IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF FLORIDA TALLAHASSEE DIVISION

MARY W. COLON, Trustee,

Plaintiff,

VS.

Case No. 4:12cv101-MCR/CAS

DARRYL STRAWBERRY, et al.,

Defendants.

ORDER

This case was referred by Chief United States District Judge Casey Rodgers for a status conference and to establish a time line for resolution of the remaining issues.¹ Doc. 56. Three issues remain outstanding: 11 the sale of Darryl Strawberry's deferred compensation, (2) distribution of the proceeds from the sale, and (3) the amount of attorney fees which should be awarded to the Mets. Doc. 55. Sterling Mets, L.P. [the "Mets"] filed a renewed motion for attorney fees and costs on April 23, 2014. Doc. 62.²

¹ Previously, the motion for partial summary judgment, doc. 33, filed by the Internal Revenue Service ("IRS"), was granted, doc. 47, and a default judgment was entered in favor of the United States of America. Docs. 53, 54.

² This Court previously ruled that the federal tax liens for Darryl Strawberry's 1989 and 1990 federal income tax liabilities have first priority, "but such priority does not extinguish the Mets' right to seek reasonable attorneys' fees and costs should any surplus funds be available after satisfaction of the IRS's tax lien." Docs. 45, 47.

The Mets seek fees of \$83,911.50 and costs of \$5,225.15. Id. The United States filed a response titled, "Opposition By United States to Sterling Mets, L.P.'s Motion for Attorneys' Fees and Costs," doc. 63, on May 7, 2014. Doc. 63. The response contends that Sterling Mets is not entitled to any attorney fees and costs, doc. 63 at 8 that the request includes activities unrelated to an interpleader which should not be compensable, Id. at 13, and the fee is excessive. Id. at 14. Thereafter, the Mets filed a reply which deems the opposition filed by the United States to be a "counteroffer" pursuant to the procedures of N.D. Fla. Loc. R. 54.1(E)(4) and which accepts a counteroffer in the amount of \$75,833.00 and costs of \$5,225.15. Doc. 66. In the alternative, the Mets request that its motion for attorneys' fees be considered unopposed and overrule any objections. Id. As noted in the prior Order, doc. 67, the issue of attorneys fees must be deferred datil sale of the property and a determination that surplus funds exist after satisfaction of the tax lien.

A motion has been filed by the United States for entry of Order of Sale. Doc. 68. The motion and proposed order has been agreed upon by the Trustee, the United States, and the Mets. The Mets separately filed a notice of non-opposition to the motion. Doc. 69. The motion for entry of Order of Sale is **Granted**. The parties shall file an updated Status Report on or before **September 2. 2014.**

Accordingly, it is

ORDERED:

- ORDERED.

 1. The parties shall file a Status Report by September 2, 2014.

 1. The parties shall file a Status Report by September 2, 2014.
- 2. Ruling on the request by Sterling Mets, L.P. for attorneys' fees, doc. 62, remains **DEFERRED**.

- 3. The motion for entry of order of sale, doc. 68, is **GRANTED**.
- 4. Darryl Strawberry is indebted to the United States for 1989, 1990, 2003, and 2004 federal income tax liabilities.
- 5. The United States has valid and subsisting federal tax liens against all property and rights to property belonging to Darryl Strawberry, including Darryl Strawberry's right to receive monthly payments under the Darryl Strawberry Deferred Compensation Agreement, Addendum III to Uniform Player's Contract Dated March 12, 1985, executed on March 12, 1985, by Darryl Strawberry and Doubleday Sports, Inc. (predecessor in interest to Sterling Mets, L.P.) (the "deferred compensation agreement"). A copy of the deferred compensation agreement is appended to this order as Appendix 1, and a copy of a schedule of the payments due under the deferred compensation agreement is appended as Appendix 2.
- 6. Federal tax liens encumber Darryl Strawberry's right to receive payments under the deferred compensation agreement.
- 7. The federal tax liens have been foreclosed against Darryl Strawberry's right to receive payments under the deferred compensation agreement and that right is ordered sold pursuant to Title 28, United States Code, § 2004.
- 8. The Internal Revenue Service ("IRS") Property Appraisal and Liquidation

