELEN K. HOLLEY C/O THOMAS HOLLEY 1877 HILLSDALE DRIVE TWINBURG OH 44087	15000 MARY B. HOLLOWAY 1114 SHERMAN ROAD ALEXANDRIA NC 27608	15000 OFLEAM K. HOLSINGER 108 ROSE HILL CIRCLE STAUNTON VA 24401	110000 FOREST E. HOLSINGER P.O. BOX 2186 STAUNTON VA 24401	110000 JAMES T. HOMETCUTT 71 LONGFELLOW LAKE LITTLE ROCK AR 72207	110000 FTC/T.F. J. HAL HOPSON OFT APENAS CLIMIL 1090055-001 444 SHERMAN ST. DENVER CO 80203	15000 AUGUST L. HORNAY 101 ACACIA STREET SAN FRANCISCO CA 94131	120000 ANN K. HORNAK 2219 LUBINGTON AVE. WAUKATOSA WI 53226	150000 FTC/T.F. HOLLERMAN 892615-001 OFT HOLLERMAN & HUBBARD ALDOH 444 SHERMAN ST. DENVER CO 80203	15000 JERRY T. HURLAND 2113 WILSON CIRCLE COLUMBUS STRINGS CO 80917	120000 PAUL & CAROL HUANG 109 RAYFIELD AVE. VALHARTSD IN 46383	120000 JACK W. HURBARD 2400 SOUTH WARD AVENUE CAUTHERSVILLE MO 63830	15000 JERRY M. HURBARD 7495 SOUTH WARD AVE. CAUTHERSVILLE MO 63830	15000 ALLEN M. HURSON 114 CENTERFIELD DRIVE #2 WALNUT CREEK CA 94595	110000 MARY LEE HUFF 5215 SOUTH LAND PARK DR. SACRAMENTO CA 95822	15000 RAYMOND & HELEN HUMES 811 EAST ANGELEND AVENUE RUBEN CA 91501	15000 S.F. DE OLIVEIRA & J. HUMMELGA 330 WINDOSA GLEN ELLYN IL 60137	15000 MAEJUNIE H. HUMPHREY 504 65th STREET WINNETKA IL 60093	120000 HERBERT & LOIS HUNN ROUTE 1, BOX 423 CLARESBURG CA 95612	110000 SARAH M. HYDE 3505 DUFF DRIVE FALLS CHURCH VA 22041	150000 MARJORIE INLE 4750 RIVERSIDE BLVD. SACTO CA 95831	120000 GIC/MARILET M. INGRAM P.O. BOX 8943 W. IRVINGTON DE 19899	110000 L. GLEN IRWIN 614 NORTH 10TH STREET WYMORE NE 68466	15000 LUCILLE IRWIN 614 NORTH 10TH STREET WYMORE NE 68466	120000 SIDNEY L. IRWIN 3204 THIRTEEN COLONY HALL #1 MEMPHIS TN 38118	120000 LOUIS F. ITEN 1275 GULF SHORE BLVD. MAPLES FL 33940	130000 EOBERT L. JACK 4720 N. 7TH ROAD ARLINGTON VA 22203	115000 MARY ELIZABETH JACKSON 999 WILDER AVENUE #203 HONOLULU HI 96822	110000 ARTHUR J. JACOBSON, MD FRTY SHRG PLAN SUBS. TR. 12/7/70 ROUTE 1, BOX 442 RINGCOUA WI 54048	110000 LLAN H. JACOBSON 141 GAGE AVE. ELMHART IN 46516	110000 BOK & JUNE ELLEN JAMES 420 WEST B STREET WYMORE NE 68466	15000 LEIGH JOLENE JAMES 307 SOUTH 8TH STREET WYMORE NE 68466	110000 THOMAS & FRANCES JAMES BOX 485 UNIVERSITY MS 38677	15000 GLOVER E. JAMES, JR. 207 SOUTH 8TH STREET WYMORE NE 68466	15000 FTHEL W. JANNEY 5003 NEWPORT AVE., N.W. WASHINGTON DC 20016	15000 FREDERICK E. JANNEY 5003 NEWPORT AVE., N.W. WASHINGTON DC 20016	15000 ETHEL Y. JEAN-CUST. FDR PLAN PLAN 4531 WASHINGTON DR., S.E. MONTGOMERY AL 35801	120000 AUDREY & JOSEPH JENNIHOS 1024 WASHINGTON ROAD GRADSE PTE. MI 48230	15000 FTC/T.F. JOSEPH JENNETTE, JR. 120704-001 444 SHERMAN ST. DENVER CO 80203	17500 PRISCILLA M. JENSEN 64 SULLIVAN DRIVE MORAGA CA 94556	15000 JOAQUINA CALVO JENSEN 909 NEPTUNE DRIVE TUBA CITY CA 95991	120000 FTC/JAMES W. JERDUSEK LEONH 1093047-001 444 SHERMAN STREET DENVER CO 80203	15000 NILFRED JOHNS 4312 COMSTOCK AVE. WHITTIER CA 92601	16000 GAIL M. JOHNS 2220 SOUTH OCEAN BLVD. DELRAY BEACH FL 33444	110000 NORMAN & SANDRA JOHNSON 1007 W. WASHINGTON AVE. FULLETON CA 92631	120000 JOHN E. JOHNSON 177 WINDMILL DRIVE ROCKVILLE MD 20854	125000 MAURICE & PHYLLIS JOHNSON ROUTE 2, BOX 3 BRANHAM MN 55906	110000 PHYLLIS HUGHES JOHNSON 164 GIBSON AVENUE DEERFIELD PLANTATION MYRTLE BEACH SC 29577	120000 THOMAS & SANDRA JOHNSON, FTE JIA 10/28/70 FDR P.S. JOHNSON 148 ELCREST DR. FALLS CHURCH VA 22041	120000 MARCELETTA P. JOHNSON P.O. BOX 151 CAPTIVA ISLAND FL 33924	125000 RORERT D. JONES 1KA FK ID 49-1609927 9130 COMMONWEALTH AVE. JACKSONVILLE FL 32220	16500 LYLE & DORIS JONES 4617 GRASSBRIDGE ROAD LINCOLN NE 68512	15000 JEMMY LEANNE JONES 4815 GRASSBRIDGE ROAD LINCOLN NE 68512	15000 1ST NAT B & T LINCOLN/E JONES TRUST 10/07/61 1712 FIRST NATIONAL BANK BLDG. LINCOLN NE 68508	142500 D. CURLEFF & W. JONES 908 WHITEHALL RD, 17F CHATTAHOOGA TN 37405	150000 FTC/ROBERT U. JONES 1KA RLV 10/3/80 103926-001 444 SHERMAN ST. DENVER CO 80203	110000 MARTHA BARNEY JONES 11 WINDLAND DRIVE STAUNTON VA 24401	15000 SYLVIA S. JONES BOX 103 TULLAHOMA TN 37168	15000 JEAN CLARK JONES 3701 MASSACHUSETTS AVE., NW WASHINGTON DC 20016	110000 FTC/ASHLEY J. JOYNER IRA 1100350-001, 4/30/80 444 SHERMAN ST. DENVER CO 80203	110000 GEORGE & ALICE JUNGST 3721 FETTERST WAFLENT OH 45227	110000 EUGENE AND MARGERY JUNDT 8425 EDEN COURT SACRAMENTO CA 95826	15000 KALIN, MD PRFT SHRG PLAN JOSHUA & MARJETT KALIN, TTEES 523 CAPITOL TRAIL NEWARK DE 19711	115000 KALIN, MD PRFT SHRG PLAN JOSHUA & MARJETT KALIN, TTEES 523 CAPITOL TRAIL NEWARK DE 19711	15000 STAPLEY M. KAMATH 1733 LAMAR BLVD UNIVE RANCHO CORDOVA CA 95870	15000 FRANCISCA KAM 7100 WINDMILL ROAD EMERY CHASE MD 20815	110000 CAROL KAPLAN 5 ALTA CIRCLE MONTEREY CA 93940	115000 FRANK L. KAPNES, JR. & ASSOC. MONEY PURCH. PENS. PLAN TR. 5741 N STREET LINCOLN NE 68510	150000 EDWIN & CHARLOTTE KASTEN 2311 W. WILBUR AVE. MILWAUKEE WI 53221	110000 STAN & SOPHIE KAVITAY 8328 CALVIN AVE. RESEDA CA 91335	15000 KEELING INCORPORATED 130 FIGGE RD. BIRMINGHAM AL 35209	17000 KEELING INC. PENSION TRUST 130 FIGGE RD. BIRMINGHAM AL 35209	110000 ELIZABETH B. KENDE ROUTE 279 PORTMAN MD 21412	15000 JAMES P. KERAUDOH 2442 MOALO PLACE HONOLULU HI 96827	130000 LILLIE K. KERAUDOH 2442 MOALO PLACE HONOLULU HI 96822	120000 FTC/T.F. CHARLES N. KELLER IRA 1109981-001 444 SHERMAN DENVER CO 80203	15000 HERALD J. KELLEY TECUMSEH ME 68450	15000 ELAINE A. KENDALL 5744 WINDMILL VILLAGE SOUTHBRIT CT 06488	110000 HEN ENG HER HTL/KENDRICK P SH TEMPLETON GROWTH 0420000254678 28 STATE STREET BOSTON MA 02106	150000 NEW ENG HER HTL/KENDRICK PENS TEMPLETON GROWTH 0420000254669 28 STATE STREET BOSTON MA 02106	150000 JEAN KENNICOTT 448 COLUMBIA DRIVE LEXINGTON TN 38351	120000 FTC/WILLIAM B. KENYON IRA 7/8/80 110194-001 444 SHERMAN ST. DENVER CO 80203	11500 JUDITH M. KEPPELMAH, CUST. FRYE, T. KEPPELMAH 175 N. BEACON ST. HARTFORD CT 06105
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JOANNE RERR 871 W. DANKALE CHICAGO IL 60657	15000	KATHLEEN P. MILCARE 98-785 ILIEE STREET AIEA HI 96701	15000	WILMA D. KIMBALL 2221 37TH ST. DES MOINES IA 50310	17500	RUSSELL & GENEVIEVE KINDSCHN 2379 FAIRFIE AVENUE BELLOIT WI 53511	1500
JOSEPH & JOANNA NINGSLEY 89 GARFIELD ROAD BREWSTER MA 02631	110000	JEFFREY & DIANE KLAUSNER 441 ELLIOT AVE. SO. MINNEAPOLIS MN 55417	15000	KAY & SHIRLEY KLEINBERG 6502 STAKSHINE DRIVE HUNTINGTON BEACH CA 92647	110000	SAM KLEINHAN P.O. BOX 396 RONSALL CA 92003	1500
ANN L. KLINE 5400 N. 27TH ROAD ARLINGTON VA 22207	110000	RONALD & MARIAN KLISANAC 5353 SOUTH BALBOA DRIVE NEW BERLIN WI 53151	16000	LARRY & SHARON KLUCK 536 ROCKHURST DRIVE LINCOLN NE 68510	15000	MRS. EDITH L. KNOBLOCK 1522 AUDUBON DRIVE EVANSVILLE IN 47715	11000
ELIZABETH D. ANOX 11404 N. MILLER OKLAHOMA CITY OK 73120	110000	HARPIET E. POESER 4220 SOUTH 14TH STREET MILWAUKEE WI 53221	15000	MARtha KOHLBERG 5270 DANTON STREET SKOKIE IL 60076	110000	DOROTHY ELIZABETH KOOMS 10850 WHITE MOUNTAIN RD. SUM CITY AZ 85351	11000
JARVIS & FUST, T/F M ADELSON 4565 FRO ALLEN ADELSON P.O. BOX 8963 WILMINGTON DE 19899	110000	LESLIE & ORIAL KOUBA 5418 WASHINGTON AVENUE MINNEAPOLIS MN 55410	150000	MARGUERITE YRACHER 241 N. WILCOX AVE. LOS ANGELES CA 90004	150000	VERDIE H. KRAUSE 1403 LEVIN LANE BREHMAN TX 77833	12500
M. IRENE LARORDE 4390 LOCUM LANE #809 ARLINGTON VA 22207	14000	M. IRENE LARORDE 4390 LOCUM LANE #809 ARLINGTON VA 22207	110000	SITA LAETSCH 1254 LEROY BERKELEY CA 94708	120000	GLADYS L. LAFKO 820 ST. LOUIS RD., APT. 232 COLLINSVILLE IL 62234	11100
FENNALEE D. LAFRANCE 3733 EAST 86TH STREET TULSA OK 74133	15000	LYLE W. LAGE GLADBRDOK IA 50635	15000	THELMA R. LAGE GLADPROOK IA 50635	15000	JACK & HEDY LANE 4316 PHENIX STREET MINNEAPOLIS MN 55427	11000
FTC T/F LAWRENCE LAKE LOGN PLAN #104072-001 144 SHERMAN STREET DENVER CO 80203	15000	DAN & LAURA LAMB 6670 N.W. 10TH ST. DES MOINES IA 50313	115000	MARLENE J. LAMBERT 16934 N.E. 16TH PLACE BELLEVUE WA 98008	15000	WALLACE & ERDENE LAMPHERE 30425 STATION A LINCOLN NE 68503	12000
MARJORIE S. LAMFORT 23196 VILLAGE 30 CARROLL CA 93010	110000	KARL & CHARLOTTE LANDGREBE FOREST PARK DRIVE SIGNAL MOUNTAIN TN 37377	150000	ROBERT & MILDRED LARIMER 213 SOUTHAVEN DRIVE MONTICELLO IA 52310	110000	JOHN J. LAROSA, M.D. 1405 SOUTH PINE STREET MELBOURNE FL 32901	125000
LORE LAKSE 300 E. BELLAJARE APT. 6-D CHICAGO IL 60611	110000	DUANE M. LAKSEN 5140 HARRY PLACE KACINE WI 53402	15000	SAMUEL & RUTH LARSON 912 6TH STREET, SOUTH ST. JAMES MN 56081	15000	MARtha MAE LASCHE 4843 50TH N.E. SEATTLE WA 98115	120000
MARtha MAE LASCHE 5843 50TH AVE., N.E. SEATTLE WA 98115	110000	MARY ANN L. LAIHAH 14204 SHELTER LANE MAYHARRET VA 24401	120000	NORMA RUTH LAURER 812 S.W. 11TH STREET GENEVA NE 68361	16000	CERARD & MARY LAUE 5937 S. W. 57TH TOPEKA KS 66605	15000
FTC/WILLIAM A. LAURIE 1AA 103522-001 144 SHERMAN STREET DENVER CO 80203	140000	MILDRED R. LAVADUE 844 ROADWAY SONOMA CA 75476	118000	JOHN LAWTON 5400 NORTH AIA #B-16 VERO BEACH FL 32940	120000	LEBLANC RESEARCH CORP. PFI SHRNG PLAN & TR 3/1/73 6172 POST RD. N. KINGSTOWN RI 02852	17500
MARY L. LEHNHOFF 9908 FOX HILL RD. PERRY HALL MD 21128	15000	LORRAINE E. LEHNHOFF 9908 FOX HILL RD. PERRY HALL MD 21128	15000	HANCY E. LEH 1805 HOLLINGSWORTH DR. MOUNTAIN VIEW CA 94040	110000	JANET W. LENNOX TRUST 11-11-76 2580 BOBHOOSH POINT LANE LACDA FLEMING WI 54538	110000
MR. TERRY LEONG 412 FLORID RD. APT. #46 SACRAMENTO CA 95831	15000	FTC/ROBERT LETKOWITZ TRUST 1207915 444 SHERMAN ST. DENVER CO 80203	16000	PHILIP LEVIN, CUST. FBO/JAYNE LEVIN/UGMA/CT 47 SUKKEY ROAD STAMFORD CT 06903	13000	MATTHEW J. LEVITT 2824 GLENHURST AVENUE MINNEAPOLIS MN 55414	15000
WING & CHUN LAM LEW 4477 MUSTANG ROAD CHINO CA 91710	15000	PHILLIP & DONNA LEWIS 9458 FORREST WOOD GERMANTOWN TN 38038	115000	FTC T/F PHILLIP A. LEWIS FIRST TRUST ACCT. #101483-001 444 SHERMAN STREET DENVER CO 80203	11500	HAZEL F. LIENESCH 5328 LANDAU DR 145 DAYTON OH 45429	110000
JO NEVA LIGHT 504 SHERWOOD LITTLE ROCK AR 72207	15000	JOHN & MARY LILL 712 CONNORCE STREET HAVRE DE GRACE MD 21078	110000	BRUCE M. LINDEN 251 FRANCISCAN DRIVE VALLEJO CA 94590	15000	DORIS LINDLAND, CUST. FBO STUART LINBLAND IL/UGMA 1078 EDGEWOOD RD. LAKE FOREST IL 60045	13000
DORIS LINDLAND, CUST. FBO CHRISTOPHER LINDLAND 1078 EDGEWOOD RD. LAKE FOREST IL 60045	13000	SHIRLEY M. LINK 185 COLBY LANE BOISE ID 83704	110000	DUAN W. LINKER P.O. BOX 433 CLAREMONT CA 91711	15000	CAROLINE A. LISSAK 1187 BLACKBERRY TERRACE SUNNYVALE CA 94086	110000
JOHN R. LITCH 309 VALLEY PLACE CRYSTAL MN 55427	15000	JANE A. LITTLE 400 WASHINGTON GREEN DRIVE SANTA ROSA CA 95405	15000	FTC/M. J. LIVERNOIS KEOGH 101333-001 444 SHERMAN STREET DENVER CO 80203	15000	F. CACHENS AND K. LIVINGSTON 4315 E. HARRISON WAY PHOENIX AZ 85018	112500
JOHN & MARY LUDWIG 1327 ROLLING DARS DRIVE DENVER EAST TN 38117	15000	FTC/WILLIAM C. LOOMACK, TRA P.O. BOX 6963 WILMINGTON DE 19899	15000	THOMAS & ELAINE LOOMIS 1910 44TH S.W. SEATTLE WA 98116	15000	MILDRED A. LOWER 1503 E. ILLINOIS WHEATON IL 60187	15000
RICHARD P. LOWME, CUST. GR. STEPHENNE BETH LOWME 144 WEST JOHN STREET SPRINGFIELD OH 45504	110000	RICHARD P. LOWME, CUST. FOR NYLE DAVID LOWME 144 WEST JOHN STREET SPRINGFIELD OH 45504	110000	NICK & LUCY LUCIDO 3401 FRANKLIN AVENUE GRANITE CITY IL 62040	110000	THOMAS & LOUISE LUDCKE 347 EL CASTILLO SONOMA CA 95476	140000
ROBERT & OLIVE LUERAT 1833 SOUTH 7TH STREET MILWAUKEE WI 53220	110000	FRANCES R. LUMBARD 3830 CATHEDRAL AVE., N.W. WASHINGTON DC 20016	110000	CLARICE M. LUNARS 5901 TRACY AVE. S. EDINA MN 55936	115000	GLORIA M. LUND 215 NORTH PRAIRIE MUNDELEIN IL 60060	15000
MARtha C. LYNCH 194 VISTA DRIVE CAMP HILL PA 17011	110000	GEORGE D. LYNN, CUST. FED. C.A. LYNN UGMA/IA 4118 29TH DES MOINES IA 50310	15000	GEORGE D. LYNN, CUST. FBO I.K. LYNN UGMA/IA 4118 29TH DES MOINES IA 50310	15000	RAYMOND L. LYON 4516 T STREET SACRAMENTO CA 95819	110000