 Specialists ("PALS") is authorized to offer Darryl Strawberry's right to receive payments

 ander the deferred compensation agreement for public sale and to sell that right.
- 9. The terms and conditions of the sale of Darryl Strawberry's right to receive payments under the deferred compensation agreement are as follows:

- a. The sale of Darryl Strawberry's right to receive payments under the deferred compensation agreement shall be free and clear of the interests of all parties to this action. Accordingly, and notwithstanding the reservation of rights referenced in paragraph 11, all liens or other claims, of any kind, against the future ongoing stream of monthly deferred compensation payments will be extinguished, with the exception of the forthcoming monthly payments to the purchaser.
- b. The sale shall be held on-site at a location to be determined by PALS, and PALS shall also permit mail-in bids;
- c. The PALS shall announce to the public, and the United States shall provide specific notice to Sterling Mets, L.P., Mary Colon, Trustee, through counsel, and Darryl Strawberry, of the date and time for the sale;
- d. The minimum bid for the sale shall be \$550,000. If the minimum bid is not met or exceeded, the PALS may, without further permission of this Court, under the terms and conditions in this Order of Sale, hold a new public sale of Darryl Strawberry's right to receive payments under the deferred compensation agreement, and may reduce the minimum bid.
- e. Notwithstanding the order of the bankruptcy court sealing the deferred compensation agreement between Darryl Strawberry and Doubleday Sports, Inc. (predecessor in interest to Sterling Mets, L.P.), PALS may disclose the contents of the deferred compensation agreement to potential bidders in whatever manner PALS deems appropriate or necessary to market the property and facilitate its sale.
- f. A deposit with PALS in an amount of twenty (20) percent of the bid is required with the acceptance by PALS of the high bid.; the deposit will be in the form of

a certified or cashier's check payable to the Clerk of the United States District Court for the Northern District of Florida. PALS shall promptly deliver the deposit to the Clerk of this Court for deposit into the Court's registry.

- g. The successful bidder(s) shall pay to PALS the balance of the purchase price for the right to receive payments under the deferred compensation agreement within sixty (60) days following the date of the sale, by a certified or cashier's check payable to the Clerk of the United States District Court for the Northern District of Florida, and PALS shall promptly deliver the final payment to the Clerk of this Court. If the bidder fails to fulfill this requirement, the deposit shall be forfeited and shall be applied to cover the expenses of the sale, with any amount remaining to be applied to the liabilities of Darryl Strawberry at assue herein. In that event, the Clerk shall distribute the deposit as directed by the United States. Darryl Strawberry's right to receive payments under the deferred compensation agreement shall be again offered for sale under the terms and conditions of this Order of Sale or, in the alternative, sold to the second highest bidder.
- h. The Clerk of the District Court is directed to accept the proceeds of the sale and deposit it into the Court's registry for distribution pursuant to further order of this Court.
- i. The sale of Darryl Strawberry's right to receive payments under the deferred compensation agreement shall be subject to confirmation by this Court. On confirmation of the sale, the PALS shall execute and deliver to the purchaser its assignment conveying the right to receive the monthly payments under the deferred compensation agreement. On confirmation of the sale, all interests in, liens against, or

claims to the payments under the deferred compensation agreement are discharged and extinguished except for the Purchaser's right to on-going payments the eunder (i.e., the monthly payments reflected in Appendix 2 for the months remaining in the 360-month period that commenced January 2004). Any claims or liens by the United States, Sterling Mets, L.P., or Mary W. Colon, Trustee shall attach to the sale proceeds.

- j. The sale of the Property is ordered pursuant to 28 U.S.C. § 2004, and is made without right of redemption.
- 10. Pending the sale of Darryl Strawberry's right to receive payments under the deferred compensation agreement, and until the assignment of that right is delivered to the successful bidder, Sterling Mets, LP, shall continue to direct the monthly payments under the deferred compensation agreement directly to the Department of Justice for application to Darryl Strawberry's 1989 and 1990 federal income tax liabilities. Within thirty days following confirmation of the sale, the successful bidder shall provide to counsel for Sterling Mets, L.P., the name of the payer and information sufficient to allow Sterling Mets, L.P., to direct payment to the payer.
- 11. After the Court confirms the sale of the property, the sale proceeds shall be distributed pursuant to further order of the Court. All parties to this action reserve all rights with respect to claims of priority and entitlement as to the sale proceeds from the deferred compensation agreement without prejudice to any party's legal claims or defense, all of which are expressly reserved.
- 12. The United States is directed to serve a copy of this order on Darryl Strawberry as well as subsequent notice of the sale. Failure of Darryl Strawberry to

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object to the procedures set forth in this Order within ten days of service will constitute waiver of any such objection.

13. The Clerk of Court shall return this file upon receipt of the updated Status Report or no later than September 2, 2014.

DONE AND ORDERED on July 15, 2014.

* Com S/ Charles A. Stampelos **CHARLES A. STAMPELOS UNITED STATES MAGISTRATE JUDGE**

²Acv101-MCR/CAS

DARRYL STRAWBERRY

DEFERRED COMPENSATION AGREEMENT

ADDENDUM III TO UNIFORM PLAYER'S CONTRACT

DATED MARCH 12, 1985

(1) Commencing on the first day of the January of the first calendar year imme diately following the Player's retirement date, and continuing for a period of thirty (30) years, the Club shall pay the Player (as per the provision of paragraph IV of Addendum I), as consideration for services to be performed by the Player, "Deferred Compensation" in equal monthly installments in an amount equal to the sum to which the Player would be entitled if he were to purchase a series of single premium deferred annuity contracts from Union Central Life Insurance Company of Cincinnati, Ohio, the proceeds of which shall be payable as stated above, but in no event more than 360 months, upon the following condition and subject to the special conditions set out below:

Age of Annuitant at Date of Purchase	Dave of Annuity Furchased	Amount of Annuity Premium
23	July 1, 1985	\$ 100,000.00
24	July 1, 1986	300,000.00
25	July 1, 1987 >*	400,000.00
26	July 1, 1988	500,000.00
27	July 1, 1989	500,000.00
*28	July I, 1990 🐪 📐	700,000.00

(* Club has an option on Player's services for 1990. See Paragraph II of Addendum I to the Uniform Player's Contract.)

(2) The Club shall establish on its books an intra corporate account to be known as the Strawberry Deferred Compensation Account, and on July 1st of 1985, 1986, 1987, 1988 and 1989, the Club shall credit to the Account the applicable amounts of annuity premium set out in paragraph (1) above. Amounts payable to the Player in 1985, 1986, 1987, 1988 and 1989 pursuant to Paragraph 2 of his Uniform Player's Contract shall be reduced by the amounts so transferred to the Account. (1990 will be handled similarly, if Club's option is exercised.)

Within sixty (60) days of July 1, 1985, and each year thereafter, Club will Insur.

Vehr. notify the Player of the annual rate of interest quoted by Union Central Life Insurance which will apply to all annuity contracts in force for the following

Appendix 1

Page 2 -- ADDENDUM VII

(3) The Club, in its sole discretion, may elect to deposit or invest all or any portion of the amounts credited to the Account in annuity contracts of such other investments as it may select. Union Central Life Insurance Company policies are identified in this Adderdum for the sole purpose of measuring the Player's benefits. Player shall have no right to question or contest the investment decisions of the Club and agrees that the Club shall not be liable to Player or his beneficiary for any decisions the Club makes with respect to the investment of amounts credited to the Account.

- (4) There shall be no trust fund for the Player (or his designated beneficiary). Amounts credited to the Account shall remain the sole property of the Club and shall be an asset of the Club subject to all claims against the Club, including claims of its general creditors. Player (or his designated beneficiary) shall have no interest in the Account and no claim against the Club until such time as payments are due under paragraph (1) or (7) hereof.
- (5) Player acknowledges that he was received neither advice nor recommendations from the Club concerning the tax of other consequences to Player of this special. Addendum or actions taken hereunder. Therefore, Player hereby releases and holds harmless the Club, its officers, employees and agents from any liability arising out of any adverse tax or other consequences that this Special Covenant or actions taken hereunder may have upon player.

The amounts to be credited to the Account will not constitute current compensation to the Player and no deduction will be claimed by the Club on its federal or local income tax returns with respect to the amounts transferred to the Account until the funds in the Account are paid to the Player (or his designated beneficiary). However, should, at any time in the future, federal or local income tax law change to permit deductability of deferred compensation by the Club without any tax implications for the Player, the Club shall be able to make such deductions.