RAYMOND L. LYON 1516 T STREET SACRAMENTO CA 95819	120000	FTC/ROBERT J. LYONS 1AA 127200 #207135-001 444 SHERMAN ST. DENVER CO 80203	13000	CIC PENSION/EDWARD HAAG, DDS ATTN: TRUST DEPARTMENT FIFTH AND MAIN STREETS CINCINNATI OH 45202	150000	EDWARD & ROBERTA MACALMON 410 OAKLAND LANE BURNSVILLE MN 55337	15000
AVID E. MACARTHUR 21 PALM LANE EAL BEACH CA 90740	15000	WILLIAM & VAL MACDONALD 9830 HANZANAR AVENUE DOWNNEY CA 90240	12000	JAMES & JUDITH MACDONALD 1179 CECILY COURT YUBA CITY CA 95991	15000	BERNARD & SANDRA MACH 2831 MINOT LANE WAUKESHA WI 53186	15000
DAVID MACMILLAN 331 VIA CARILLE MONTICELLO CA 90640	15000	HELEN G. MACISAAC 3712 CARLE DRIVE SANTA BARBARA CA 93105	16000	MARGARET P. MACKALL 2721 OUELZ AVE., S. MINNEAPOLIS MN 55405	110000	S.F. PETERS & D.A. HACKIN UW PARA 3 DESLYS DEC'D 411 1/2 S. 11TH ST. #2220 LOS ANGELES CA 90017	125000
S.F. PETERS & D.A. HACKIN UW PARA 3 DESLYS DEC'D 411 1/2 S. 11TH ST. #2220 LOS ANGELES CA 90017	125000	ROBERT & MARY MACLAREN 1603 BUENA VISTA DRIVE SACRAMENTO CA 95825	15000	RONALD L. MADL, CUST. FBO/LUIGI ANN MADL UGMA/ND 242 DOBETH RD. WESTEK GROVES MO 63119	13000	CHARLES A. MADSON, CUST. FBO/KARIN LYNN MADSON 824 PARK AVENUE RIVER FOREST IL 60185	15000

CHARLES A. PARSON, CUST. FBO/LAURA ANNE MADSON 224 PAGE AVENUE KILMER FOREST IL 60305	15000	EUGENE & HELEN MAGERS 178 RIO VERDE DRIVE CALINAS CA 93701	110000	BARBARA NIXON MACUIRE 224 PAGE ROAD NASHVILLE TN 37205	15000	BARBARA N. MADUIRE 224 PAGE ROAD NASHVILLE TN 37205	11000
GLADYS MAHAFFY, CUST. FBO/ANGELA I. MAHAFFY UGTHA 8917 S. CLIDE ST. CHICAGO IL 60617	13000	WILLIAM R. MAHER 1016 FOBIN LANE RACINE WI 53402	15000	MAINTENANCE SUPPLY & FASTNER C 2690 SANDERWOOD MEMPHIS TN 38118	110000	MAINTENANCE SUPPLY & FASTNER C PROFIT SHRNG PLAN 2090 SANDERWOOD MEMPHIS TN 38118	11000
JOHN & MARY MALCOMSON 350 SOUTH PARK DRIVE BAY VILLAGE OH 44140	15000	WILLIAM F. MALONEY 1820 SEVILLA BOULEVARD ATLANTIC BEACH FL 32233	110000	FIC/NICHOLAS MALOOF 4109347-001 444 SHERMAN STREET DENVER CO 80203	15000	ROSE G. MANOS 1250 PARKWOOD DRIVE BURNSVILLE MN 55337	11000
AGNES S. MANSEAU 1409 SOUTH AOFIA STREET ANAHAIM CA 92802	127000	FTC/LAURA MARCELLI IRA BLVR 110072-001 7-3-80 444 SHERMAN ST. DENVER CO 80203	13000	DELIA MARCHILRON 3702 TIENITY RD. DULUTH MN 55811	110000	ANDREW & CAROL MARSCH 744 CRESCENT BOULEVARD GLEN ELLY IL 60137	1500
WERNER F. MARTIN 200 LOVERS LANE CULPEPER VA 22701	1100000	FIC/T/F DECIL MARTIN 1211970-001 444 SHERMAN ST. DENVER CO 80203	126000	NORMAN B. MARTIN 200 LOVERS LANE CULPEPER VA 22701	1100000	MARY ELIZABETH MASON 611 BRETON PLACE ARHOLD MD 21012	11000
ROGER & MELIA MATTHEWS 5000 S.W. NUSS ST. PORTLAND OR 97219	110000	FIC, T/F LEON C. MATTHEWS 1KA 116854-001 DTD 5/3/80 444 SHERMAN ST. DENVER CO 80203	110000	JOAN CARSON MATTHEWS 3111 GARFIELD ST., N.W. WASHINGTON DC 20008	125000	CATHERINE E. MAURER 6304 BLACKWOOD ROAD BETHESDA MD 20034	1500
GEORGE W. MAURER, JR. FEUST 978/72 1043 DAKINOUTH DRIVE WHEATON IL 60187	15000	BYRON & ANN MAYS, CUSTS. FBO M.B. MAYS 500 5TH STREET NEW CUMBERLAND PA 17070	14000	MARLENE F. MAZZUCHI 2518 G STREET #3 SACRAMENTO CA 95814	110000	DONALD AND ANNE MCAFEE 15531 GREENWOOD N. SEATTLE WA 98133	1500
PEARL LOIS MCALISTER 1010 EAST E STREET HASTINGS NE 68901	16000	D&K/MCALISTER FDTM 23872304021 HOBART S., TTEE 9470 WILSHIRE BLVD. REVERLY HILLS CA 90212	150000	WILLIAM & PHYLLIS MCBEE 602 FAUQUIER ROAD WARRENTON VA 22186	15000	BOBBY & PATRICIA MCCARLEY 7364 EASTERN GERMANTOWN TN 38138	11000
HARRIET C. MCCARTNEY 16340 WYFFINGWILL ROAD SMITHER CA 90803	110000	PATRICIA K. MCCENEY 4743 WICKLEY TERRACE, N.W. WASHINGTON DC 20007	125000	FIC/T/F JACK L. MCCLARAM 1109445-001 444 SHERMAN ST. DENVER CO 80203	11500	DICK MCCLOSKEY, C/F KAREN MCCLOSKEY 82 DURAN DRIVE SAN RAFAEL CA 94903	1300
BETTY L. MCCOYE 7448 CALIFD TRAIL ORANGE CA 92669	110000	BFL CH 631/5. MCCONNELL P.O. BOX 8963 WILMINGTON DE 19899	14500	DSCAR & LINDA MCCOULEY 800 EAST ACADEMY STREET FUDUAY-VARINA NC 27526	110000	JOHN & SIGRID MCCUTCHEON 11229 FALL RIVER CT. POTOMAC MD 20854	11500
JAMES & JIMMIE McDONALD 4831 LINDEMAN AVENUE RACINE WI 53406	110000	ROBERT & SUZANNE MCELROY, TTEES LIVING TR. U/A 6/14/79 1418 VIA LONA WALNUT CREEK CA 94598	15000	FTC/ULYSSES MCELVEA ALTA VISTA AV. EL. 101192-002 444 SHERMAN STREET DENVER CO 80203	15000	RAY L. MCGEE 514 N. RUSSETT PORTLAND OR 97217	11000
BARRELL J. MCGONHY 3325 SANDOLPH LINCOLN NE 68510	15000	THOMAS J. MCCINNIS TERRACE HILTON HOTEL 15 WEST 6TH CINCINNATI OH 45201	15000	MURIEL MCCLAHERY 4907 PULASKI AVE. PHILADELPHIA PA 19144	15000	FLORENCE MCINERNEY 9807 KARLOV DAK LAWN IL 60453	13000
EDWIN G. MCINTIRE 2225 SFARLE DES MOINES IA 50317	15000	RONNIE JESSEN MCLAUGHLAN 12322 HILLSFORD AVE. SAVAGE MN 55378	15000	CICILIA G. MCLENNAN 4605 NIAGARA AVE. SAN DIEGO CA 92107	115000	TIMOTHY J. MCMAHON, TTEE FBO P. J. MCMAHON 1803 COFFEY AVE. OMAHA NE 68123	1300
CAROL A. MCMICHAEL 3815 SHERRIE LANE RACINE WI 53405	15000	RAY & ANA MCMURRY 273 SHEPHERD LANE BISHOP CA 93514	115000	ROBERT & GAIL MCNEIL 100 EDMONT STREET SPRINGFIELD MA 01109	18000	EILEAN T. MCFHERSON BOX 226 GREGORY SD 57533	11000
WALTER & ERENE MEEHAN 10201 GROSVENOR PLACE ROSENVILLE MD 20852	110000	MELCO CLOTHING CO. PFI 5HA PL 016 12/31/69 4354 N. ALPINE AVE. MILWAUKEE WI 53211	15000	MEMPHIS ORTHOPEDIC ASSOCIATES PFI SHRG ACC/RT. 8080 1388 MADISON AVE. MEMPHIS TN 38104	110000	ROBERTY G. MESHMER 3700 WATSON PLACE, N.W. BUILDING B, APT. 4-C WASHINGTON DC 20014	12000
MERRICK & ANNE METCALF 2793 N.E. WISBEAG LANE PORTLAND OR 97213	110000	FUCENIE G. METCALFE 803 SOUTH LAKE SIOUX FALLS SD 57104	125000	BARBARA & HARRY MEYER P.O. BOX 112 WATERFORD VA 22180	15000	BENNETT & MARY MEYERS 11834 E. FLORAL JI WHITTIER CA 90601	1500
MARTHA & THOMAS MEYERS W/ MARIE DAWER 2701 LAKEVIEW LA HABRA CA 90631	110000	LED & HELEN MEYERSON 1210 NORTH 97TH COURT OMAHA NE 68114	19500	PHYLLIS MICHAELIS 700 SCREEHLAND DRIVE BURBANK CA 91505	120000	MRS. JOYCE H. MILLAR 2607 SALEM DRIVE COSHEM IN 46526	12000