(6) In the event that Player's employment is terminated pursuant to the provisions of the Contract, Player's right to amounts transferred or to be transferred to the Account under this special Addendum shall continue with the same force and effect as if the Contract had not been terminated, except that if Player's

employment with the Club is terminated by reason of an assignment pursuant to Paragraph 6 of the Contract, the obligations of "assignor Club" and the "assignee Club" with respect to transfers to the Account pursuant to Faragraph (2) 😽 this special Addendum prior or subsequent to the assignment shall be governed by Paragraph (6)(d) of the Contract. Neither termination nor assignment of the Contract shall automatically accelerate transfer of amounts to, or payments to the Player from the Account.

- (7) In the event of Player's death prior to commencement of payments hereunder or prior to his having received payment in full of the amount due him, the balance of the installments due shall be paid at the same time or times as the Player would be entitled to receive them if living, to his beneficiary designated in writing to the Club, ox if none has been designated, to his personal representative or if none is appointed 🙉 thin three months of his death, to his heirs at law determined in accordance with the laws of his domicile at the date of his death.
- (8) Neither the Player nor his beneficiary or legal representative shall be entitled to assign, alienate, compute, encumber, sell, transfer or otherwise dispose of the right to receive the payments provided for herein and such right is expressly declared non-assignable and non-transferrable.
- (9) Player agrees that prior to the receipt of any amounts from the Club pursuant to this Addendum, Player, his beneficiary or estate will permit the withholding of federal, state or local income taxes, wage taxes, or similar items required to be withheld according to the legal requirements and rates of tax applicable at such time.
- (10) The terms, provisions and effect of this Addendum shall be construed, enforced and administered according to the laws of the State of New York.

	IN	WITNESS	WHEREOF,	the	parties	have	caused	this	Addendum	to be	executed
this		12	day of	Marc	h, 1985.				<i>F</i>	*	