CLYDE & MARGARET MILLER 412 MURKIN LANE PLEASANT HILL CA 94523	110000	MERRITT C. MILLER 2525 COACH HOUSE DRIVE BROOKFIELD WI 53005	110000	CARL & CATHERINE MILLER 107-A W. HONTAGUE FULLERTON CA 92631	110000	ODELL & JEAN MILLER BOX 8 ISANTI MN 55040	1500
WELDON & MARY MILLER 791 EAST DRIVE LONDON OH 43140	16000	SALLY ANN MILLER 1 CASCADE PLAZA FOOD 1200 ARROW OH 44308	120000	FTC/T/F RALPH MILLIKAN HR-10 4103409-001 DTD 8/4/80 444 SHERMAN ST. DENVER CO 80203	15000	CHAD E. MILTON, CUST. FBO/SANUEL P. MILTON, UGTHA 621 E. 45 ST. KANSAS CITY MO 64131	1600
MARAY A. MINDENHALL 9509 VALDEZ DRIVE URBANDALE IA 50322	115000	MRS. MARY H. MINTON 4487 POST PL. APT. #67 NASHVILLE TN 37205	15000	CHAD E. MILTON, CUST. FBO/MATHLEEN C. MILTON, UGTHA 621 E. 45 ST. KANSAS CITY MO 64131	13000	FIC/EUGENE I. MOLONEY, H.D. HR-10 PL 12/20/79-168098-001 444 SHERMAN DENVER CO 80203	1500
HAZEL C. MONA 801 CROUCH ST. REEDLON NC 27597	110000	DONALD & MARJORIE MOORE ROUTE 1 BOX 327 BURTON WA 98013	15000	DANIEL & MARY MORIN 40 B WATHER RD. SUITE 1 LEXINGTON MA 02173	15000	ROBERTY H. MORITZ 6355 LEIGHTON LINCOLN NE 68508	1500
WELLS & LUCILLE MORRIS 2970 EMMA WELLS ROAD AUBURN CA 95603	120000	BARBARA J. MOSELEY 7412 RIO GRANDE BLVD., N.W. ALBUQUERQUE NM 87107	115000	MARVIN & ERMEN MOSER 111 EAST 7TH MICKAMAN NE 68372	110000	REX & ELAINE MOWRY 12869 HICHSTONE DR. ST. LOUIS MO 63141	1500
GREGORY & ANGELA MOWRY 2135 OSAGE DAVENPORT IA 52804	15000	ROBERT C. MOYER 13808 LAKE SHORE PLACE SUN CITY AZ 85351	15000	GIC/MARILYN PHYLLIS MUELLER P.O. BOX 8963 WILMINGTON DC 19899	11500	GENEVIEVE & THOMAS MUIR 25 RICHELLE COURT LAFAYETTE CA 94549	11000
HELEN M. MILLER AND ELIZABETH M. PARKER 391 NORTHWATSON DRIVE PALO ALTO CA 94301	15000	SHIRLEY A. MUMBERT 4215 NORTH 100 STREET UNIT 366 MILWAUKEE WI 53222	110000	ROBERT & DOLORES MUNGWER 4014 S. 18 ST. MILWAUKEE WI 53221	15000	JAMES D. MUNSON, CUST. FBO/ANT L. MUNSON U/MO/UGMA 426 REXLWORTH LANE BALLWIN MO 63011	1300
CYC/PHIL A. RUTH 122 S. CENTRAL CLAYTON MO 63105	110000	PATHEEN MEERS P.O. BOX 466 HUDSON SD 57034	15000	MARY NELSON MYERS 1710 SHORE DRIVE RICHMOND VA 23225	110000	RUBY H. NAGLER 2935 S. KIRKLAND AVE. SIOUX FALLS SD 57105	1500
MICHAEL WAPARUNA 2139 KAWAHOHONA AVE. HONOLULU HI 96822	125000	PAUL & RITA NATHANSON 10978 ABBOTT LANE MINNESOTA MN 55343	15000	CURTIS & ANITA NEAL 215 W. JUNIPER BREA CA 92621	15000	RITA MARY NELSON 1775 STAUNTON COURT ST. LOUIS MO 63141	1500

ROSCOE C. NELSON 2600 S.W. DECATIAN PL. PORTLAND OR 97201	\$10000	LYLE & LAURA NELSON 7318 52ND AVE., N.E. SEATTLE WA 98115	\$10000	HAROLD & MYRTLE NEWINS 1877 PACIFICA DRIVE YUBA CITY CA 95991	\$5000	WEBB & JOAN NIMICK 1711 HOMEWOOD DRIVE ALTA DENA CA 91001	\$500
MOEL SURGICAL CLINIC P.A. PROFIT SHARING PLAN 10/1/76 P.O. BOX 37 MENDOKSON WA 97534	\$10000	KENNETH & NANCY HOLLER 4627 HILLBROOK COURT SHAWNEE KS 66210	\$5000	FIC/J. DAVID NORDSTROM IRA 212655 444 SHERMAN ST. DENVER CO 80203	\$4500	EVERETT H. NORTH 440 IVES ROAD EAST GREENWICH RI 02818	\$1000
NORTHWEST LOGG COPP. P. SHRG 14160 KELLY ST ELK GROVE VILLAGE IL 60007	\$50000	RICHARD E. NOVAK, CUST. FBO J.R. NOVAK UGMA 2000 FOUNTAIN LAKE PLYMOUTH MN 55447	\$7500	RICHARD E. NOVAK, CUST. FBO J.R. NOVAK UGMA 2000 FOUNTAIN LAKE PLYMOUTH MN 55447	\$11000	JAMES A. NULL 271 WAKEFIELD MEMPHIS TN 38117	\$2500
FAST. & GYM. WEST PASM PL 5/27/77 6490 EXCELSIOR BLVD. ST. LOUIS MO 63126	\$25000	ALBERT & ANNE OKANE 4901 KING RICHARD DRIVE ANNANDALE VA 22003	\$20000	RONALD & CATHERINE OKHICK 1693 LAUREL AVENUE ST. PAUL MN 55104	\$5000	JEROME & MARGARET OKSUITA 1401 NORTH MAIN ST. RACINE WI 53402	\$4000
JACOB F. OLIVER, JR. 3000 OAKLAND ROAD COLUMBIA MO 65201	\$7500	JACOB F. OLIVER, JR. 3000 OAKLAND ROAD COLUMBIA MO 65201	\$2500	ELIZABETH J. OLSON 12150 210TH STREET WEST LAKEVILLE MN 55044	\$50000	OHMI ENTERPRISE INC. PRFT SHRG PL - 5/1/78 3805 108TH AVE N.E., #110 BELLEVUE WA 98004	\$2500
WLS B. OMBED 1204 SO. UTAH ST. WALLINGTON VA 22204	\$5000	WILLIAM & CLARA O'NEIL 4420 JASPER CT. CARMICHAEL CA 95608	\$5000	REGINA M. ORDONEZ 4425 PACIFIC COAST HIGHWAY ATF, I-322 TORRANCE CA 90505	\$5000	LAURENCE O'SHAUGHNESSY 5431 GUYHNE ROAD MEMPHIS TN 38117	\$1000
ENARD & LORRAINE OSTLAND R.R. 1 HINES MN 56447	\$5000	YAKESHI OTA 2751 PIRAKE STREET LIHUE HI 96746	\$5000	FIRST TRUST CORP FID./F 8726023 DTD 12/21/79 444 SHERMAN ST DENVER CO 80203	\$25000	OUACHITA CLNC PFT SHG 10/8/69 ATTN. SUE HERRITT P.O. BOX 757 CAMDEN AR 71701	\$5000
FIC/JACK L. OWENS IRA 4/15/80 #216245-001 444 SHERMAN STREET DENVER CO 80203	\$7500	FIC/JAMET M. OWENS IRA 4/15/80 #216240-001 444 SHERMAN STREET DENVER CO 80203	\$7500	NORMA PAPISH 6405 WHITTIER COURT BETHESDA MD 20034	\$10000	LERDY & BERTHA PATCHEN TRUST 4/28/80 3323 CAMINITO EAST BLUFF LA JOLLA CA 92037	\$1000
GEORGE & ESTELLE PATTERSON 1835 WASHINGTON ROAD CHARLEEE GA 30341	\$5000	MONCURE & CHARLOTTE PATTERSON COUNTY BANK KING CARTER DRIVE WILMINGTON VA 22480	\$5000	MS. PRISCILLA H. PAUER 3642 KING WAY #2 SACRAMENTO CA 95821	\$5000	ROBERT H. PAUL, III, CUST. FBO B. H. L. PAUL, UFGA P.O. BOX 2000 JACKSONVILLE FL 32203	\$1000
ROBERT H. PAUL, III, CUST. P. D. PAUL, UFGA P.O. BOX 2000 JACKSONVILLE FL 32203	\$10000	ROBERT H. PAUL, III, CUST. FBO C. Y. PAUL, UFGA P.O. BOX 2000 JACKSONVILLE FL 32203	\$10000	FIC/SHIRLEY PAULLIN PLAN 208475-001 444 SHERMAN STREET DENVER CO 80203	\$5000	DAVID P. PAZANDAK, DBS. PRFT SHRG TR 2014 S. 14TH ST. ST. CLOUD MN 56301	\$1050
DAVID P. PAZANDAK, DBS. PASM PL 2014 S. 14TH ST. ST. CLOUD MN 56301	\$9000	DAVID P. PAZANDAK, DBS. PRFT SHRG RLOVR 2014 S. 14TH ST. ST. CLOUD MN 56301	\$4000	WILLIAM T. PECK 3039 W. FRANCES PLACE AUSTIN TX 78701	\$5000	JOHN & BEVERLY PEDLAR 369 ELN AVENUE LARKSFUR CA 94939	\$1000