DOWNLEDAY SPORTS

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			STRAWBERRY YOUT	<i>3</i>	ک	
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		Payment made at t	he beginning of the	month .	W/X	
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riod	Balance	Payment	Subtotal	Interest	Balance	
	2004 \$ 1,644,057.33 1,642,119.32	\$ (8,891.82) (8,891.82)	\$ 1,635,165.51 \$ 1,633,227.50	\$ 6,953.81 6,945.57	1,642,119.32	$\mathcal{C}_{\mathcal{A}}$
2 3	1,640,173.08	(8,891.82)	\$ 1,631,281.26	6,937.30	1,640,173.08 1,636,218.55	O_{λ}
4	1,638,218.55	(8,891.82)	\$ 1,629,326.73	5,928.98	1,636,255,71	~ <
5	1,636,255.71	(8,891.82)	\$ 1,627,363.89	6,920.64	1,634,284.53	
6	1,634,284.53	(8,891.82)	\$ 1,625,392.71	6,912.25	1,632,304.96	
7 8	1,632,304,96 1,630,3 <mark>1</mark> 6.98	(8,891.82) (8,891.82)	\$ 1,623,413.14 \$ 1,621,425.16	6,903,83 6,895.38	1,630,316.98 1,630,310,64	
9 9	1,628,320,54	(8,891.82)	\$ 1,619,428.72	6,886.89	1,628,320.54 1,626,315.61	
10	1,626,315.61	(8,881.82)	\$ 1,617,423.79	6,878.36	1,624,302.15	
11	1,624,302.15	(8,891.82)	\$ 1,615,410.33	6,869.80	1,622,280,14	
12	1,622,280.14	(8,891.82)	\$ 1,613,388.32	6,861.20	1,620,249.52	
13	1,620,249.52	(8,891.82)	\$ 1,611,357.70	6,852.57	1,618,210.27	
14 15	1,618,210.27 1,616,162.34	(8,891,82) (8,891,82) ,	\$ 1,609,318.45 \$ 1,607,270.52	6,843.89 6,835.19	1,616,162.34	
16	1,614,105.71	(6,591.82)	\$ 1,605,213.89	6,826.44	1,614,105.71 1,612,040.33	
17	1,612,040.33	(8,891,82)	\$ 1,503,148.51	6,817.66	1,609,966.16	
18	1,609,966.16	(8,891.82)	\$ 1,601,074.34	6,808.84	1,607,883.18	
19	1,607,883.18	(8,891.82)	\$ 1,598,991.36	6,799.98	1,605,791.34	
20	1,605,791,34	(8,891.82)	\$ 1,596,899.52	6,791.08	1,603,690.60	
21 22	1,603,690.60 1,601,580.92	(8,891.82) (8,891.82)	\$ 1,594,798.78 \$ 1,592,689.10	6,782.15 6,773.18	1,601,580.92	
23	1,599,452.28	(8,891.82)	\$ 1,590,570.46	6,764.17	1,599,462.28 1,597,334.63	
24	1,597,334.63	(8,891.82)	\$ 1,588,442.81	6,755.12	1,595,197.92	
25	1,595,197.92	(8,891.82)	\$ 1,586,30G. 1 0	6,746.03	1,593,052,14	
26	1,593,052.14	(8,891.82)	\$ 1,584,160.32	6,736.91	1,590,897.22	
27	1,590,897.22	(8,891,82)	\$ 1,582,005,40	6,727.74	1,588,733.14	
28 29	1,588,733.14 1,586,559.86	(8,891.82) (8,891.82)	\$ 1,579,841.32 \$ 1,577,668.04	6,718.54 6,709.30	1,586,559.86 1,584,377.34	
30	1,584,377.34	(8,891.82)	\$ 1,575,485.52	5,700.01	1,582,185.53	
31	1,582,185.53	(8,891.82)	\$ 1,573,293.71	6,690.69	1,579,984,41	
32	1,579,984.41	(8,891,82)	\$ 1,571,092.59	6,681.33	1,577,773.92	
33	1,577,773.92	(8,891.82)	\$ 1,568,882.10	6,671.93	1,575,554.03	
34	1,575,554.03	(8,891.82)	\$ 1,506,662.21	6,882.49	1,573,324.70	
35 36	1,573,324.70 1,571,085,90	(8,891.82) (8,891.82)	\$ 1,564,432.88 \$ 1,562,194.08	6,653.01 6,643.49	1,571,085.90 1,588,837,57	
37	1,568,837.57	(8,891.82)	\$ 1,559,945,75	6,633.93	1,568,837.57 1,566,579.68	
38	1,566,579.68	(8,891.82)	\$ 1,557,687.86	6,624.33	1,564,312 18	
39	1,564,312.18	(8,891,82)	\$ 1,555,420.36	6,614.68	1,562,035.05	
40	1,562,035,05		\$ 1,553,143.23	6,605.00	1,559,748.23	
41	1,559,748.23	• • •		6,595.28	1,557,451 68	
42 43	1,657,451.68 1,555,145 37			6,585.51 6,575.70	1,555,145.37	
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			STRAWBERRY	S. C.	Wind States	
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		Monthly Payment Payment made at	the beginning of the r	\$ 8,891,82 nonth	$\sqrt{2}$	
	Opening Monthly	Monthly		Monthly	Closing Monthly	