FIC/T/F KENNETH PELANT REGDM PLAN 6097159-001 444 SHERMAN ST. DENVER CO 80203	\$5000	GTC/JULIE EVA PEHRD P.O. BOX 8963 WILMINGTON DE 19899	\$3000	JOHN E. PERDOCK 1144 23RD STREET WEST DES MOINES IA 50265	\$9000	ALEJANDRO & AIDA PEREZ 6202 WATERWAY DRIVE FALLS CHURCH VA 22044	\$2000
LTC/FERFINS MOTOR CO. P.O. BOX 5031 T A DENVER CO 80217	\$150000	DR. THOMAS K. PERRY 1212 AHNRENS STREET MANTOWOC WI 54220	\$20000	LORRAINE & DENNIS PERKBY 14615 RIALTO APT. 205 CHESTERFIELD MO 63017	\$5000	MARY ANN PETERSON 1445 NORTH STATE PARKWAY APT. CHICAGO IL 60610	\$1000
LOUELLA C. PETERSON 214 G STREET, S.W. WASHINGTON DC 20024	\$5000	HENRY PETERSON 1603 W. FOLK AVE. MASON CITY IA 50401	\$10000	ETON E. PETERSON BOX 88 BOBBELLE MO 68721	\$5000	FIC/LEE PETRY IRA 8/5/80 444 SHERMAN ST. DENVER CO 80203	\$400
JEWELL S.T. PHELPS 1262 S. INDEPENDENT ROAD STANTON VA 24401	\$10000	RETIREMENTS ACCIS, I/F PHILLIPS UFI PENS 12/12/77 1100 S. ORLANDO L-1 WINTER PARK FL 32789	\$5000	PHILIP & MARIANNE PICK 2418 E. SHERWOOD RD. ARLINGTON HTS. IL 60004	\$5000	KATHRYNE D. PITTINGER 321 PROSPECT PARK TUSTIN CA 92680	\$500
WILHELM & MARYLYN PLATH 3520 TARRANT ROAD BROOKFIELD WI 53005	\$10000	FRANCES K. PLOURDE 1900 WEST 53RD MINNEAPOLIS MN 55419	\$5000	JEAN R. PLUNKET 5301 41ST STREET, N.W. WASHINGTON DC 20015	\$5000	NANCY D. POLIKOFF 1225 HEWTON STREET, N.E. WASHINGTON DC 20017	\$1000
EDIE LYNN FOLLAN 54 SHERIDAN ROAD HIGHLAND PARK IL 60035	\$5000	STEVEN B. FOLLAN 54 SHERIDAN ROAD HIGHLAND PARK IL 10035	\$5000	DOLores R. POMPLIANO 8335 ROYAL OAK DRIVE ROSEVILLE CA 95678	\$19500	DCGT/GEORGE H. POPE BOX 8963 WILMINGTON DE 19899	\$10000
DANIEL & MARGARIE FORTE 2825 32ND AVE. SEATTLE WA 98115	\$5000	ROCEO & ELIZABETH FORTMANOVA 7317 CEMETERNIAL ROAD KOLAVILLE MD 20855	\$5000	SIHOHE POULIN 118 DANUDDO COURT WINCHESTER VA 22601	\$25000	AMY H. POUND 2475 VIRGINIA AVE., N.W. WASHINGTON DC 20037	\$800
JOHN G. FOWELL, JR. CUST. FBO JOHN CLARK FOWELL UFGA 10331 S.W. 155 STREET MIAMI FL 33157	\$3000	JOHN & JESSIE POWER 350 FARED DE FLATA #108 VENTURA CA 93001	\$5000	KATHRYN FRESCOTT AND 1720 RIVERWOOD LAKE CORAL SPRINGS FL 33065	\$10000	CHARLES & MILDRED PRESHER 6906 LUCERNE LITTLE ROCK AK 72205	\$500
JACK & SALLY PRICE 18 MANA DRIVE LEWISTOWN PA 17044	\$10000	SALLY & JACK PRICE 35 MANOR DRIVE LEWISTOWN PA 17044	\$10000	HARRIET PRICE, CUST. FOR S. PRICE UGMA ILL 4117 E. GREENWOOD SKOKIE IL 60076	\$5000	ALFRED & DORIS MAY FRIEN 135 LEAFWOOD WAY FOLSOM CA 95630	\$1000
JULIA S. PROCTOR 1234 MARY HELEN DRIVE NASHVILLE TN 37220	\$15000	PROXYME ENTERPRISES EMPL. PFT. SHRG. PLAN P.O. BOX 212 MONTCLAIR CA 91763	\$15000	PROGRESSIVE INSURANCE CORP. PENSION TRUST 12/1/73 P.O. BOX 12266 PORTLAND OR 97212	\$10000	JOYCE E. PRUST 1347 OREGON ST. GREEN BAY WI 54303	\$1500
ARDEM K. PULVER 135 INDIANLA AVENUE DAYTON OH 45405	\$5000	WILTON & RUTH QUIRAM 12139 CITRUS TREE ROAD WHITTIER CA 90603	\$6000	CHRISTOPHER & RUTH QUIRK 10622 BRYANT STREET, SP. 55 YUCAIPA CA 92399	\$5000	DR/RAF SURGICAL CL PENS TR ACCT 5/2-13632-0-04 P.O. BOX 1968 RICHMOND VA 23215	\$1250
WILLIAM & WINTERED RANDALL 7322 FARA HILLS LAIVE SACRAMENTO CA 95821	\$10000	RANDALL ASSOCIATES, INC. PENS TR 7/1/73 441 WHITTIER AVE. WHITTIER CA 90602	\$10000	WILLIAM P. RANEY 2946 WILTON ROAD ALEXANDRIA VA 22310	\$10000	CHARLES & GLADYS RASMUSSEN HOWARD SD 57349	\$900
MURIEL M. RATCLIFF 201 183 THE PLAINS VA 22171	\$20000	ELIZABETH R. RATCLIFFE 25833 NORAS AVENUE OAKLAND CA 94618	\$12500	WILLIAM R. RAY 747 TENNYSON PALO ALTO CA 94303	\$10000	WILLIAM & RUTH REA 1600 SOUTH JOYCE STREET #C-712 ARLINGTON VA 22202	\$500
RODOLPH K. REED 214 HOMESIDE RD. LACRANDE PARK IL 60525	\$5000	KENNETH & GLORIA REED ROUTE #2 JASPER MN 56144	\$5000	REGIONAL INST OF SOCIAL WELFARE EMPLOYEES PENS PLAN P.O. BOX 152 ATHENS GA 30603	\$8500	UMBKCA/REGIONAL MEDIA LAB PRFT SHRG TR 10TH & GRAND, PO BOX 222 KANSAS CITY MO 64141	\$2000
MELVIN & BEBA REID 5555 FLOAL AVENUE JACKSONVILLE FL 32211	\$15000	VIRGINIA G. REID P.O. BOX 1405 STANTON VA 24401	\$20000	GEORGE & JUNE REINER 6474 14TH STREET SACRAMENTO CA 95831	\$20000	PATRICIA D. REINHUTH 6848 S.W. 68TH STREET MIAMI FL 33143	\$2500

PAUL A. KEITZ 2113 TRUST 211 SOUTH CENTRAL CLAYTON MO 63105	\$10000	MRS. ELLA RUWE RENSCH 10 LAZY ACRES, RTE. 1 LINCOLN NE 28302	\$5000	BONNIE K. RESHICK 112 NEWTON STREET BROOKLINE MA 02146	\$5000	LOIS RESHICK, CUST. FBO ELLEN RESHICK M/UGMA 112 NEWTON STREET BROOKLINE MA 02146	\$500
FAT & MARLINE RESTAINO 101 PATRICIAWOOD WAY SACRAMENTO CA 95825	\$20000	KATHLEEN L. PETKA 8858 W. FAIRBANK AVE., APT. 1 MILWAUKEE WI 53225	\$5000	ALICE W. REYNOLDS 1605 2ND AVENUE GRAFTON WI 53204	\$10000	C. RONALD & LILLIAN RHODES 7543 ALMA VISTA SACTO CA 95831	\$500
BETTY RICH TRUST 7/1/71 322 CAR ANOLL BLVD BFAIRINGTON HILLS IL 60010	\$35000	FRANCINE RICH-CUST. FBO/ADAM RICH 21848 VANTAGE ST. CHATSWORTH CA 91311	\$5000	JOHN & MYRTLE RICHARDSON 5300 SYCAMORE GROVE LANE MEMPHIS TN 38117	\$10000	JAY I. PERGIS RICHTER 2209 MARTHAS ROAD ALEXANDRIA VA 22307	\$1450
JOHN RIEGE 3726 CLITHOUGH STREET MILWAUKEE WI 53208	\$5000	BRISCOE P. RILEY 125 CHERRY AVE. APT 1 LONG BEACH CA 90802	\$25000	EDWARD H. RING, LTD. FAFI SHRG PL 522 N. NEW BALLAS RD., SUITE 3 ST. LOUIS MO 63141	\$20000	STEPHENS RIPPEY 1003 4740 CONN. AVE. WASHINGTON DC 20008	\$2500
BARBARA A. RACH 24-C RIVERSCLIFF APTS. 5000 MAGNOLIA LITTLE ROCK AR 72202	\$10000	MARILEE ROFFER 6925 NORTH WILLOWOOD AVENUE CHICAGO IL 60646	\$5000	RETIREMENT ACCTS., T/F L.M. ROBERTS IRA DTD 7/12/80 1400 S. OKLAND AVE. WINTER PARK FL 32789	\$1500	ABBY D. ROBE 4701 WILLARD AVE. #1102 CHEVY CHASE MD 20015	\$5000
BENEVA & JIMMY ROBINSON 2830 FAIRDALE KANSAS CITY KS 66102	\$10000	GEORGE & ANITA ROBINSON 8009 WEST FRANKLIN ST. LOUIS PARK MN 55426	\$5000	JAMES J. ROBINSON 1426 WYNNWOOD DRIVE BETHLEHEM PA 18017	\$5000	WILLIS & VIVIAN ROBINSON, TTEES U7T DTD 7/21/78 1220 LA PALOMA GLEN ESCONDIDO CA 92026	\$1000
WILFRED & CATHERINE ROCK 910 SOUTH ROAD WANTUCKET MA 02554	\$5000	KUFEEN & MARILIE RODRIGUEZ 12434 ROSETON AVE. MORWALK CA 90650	\$5000	MARTIN & BEULAH RODSTEIN 1721 BRIARCLIFF DALTON GA 30720	\$5000	GERALD C. ROGERS 3225 HERITAGE ROAD DORVILLE CA 95965	\$2000
JAMES & ROSE MARY ROGERS 791 BRANCHER AVE. LENTUDA CA 93004	\$5000	DEGT/DANIEL J. ROEGEMANN P.O. BOX 8963 WILMINGTON DE 19899	\$5000	JOHANE & KENNETH ROHRBACH ROUTE 2, BOX 482 CHAPEL HILL NC 27514	\$5000	JOHN & MADELINE ROOME 16021 HALDANE ST. WHITTIER CA 90603	\$500
JOHN ANN ROSENBERG WELLS FARGO FAN ACCTS-LAKELAND 454 CALIFORNIA ST. SAN FRANCISCO CA 94104	\$50000	CLAIRE ROSENBERG AND ERINA BEIGER 1792 MARGO DRIVE CONCORD CA 94529	\$7000	JEAN M. ROSENBERGER 4035 SOUTH 27TH LINCOLN NE 68502	\$5000	FTC/MURIEL E. ROSS 18A KLUK B-27-79 201720-001 444 SHERMAN ST. DENVER CO 80203	\$500
RUSSELL & JEWELL ROUSE 234 NORTHLAND DRIVE COLUMBIA MO 65201	\$10000	INT. TRUST CORP/JOHN W. ROWLES ADP 602180-0001 P.O. BOX A EL TORO CA 92630	\$5000	CONTINENTAL BANK 188-25939 FRO/HARRY & DONNA ROWLEY 231 SOUTH LASALLE ST. CHICAGO IL 60693	\$10000	ROY HEARD OIL CO. INC. MONEY PUR. PENS. TR. BOX 368, 830 N. BROADWAY ADA OK 74820	\$700
GIT/ALFRED KOZANSKI P.O. BOX 8963 WILMINGTON DE 19899	\$2000	GIT/RAPHAELIA KOZANSKI P.O. BOX 8963 WILMINGTON DE 19899	\$1500	MARGARET W. RUCKER 2954 HATHAWAY ROAD, APT. 606 RICHMOND VA 23225	\$25000	LESLEY C. RUDDLF 01537 S.W. COMUS PORTLAND OR 97219	\$2000
PAUL & DORA KUNA 9303 SOUTH EDNARU WHITTIER CA 90601	\$25000	MARVIN J. RUSSELL 2350 SOUTH 33 LINCOLN NE 68506	\$5000	GEORGY RUSSELL P.O. BOX 911 PASADENA CA 91102	\$10000	JOHN & AVELLA RUSTEMEYER BOX 264 ROCKESTEEL SD 57317	\$1000
MARION DUDUM RUTLEDGE 777 SAN ANTONIO RD. #33 PALO ALTO CA 94303	\$10000	VICTOR W. RUWE 1780 ST. JOHN ROAD, APT. 48C SEAL BEACH CA 90740	\$10000	CHARLES & MICHELE RYAN 3007 BENDIX LANE BOWIE MD 20715	\$5000	SARAH J. SACK, CUST. FBO BRIAN R. SACK 1102 W. 10TH, BOX 463 PRATT KS 67124	\$600
SAFAM J. SACK, CUST. FBO REBECCA C. SACK 1162 W. 10TH, BOX 463 PRATT KS 67124	\$6000	DONALD SAUER 3500 GULF OCEAN DRIVE APT. 150 FT. LAUDERDALE FL 33308	\$5000	BARBARA SALA, C/F DEREK SALA UCHA-HI 1567 BERTRAM ST. HONOLULU HI 96816	\$5000	MRS. JEANNE G. SAMPSON 1513 WEST THOMAS BLVD. PHOENIX AZ 85015	\$5000
COMLET & HELEN SANDERS 2773 11TH AVE. SACRAMENTO CA 95814	\$5000	CB/HEKBERT SANDFORD 58RP 1780-60376 301 10TH STREET OAKLAND CA 94612	\$10000	JAMES & ANIQUE SANVER 49 NORTHFIELD DECATUR IL 62526	\$5000	JANE SANVER 701 PARK DRIVE FLOSSMOOR IL 60422	\$5000
JACK & BARLENE SAUNDERS 1955 BLACKSTONE DR. WALNUT CREEK CA 94598	\$5000	LEONARD H. SAUNDERS 36 LINDA VISTA ORINDA CA 94563	\$5000	JAMES & GRETCHEN SAVAGE 2531 BUCKEY STREET NEWPORT BEACH CA 92660	\$20000	ATHENA SAVAS 58 STERLING STREET SPRINGFIELD MA 01107	\$850
MIRIAM C. SAWYER 1711 W. AUGUSTA ST. STAUNTON VA 24401	\$20000	PETER SCHELRUN, DDS SC PROF. SHARING PLAN 12/21/73 2577 N. DOWNER MILWAUKEE WI 53211	\$5000	JAMES & KATHERYN SCHLOEMANN 12344 AUTUMN DALE COURT HARLAND HEIGHTS MO 63043	\$5000	BETTY L. SCHMID 1913 SOUTH 6TH ST. SIOUX FALLS SD 57105	\$700
JARY SCHMIDT, CUST. FBO B.J. SCHMIDT UGMA 4513 S. 47TH LINCOLN NE 68516	\$3600	FLORENCE R. SCHNEIDER 4700 LONDON ROAD DULUTH MN 55804	\$20000	MARY ELIZABETH SCHNETZ P.O. BOX 9 MOUNT AUKUM CA 95656	\$50000	MRS. JOSEPH SCHEFFLER, C/F ADRIENNE SCHEFFLER 18100 FLARINGO AVE. CLEVELAND OH 44135	\$3000
FTC TTEE DONALD SCHRADER EASTON MN 56025	\$15000	LOUIS & JEAN SCHRIKKER 2950 OULHIN AVE. ST. LOUIS PARK MN 55416	\$20000	CEPARD & MARY SCHULTE 2868 MARY STREET OMAHA NE 68112	\$5000	JOSEPH & CONSTANCE SCOTT 5912 BAYSHORE WALK LONG BEACH CA 90803	\$5000
FTC T/F MARILYN W. SCOTT IPA PL. DTD 7/30/80 103330-001 444 SHERMAN STREET DENVER CO 80203	\$30000	CONSTANCE D. SCOTT, C/F JOSEPH SCOTT, JR. 5912 BAYSHORE WALK LONG BEACH CA 90803	\$3000	CONSTANCE D. SCOTT, C/F DEBORAH L. SCOTT 5912 BAYSHORE WALK LONG BEACH CA 90803	\$3000	HENRIETTA SEAVITT 21340 E. GLEN HAVEN CIRCLE NORTHVILLE MI 48167	\$5000
FTC T/F JAMES E. SEAY IRA DTD 8/23/80 1099968-001 444 SHERMAN ST. DENVER CO 80203	\$10000	JOHN & NAN SEITZ 11375-J HILL ROAD MARTYSVILLE CA 95901	\$20000	DOH & JO ANN SELMO 3108 ROSALIND AVE. KACINE WI 53405	\$5000	ROBERT & LENORE SERWIN 2416 S. 85TH STREET WEST ALLIS WI 53227	\$5000
JAMES C. SHACKLEFORD 1824 EVISTONE DRIVE SICKFORD VA 23233	\$5000	MARJORIE C. SHADDY 1630 SUNSET TRAIL OMAHA NE 68132	\$20000	H. CHARLES SHADE ROUTE 2, BOX 197 HENLERSON KY 42420	\$15000	LOUISE B. SHELLDY 3420 SOUTH 37TH LINCOLN NE 68506	\$5000
LOUISE B. SHELLDY 3420 SOUTH 37TH LINCOLN NE 68506	\$5000	CLAUDE & MARILENE SHEPARD 7021 ANNALUSIA AVE. JACKSONVILLE FL 32217	\$5000	DULCIE ANN SHILOK 2809 CORNFELTICU AVENUE CHEVY CHASE MD 20015	\$5000	JAMES & GWENDOLYN SHERMAN 345 CREST LAKE CIRCLE PLACENTIA CA 92670	\$10000
WALTER D. SHIFAIN 225 SOUTH CENTRAL CLAYTON MO 63105	\$15000	MICHAEL & GAIL SHISLER 8524 CARTEFURY DRIVE ANNANDALE VA 22003	\$10000	BARBARA S. SHOCKET 2609 MONUMENT AVE. RICHMOND VA 23220	\$5000	ROBERT D. SHORT 5045 CARRIAGE LANE SANTA ROSA CA 95401	\$20000
CURTIS & JEAN STECK 1421 STOCKWELL LINCOLN NE 68506	\$5000	MORTON & ESTHER SIEGEL 8903 KINGS STREET SILVER SPRING MD 20901	\$5000	RUDOLPH SIGISMUNDI 71 SWELLS AVENUE PROVIDENCE RI 02908	\$10000	FTC T/F IRVING B. SIMS IRA DTD 8/23/80 1099968-001 444 SHERMAN ST. DENVER CO 80203	\$10000
EVELYN SINGER 12325 BRIAR HOLLOW, APT. 4 ST. LOUIS MO 63141	\$10000	MARGARET NOEL SIPPLE 7401 EASTMORLAND ROAD APT. 80 ANNANDALE VA 22003	\$5000	RED CORP PRFT SHRNG RET PLAN REJ SISEL TICE/RONALD SISEL/MD 385 E. ELDER ST. FALLSBOGA CA 92028	\$5000	DCL CGT/JAMES C. SIVELLS BOX 8763 WILMINGTON DE 19899	\$40000

CLARENCE & MORIS SKILLERN 12217 WINAMA COURT N.E. ALBUQUERQUE NM 87112	\$10000	MARGARET A. SLEVIN 310 CAROLYN STREET RUBURN CA 95603	\$10000	DONALD RAY SMITH 607 FALCON WAY ROSEVILLE CA 95678	\$10000	H. CARL & PHYLLIS SMITH 9709 LABETTE LITTLE ROCK AR 72203	\$5000