erlod	<u>Balance</u>	Payment	Subtotal	Interest	Balance	
97	1,414,882.25	(8,891.82)	\$ 1,405,990.44	5,979.21	1,411,969.64	()
98 99	1,411,969.64 1,409,044.65	(8,891.82) (8,891.82)	\$ 1,403,077.82 \$ 1,400,152.83	5,966.82 5,954.38	1,409,044.65	O_{j}
100	1,406,107.21	(8,891.82)	\$ 1,397,215.39	5,941.89	1,406,107,21 1,403,157,28	*
101	1,403,157.28	(8,891.82)	\$ 1,394,265.46	5,929.35	1,400,194.81	
102	1,400,194.81	(8,891,82)	\$ 1,391,302.99	5,916.75	1,397,219.73	
103	1,397,279,73	(8,891,82)	\$ 1,388,327.91	5,904.10	1,394,232.01	
104	1,394,232.01	(8,891.82)	\$ 1,385,340.19 \$ 1,382,330,76	5,891.39	1,391,231.58	
105 106	1,391,231(58) 1,388,218.39	(8,891.82) (8,891.82)	\$ 1,382,339.76 \$ 1,379,326,57	5,878.63 5,865.82	1,388,218.39	
106	1,385,192,39	(8,891.82)	\$ 1,378,320,57 \$ 1,376,300.57	5,852.95	1,385,192.39 1,382,153.51	
108	1,382,153.51	(8,891.82)	\$ 1,373,261.69	5,840.02	1,382,183.51	
109	1,379,101.72	(8,891,82)	\$ 1,370,209.90	5,827.05	1,376,036.94	
110	1,376,036.94	(8,891.82)	\$ 1,367,145.12	5,814.01	1,372,959.14	
111	1,372,959.14	(8,881.82)	\$ 1,364,067.32	5,800.92	1,369,868.24	
112	1,369,868,24	(8,891,62)	\$ 1,360,976.42	5,787,78	1,366,764,20	
113 114	1,366,764.20 1,363,646.96	(8,891,82) (83,191,82)	\$ 1,357,872.38 > \$ 1,354,755.14	5,774.58 5,761.32	1,363,646.96	
115	1,360,516.46	(8,891,82)	\$ 1,351,624.64	5,748.01	1,360,516.46 1,357,372.65	
116	1,357,372.65	(8,891.82)	\$1,348,480.83	5,734.64	1,354,215.47	
117	1,354,215.47	(8,891.82)	\$ 1,345,323.65	5,721,21	1,351,044.86	
118	1,351,044,86	(8,891.82)	\$ 1,342,453.04	5,707.73	1,347,860.77	
119	1,347,860.77	(8,891.82)	\$ 1,338,968.9 <u>\$</u>	5,694.19	1,344,663.14	
120	1,344,663.14	(8,891.82)	\$ 1,335,771.32	5,680.59	1,341,451.91	
121	1,341,451.91	(8,891.82)	\$ 1,332,560.69 \$ 1,329,335.20	5,666,93	1,338,227.02	
122 123	1,338,227.02 1,334,988.42	(8,891.82) (8,891.82)	\$ 1,325,096.60	5,653.22 5,639.45	1,334,988.42 1,331,736.05	
124	1,331,736.05	(8,891.82)	\$ 1,322,844.23	5,625.62	1,328,469.85	
125	1,328,469.85	(8,891,82)	\$ 1,319,578.03	5,811.73	1,325,189.75	
126	1,325,189.75	(8,891.82)	\$ 1,316,297.93	5,597.78	1,321,895 71	
127	1,321,895.71	(8,891.82)	\$ 1,313,003.89	5,583.77	1,318,587.66	
128	1,318,587.66	(8,891.82)	\$ 1,309,695,84	5,569.70	1,315,265.54	
129	1,315,265.54	(8,891.82)	\$ 1,306,373.72	5,555.57	1,311,929,29	
130	1,311,929.29	(8,891.82)	\$ 1,303,037.47	5,541.38	1,306,578.85	
131 132	1,308,578.85 1,305,214.17	(8,891.82) (8,891.82)	\$ 1,299,687.03 \$ 1,296,322 35	5,627.14 5,512.83	1,305,214.17	
133	1,301,835 17	(8,891.82)	\$ 1,292,943.35	5,312.63 5,498.46	1,301,835.17 1,298,441.81	
134	1,298,441.81	(8,891.82)	\$ 1,289,549.99	5,484.03	1,295,034.02	
135	1,295,034.02	(8,891.82)		5,469.53	1,291,611,73	
136	1,291,611.73	(8,891,82)	\$ 1,282,719.91	5,454,98	1,288,174.89	
137	1,288,174.89	(8,891.82)		5,440,36	1,264,723.44	
138	1,284,723 44	(8,891.82)		5,425.69	1,281,257 30	
139 140	1,281,257,30	(8,891,82) (8,891.82)		5,410,95 5,305,14	1,2/7,776 43	
241	1,277,776 43 1,274,280.75	(8,891.82)		5,395 14 5,381 28	1,274,280 75 1,270,770 21	
1/2	1,270,770.21	(8,891.82)		5,366.35	1,267,244 74	
143	1.267,24474	(28.186.3)	\$ 1,258,352.92	5,351.36	1,263,704 27	
140 141 142 143 143	1,263 704.27	(23,188,3)	\$ 1,254,812.45	5,336.30	1,250,148 75	
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DARRYL STRAWBERRY PAYOUT DEFERRED COMP. BALANCE AS OF DECEMBER 31, 2003