JUDITH HUAD SMITH 2223 W 23RD STREET TORRANCE CA 90501	\$15000	RICHARD & JUDITH SMITH 2223 WEST 23RD STREET TORRANCE CA 90501	\$10000	FY/ALICE G. SMITH KEDGH 109562-001 444 SHERMAN ST. DENVER CO 80203	\$9000	PAULA R. SMITH 4760 JAMES KENT COURT MEMPHIS TN 38118	\$1000
ANNE E. SNEAD 24 CLARK ROAD RICHMOND VA 23224	\$10000	MARY ANN GILBERT SMIDER STINGING BROOK FARMS IMLER PA 16655	\$100000	SUSAN JANE SHODGRASS 1108 LAKE GLEN WAY #31 SACRAMENTO CA 95822	\$17500	RUTH E. SHODGRASS 21 BARMA DRIVE COLD SPRINGS KY 41076	\$5000
DALE & PAT SNOW 4801 SPARAS AVE. SAN DIEGO CA 92110	\$5000	ROBERT D. SNYDER 1700 HOLDBRIDGE CIRCLE WAYZATA MN 55391	\$10000	JOHN H. SNYDER 225 SHOREHAM BLDG. 808 15TH ST. N.W. WASHINGTON DC 20005	\$5000	E.D. SNYDER 1899 PORTLAND AVENUE ST. PAUL MN 55104	\$500
STANLEY & LILIANE SOLTIS JIMBROS 7979 CROSS VILLAGE JERAMTOWN TN 38138	\$6000	FRED AUGUST SOMMER 5720 CAMBRIDGE CIRCLE #1 RACINE WI 53406	\$5000	ERIC SOMMERS-ITTE GREEN EARTH INC PRFT SHRG PL 375 PHARR ROAD ATLANTA GA 30305	\$5000	EMIL L. SONOGYI, H.D. PENS. TR 9/29/70 1059 VIA ALTA LAFAYETTE CA 94549	\$500
IAT & JULIA SPOON 1567 KOSS ROAD ST. LOUIS MO 63141	\$3000	ARDYCE J. SOKENSEN 8319 MITCHELL ROAD EDEN PRAIRE MN 55344	\$8000	ROBERT & OPAL SOUTH 503 S. WEST AVE. SIOUX FALLS SD 57104	\$12000	SOUTHERN EQUIPMENT CO. PKFT SHRG PL 10/1/76 P.O. BOX 27326 RALEIGH NC 27611	\$1000
DR. WILLIAM F. SOWERS 45 RIDGECRE ROAD STAUNTON VA 24401	\$5000	ARNOLD & AUDREY SPATH ROUTE #10 SIOUX FALLS SD 57101	\$10000	MARY BROCK SPEICER 12203-31 SANTA GERTRUDES LA MIRANDA CA 90638	\$15000	ROBERT A. SPITZACK 261 SHADY GLEN RD. WALNUT CREEK CA 94596	\$500
WALTER & LINDA SPRINGER 5429 LAUREL LAGRANGE IL 60525	\$5000	BERTIL STADE 5 OAK BROOK CLUB DR. OAK BROOK IL 60521	\$10000	THOMAS & HELEN STAFFORD 2956 HATHAWAY RD., APT. 907 RICHMOND VA 23225	\$10000	V. STANBAUGH & J. CALLICOTT, TT UWO 1. STANBAUGH 12129 E. BEVERLY BLVD #2A WHITTIER CA 90601	\$500
JAMIE LYNN STAMPS 1702 SANTA CRUZ APT. 4 SAN DIEGO CA 92107	\$10000	LIMOTHY & JANE STANG 307 J&B AVE. DSCEDLA WI 54202	\$5000	HERBERT J. STANGL 2320 EASTRIDGE ROAD TINDIUM MD 21093	\$10000	L.K. & ILA STAPES 2429 SHERIDAN WAY SACRAMENTO CA 95821	\$500
L.K. & ILA STAPLES 2429 SHERIDAN WAY SACRAMENTO CA 95821	\$10000	MARY L. STAFLETON 8005 S.W. CEDAR - APT. 5B PORTLAND OR 97225	\$15000	MARIE CHARLOTTE STARK 2503 VIRGINIA AVE. N.W. WASHINGTON DC 20037	\$10000	JUANITA B. STARKS ROUTE 3 BOX 235-A LITTLE ROCK AR 72211	\$1500
CHARLES & HELEN STEEN 44 ARLINGTON DRIVE ST. LOUIS MO 63132	\$10000	JEAN G. STELSEL 314 CARRINGTON ST. WAUPUN WI 53963	\$10000	WILLIAM D. STENBERG 1123 S.E. 172TH STREET RENTON WA 98055	\$6000	CHARLES H. STEPHENSON WINDSWEPT RT. 3 SIOUX FALLS SD 57101	\$1000
G. JOAHNE & DAVID STEVENS 1803 15TH AVE. #7 MENOSHA WI 53140	\$5000	FREDERICK H. STEWART 4127 11TH STREET DES MOINES IA 50313	\$5000	HARRIET L. STEWART 4127 11TH STREET DES MOINES IA 50313	\$5000	DR. GEORGE & VIRGINIA STEWART 355 HILLWAY SAN CARLOS CA 94070	\$1000
BEVERLY B. STEWART 1385 CANADA RD. WOODSIDE CA 94062	\$5000	AILEEN F. STOCKING-ITTE FOR R.F.S. TR 11/9/79 17630 102ND DRIVE SUN CITY AZ 85373	\$10000	FY/ALICE STOCKS IRA ROLLVER #110786-001 444 SHERMAN DENVER CO 80203	\$50000	WILLIAM G. STOLBERG 13311 WEST WOODLAND AVENUE MAUNATOSA WI 53224	\$500
FY/ALICE WILLIAM G. STOLBERG #101447-001 444 SHERMAN STREET DENVER CO 80203	\$15000	EDGAR & MAY STOLLE 4527 HATTIS ROAD ST. LOUIS MO 63128	\$10000	FRANK & DONNA STONE 2620 WOODLEIGH LANE LINCOLN NE 68502	\$10000	ELINOR STOREY 14004 PALAWAN WAY APT. 301 MARINA DEL REY CA 90291	\$3000
STGW KENT ANIMAL HOSPITAL PR SHRG PL 7/1/77 4539 KENT ROAD KENT OH 44240	\$15000	JOAN P. STRAUD P.O. BOX 838 STAUNTON VA 24401	\$10000	WERNER STRAUB EUREKA SD 57437	\$5000	W. THOMAS & RUBIE STRAUGHAN 1225 11TH COURT S.W. OLYMPIA WA 98502	\$500
LENA A. STAUGLIA 9L RIDGE ROAD GREENELET MD 20779	\$5000	BREERTON STURTEVANT 1227 MORNINGSIDE LANE ALEXANDRIA VA 22308	\$5000	MAX H. MCCANN, JR. T/F SUGARS FAMILY TRUST 6/28/77 1299 W. ALTA HESA DR. BREA CA 92621	\$40000	EDITH W. SWALLOW 1205 CREST LANE MCLEAN VA 22101	\$1000
DELAWARE CHARTER G & T/T/F WANDA B. ASCHE P.O. BOX 8963 WILMINGTON DE 19899	\$20500	JOSEPHINE A.G. TABB 114 TEMPSFORD LANE RICHMOND VA 23226	\$5000	MARIA TABB 114 TEMPSFORD LANE RICHMOND VA 23226	\$5000	SCOTT & STRINGFELLOW/E. TALLEY ACCT. ORI-124052 909 EAST MAIN STREET RICHMOND VA 23219	\$1000
HENRY & NANCY TAMANAHIA 8A-061 CANA STREET HAIAHAE HI 96792	\$10000	JACQUES G. TANGY 4205 LYONS ST. HILLCREST HEIGHTS MO 20031	\$5000	FREDERICK & CLEO TAYLOR BOX 95 FAYSON AZ 85541	\$10000	KATHLEEN MARTIN REEVE TAYLOR 3916 BRIARWOOD LANE TOPEKA KS 66611	\$5000
ISABEL L. TAYLOR 1026 CANTRELL AVE. SEL MA CA 92014	\$15000	MARGARET R. TAYLOR, CUST. FID. N.S. TAYLOR U/TN/UGTMA 4132 FIDELAR MEMPHIS TN 38117	\$15000	DEL. CH. GBT/BERNARD TEPPE P.O. BOX 8963 WILMINGTON DE 19899	\$19000	RICHARD C. THOWE 2144 9 STREET APT. 4 LINCOLN NE 68508	\$10000
DR. B. O. J. & SUSAN THOMAS 2020 WEBSTER STREET PALO ALTO CA 95301	\$25000	GEOGAE A. THOMAS 6524 SUNSET TERRACE DES MOINES IA 50311	\$5000	ALTON & ANNE THOMAS 1704 MEADOWGLARK LANE LAWRENCE KS 66044	\$20000	I.A. THOMAS 902 WIER STREET MUSCATINE IA 52761	\$500
MARGARET A. THOMAS WYMORE NE 68466	\$20000	MARSHA E. THOMAS WYMORE NE 68466	\$20000	L. NIC THOMAS 8271 PINE VALLEY ROAD GERMANTOWN TN 38138	\$5000	ELIZABETH J. THOMSON 123 N. 9TH STREET CHENEY WA 99004	\$5000
ALFRED & DONOHY THANE 1029 MAIN AVENUE, BOX 828 HAWLEY MN 56549	\$20000	GLEN A. TIEDENMAN LIVING TRUST 220 CHESTNUT HICKMAN NE 68372	\$5000	TIMES PUBL CO PRFT SHRG PLAN 1/1/76-JD, JM, CA CLIFFORD, ITTEES PO BOX 140 WATERLOO WI 53094	\$45000	JAMES & MARY ANN TISHKOWSKI 143 WHITE FAWN TRAIL DOWNERS GROVE IL 60515	\$1000
EILEEN V. TORD 4432 GATEWAY DRIVE ROCKWOOD OH 45424	\$10000	WYMC & ABEL TON 3770 RIDGS AVENUE ROCKLIN CA 95677	\$10000	A.J. & JUNE THORAO 485-31 CONCORD DOWNS PATH AURORA OH 44202	\$5000	FY/RICHARD K. TOMITA IRA RLV 9-28-79 202630-001 444 SHERMAN ST. DENVER CO 80203	\$5000
CELOPIS L. TONNIGES 1137 WOODCREGE LINCOLN NE 68504	\$5000	EGNA C. TRACY 213 SOUTH GLENWOOD COLUMBIA MO 65201	\$10000	1ST WISCONSIN TRUST CO, ITTE TRANSFER EMPLOYE'S AN PENS PL P.O. BOX 2054 MILWAUKEE WI 53201	\$350000	EARL & HELEN TRIMMER 1506 S. 13TH STREET HARRISBURG PA 17108	\$5000
FY/ARILLA G. TRIVELPIECE 1110288-001 444 SHERMAN STREET DENVER CO 80203	\$5000	ROGER & JOYCE TRUST 1456 STALLION DRIVE FLORISSANT MO 63033	\$10000	MAROLD & EUGENIE TURNER 2200 LAKE VIEW DRIVE LA HENNA CA 90631	\$5000	RANDOLPH & HARRIET TUCKROSS 8243 CALIFORNIA AVE. WHITTIER CA 90602	\$1000
MARGO T. TYTUS 2029 WYMAN HILL ROAD INDIAN HILL OH 45245	\$10000	FRANCIS & HELEN UNDERHILL P.O. BOX 412 FLAT ROCK NC 28731	\$10000	UNITED CONTRAC. PR. SHAR. PL. DID 12/1/75 1312 WEST WATKINS ROAD PHOENIX AZ 85007	\$25000	MICHAEL & BETTY VACCARO 308 HILLSBRO DRIVE SILVER SPRING MD 20902	\$10000

FAYMOND & ANNALISE VALVAND 8132 W. WOODWARD DR. LAKEWOOD CO 80227	\$16000	HARMON & EMMA VANANAM 1730 WAGSTAFF ROAD SPACE 38 PARADISE CA 96969	\$10000	WILLIAM & LYNN VANDERHOOF 761 EMER LANE LA HABRA CA 90631	\$10000	MARY ANN & DENNIS VANLIEW 4256 WOODLAWN DRIVE DES MOINES IA 50312	\$1000
RONALD L. VANSMOL 1219 WATERVILLE LAKE COURT SCANDONWOOD WI 53066	\$7500	FRED D. VANZANDT, M.D. ENP PRFT SHRG PL 11633 HAWTHORNE BLVD, HAWTHORNE CA 90250	\$50000	ANNE H. VEINMEYER 3900 WATSON PLACE, N.W. BUILDING G, APT. G-1A WASHINGTON DC 20016	\$5000	MILTON & DORIS VEITH 5932 W. 74TH ST. LOS ANGELES CA 90045	\$500
WILLIAM & MARJORIE VELTE 862 SOUTH COCHRAN AVENUE LOS ANGELES CA 90034	\$10000	K. JOE VERBOORN, CUST. FED N.J. VERBOORN U/IL/UGTMA 2 S. 140 KENT ROAD GLEN ELLYN IL 60137	\$3000	FIC/T/F R. VERMILLION TRA DID 7724778 1100319-001 444 SHERMAN ST. DENVER CO 80203	\$5000	J. M. & J.L. VERNEUILLE 4235 GIBBONS DRIVE SACRAMENTO CA 95821	\$1000
ANN V. VICE, TTEE FOR REVOCABLE TRUST 8/3/77 10458 HUTTON DRIVE SUN CITY AZ 85351	\$15000	ROBERT L. VICAREY, SR. BOX 111 SALEM MD 25560	\$5000	FRANCES D. VIDALI 3225 SANADA DRIVE #19 VENTURA CA 93003	\$12000	RICHARD VOIGT 809 TAYLOR DRIVE N.W. SIERRA VISTA AZ 85625	\$500
ALBERT & EILEEN WAERZELL 5102 10TH AVE. NEARNEY NE 68847	\$5000	FIC/KEITH WADE FED N.J. VERBOORN U/IL/UGTMA 444 SHERMAN ST. DENVER CO 80203	\$5000	JUDITH C. WADE 201 BEECHGROVE AVE. ENGLWOOD OH 45322	\$5000	ROBERT & MARY WAGNER 542 LYMAN PLACE WEBSTER GROVES MO 63119	\$500
NEAL & PATRICIA WALDEN 6845 VERENA COURT CITRUS HEIGHTS CA 95610	\$10000	DR. CHARLES E. WALKER 728 DARLAND STREET UKAHUA OH 43028	\$5000	CHARLES W. WALKER 60 SKYLINE CREST MONTEREY CA 93940	\$10000	RITA GLYNN WALKER P.O. BOX 17771 MEMPHIS TN 38117	\$1500
GENE & MARY LOU WALLIN 14740 CASTLEWOOD HAVERLY NE 68442	\$5000	VIRGINIA T. WALKATH 17224 LINE ROCK DRIVE SUN CITY AZ 85373	\$6500	JANE ANN WALTER 9455 EAST 96TH STREET INDIANAPOLIS IN 46256	\$25000	CARL F. WALTHER 2440 BROOK DR. FLORISSANT MO 63033	\$500
WALTERS EMP FET SHRG TR 311 S. WALTONS TTEE 114 W. ST. ROYAL RD. MILWAUKEE WI 53217	\$25000	WALTON CONSTRUCTION CO. PENS PL 11/30/71 P.O. BOX 8010 NASHVILLE TN 37207	\$5000	FIC T/F MARY S. WANGSHESS, MD FLAN 190721-001 DTD 12/20/74 44 SHERMAN STREET DENVER CO 80203	\$5000	JEAN REDICK WARD 4320 N. PARK AVENUE CHERRY CHASE MD 20015	\$500
JOHNALD C. WAARD 1231 FILLMORE ST., N.E. ANNAPOLIS MD 25421	\$5000	HAROLD R. WARNER GEDDES SD 57342	\$10000	ANN W. WATKINS RUSSELL RTE., BOX 126 GREEN COVE SPRINGS FL 30243	\$10000	CARY W. WATT 3210 SEMINARY AVE. RICHMOND VA 23227	\$1000
JOHN & DAYLE WAYNE 9941 PECKER FIVER FOUNTAIN VALLEY CA 92708	\$5000	RICHARD D. WEBER 409 GREENWOOD AVE. ARKON OH 44320	\$5000	GEORGE WEIS CO. PENS PRFT SHRG PL 1/1/76 101 E. WHITE MILLSTADT IL 62260	\$10000	FIC/LESLIE HOWARD WEISS TRUST 8/16/79 #201405-001 444 SHERMAN ST. DENVER CO 80203	\$1500
HARRY W. WELLFORD 41 NORTH PERRINE ROAD MEMPHIS TN 38117	\$5000	CHARLES & PATRICIA WELING 948 DARTMOUTH WHEATON IL 60187	\$10000	RUTH C. WELLS 6200 RIVINGTON WAY SACRAMENTO CA 95831	\$20000	BUFORD & JOY WELLS 4369 KIRBY RIDGE COVE MEMPHIS TN 38119	\$5000
HELEN K. WESSON HAROLD STREET CONDO 2-E HAWTHORNE MA 02644	\$10000	W. CAROLINA COFF EMP FET SHRG C/O TUREK & KASCHNER 1874 FIDELITY RD., NE ATLANTA GA 30324	\$5000	W MITCHELL AVE MED CTR PENS PL 11/17/78, GNIWESCH TTEE 64 W. MITCHELL AVE. CINCINNATI OH 45217	\$10000	WEYRICH INVESTMENT COMPANY 515 EAST CRESTLINE DRIVE BOISE ID 83702	\$5000
ERNEST J. WHEELER, JR. 2420 ADA AVE., APT. 301 HONOLULU HI 96815	\$5000	WINSON & FRANCES WHIPKEY ROUTE 11, BOX 23 SIOUX FALLS SD 57022	\$10000	RUTH A. WHITE 5534 E. GALBRAITH RD., APT. 42 CINCINNATI OH 45236	\$10000	MARGARET RUTH WHITE 36 SENIOR AVENUE BERKELEY CA 94708	\$10000
BEITTE C. WHITE 6512 NORTH OAK AVENUE TEMPLE CITY CA 91780	\$10000	SUSAN P. WHITING 1105 CERRITOS DRIVE FULLERTON CA 92635	\$7000	MARGARET WINDROG 1026 MARINA DRIVE PLACENTIA CA 92670	\$5000	EVELYN L. WIDEMANN, TTEE FOR THE WIDEMANN FAMILY TRUST P.O. BOX 937 GONZALES CA 95926	\$30000
MRS. MALCOLM B. WILEGG 4 WILLCALST NEARNEY NE 68847	\$10000	EDWARD & MARJORIE WILFORD 115 FALSWIN DRIVE DANVILLE CA 94526	\$5000	CHARLES E. WILKINSON, DDS PRFT SHRG TR 4/25/79 5610 HURRAY ROAD MEMPHIS TN 38117	\$5000	JOHN E. WILLEFORD 2800 AURORA AVENUE SACRAMENTO CA 95821	\$7900
JOHN & DORIS WILLIAMS 2241 WINDROCK WOODS PLACE GERMANTOWN TN 38138	\$7000	BELLA F. WILLIAMS 2540 ALBERTROSS ST. SAN DIEGO CA 92101	\$20000	FLOYD & FRANCIS WILLIAMSON 11305 N.E. 87TH KIRKLAND WA 98033	\$8000	EDWARD & BONNIE WILLIAMSON 10450 EXETER AVE., N.E. SEATTLE WA 98125	\$5000
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HERBERT O. WINCHELMANN 229 MILTON DRIVE STAUNTON VA 24401	\$5000	C.R. WINDEN & ASSOC. EMP FET SHRG 2/28/70 1281 LUSTIS STREET ST. PAUL MN 55108	\$10000	JO ANN P. WINSLOW 4825 KNOX AVE., S. MINNEAPOLIS MN 55409	\$10000	WFC REALTY CO., INC. C/O WINTHROP FINANCIAL 225 FRANKLIN ST. BOSTON MA 02110	\$10000
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