Cass 044	41.22evv000.0014M00	RECASS DOO	ciumeent 167821 F	Hidek 0075130114 F	12/206 (1.18 6	
	•		STRAWBERRY LYOUT	\Diamond		
	DEFER	RED COMP. BALAN		ER 31, 2003	•	
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				÷	У Д	
		Annual Interest Ra	te	5.1032%	**	
		Months Monthly Interest R	ate	12 0.42527%	~	
		Monthly Payment		\$ 8,891.82		
		Payment made at t	he beginning of the	month	$\langle \langle \rangle \rangle$	
Period	Opening Monthly Balance	Monthly Payment	Subtotal	Monthly Interest	Closing Monthly Balance	
145 146	1,260,148.75 1,256,578.11	(8,891.82) (8,891.82)	\$ 1,251,256.93 \$ 1,247,686.29	5,321.18 5,305.99	1,256,578.11 1,252,992.29	L
147	1,252,992.29	(8,891.82)	\$ 1,244,100,47	5,290.74	1,249,391.21	
148	1,249,391.21	(8,891.82)	\$ 1,240,499.39	5,275.43	1,245,774.82	
149 150	1,245,774.82 1,242,143.05	(8,891.82) (8,891.82)	\$ 1,236,883,00 \$ 1,233,251.23	5,260.05 5,244.61	1,242,143.05	~?
151	1,238,495.84	(8,891.82)	\$ 1,229,604.02	5,229.10	1,238,495.84 1,234,833.11	
152	1,234,833.11	(8,891.82)	\$ 1,225,941.29	5,213.52	1,231,154.81	
153	1,231 (54.81	(8,891,82)	\$ 1,222,262.99	5,197.88	1,227,460.87	
154 155	1,227,460,87 1,223,751,22	(8,891.82) (8,891.82)	\$ 1,218,569.05 \$ 1,214,859.40	5,182,17 5,166.39	1,223,751.22 1,220,025.79	
156	1,220,025.79	(8,891.82)	\$ 1,211,133.97	5,150.55	1,216,284.52	
157	1,215,284.52	(8,891.82)	\$ 1,207,392.70	5,134.64	1,212,527.34	
158 159	1,212,527.34 1,208,754.18	(8,891.82)	\$ 1,203,635.52 \$ 1,199,862.36	5,118.66 5,102.61	1,208,754.18 1,204,964.97	
160	1,204,964.97	(8,891.82)	\$ 1,196,073.15	5,086.50	1,201,159.65	
161	1,201,159.65	(8,894,82)	\$ 1,192,267,83	5,070,32	1,197,338.15	
162 153	1,197,338.15 1,193,500.40	(8,891.82) (8,891.62)	\$ 1,188,446.33 \$ 1,184,808.58	5,054.07 5,037.75	1,193,500.40 1,189,646.32	
164	1,189,646.32	(8,891.82)	\$ 1,180,754.50	5,021.36	1,185,775.86	
165 166	1,185,775.8 6 1,181,888.93	(8,891.82)	\$1,176,884.04 \$1,472,997.11	5,004.90	1,181,888 93	
167	1,177,985.48	(8,891.82) (8,891.82)	\$ 1,159,093.66	4,988.37 4,971.77	1,177,986.48 1,174,065.43	
168	1,174,065.43	(8,891.82)	\$ 1,165,173.61	4,955.09	1,170,128.70	
169 170	1,170,128.70	(8,891.82) (8,891.82)	\$ 1,161,236.88 \$ 1,157,283,41	4,938.35	1,166,175,23	
171	1,166,175,23 1,162,204.95	(8,891.82)	\$ 1,153,313.13	4,921,54 4,904,66	1,162,204.95 1,158,217.79	
172	1,158,217.79	(8,891.82)	\$ 1,149,325.97	4,887.70	1,154,213.67	
173 174	1,154,213.67 1,150,192.52	(8,891.82) (8,891.82)	\$ 1,145,321.85	4,870,67	1,150,192.52	
175	1,146,154.27	(8,891.82)	\$ 1,141,300.70 \$ 1,137,262.45	4,853.57 4,836,40	1,146,154.27 1,142,098.85	
176	1,142,098.85	(8,891.82)	\$ 1,133,207.03	1,8(9.)5	1,138,026.18	
177 178	1,138,026.18 1,133,936.20	(8,891.82) (8,891.82)	\$ 1,129,134,36 \$ 1,125,044,38	4,8 <mark>01,83</mark> 4,784,44	1,133,936.20	
179	1,129,828.82	(88.108,8)	\$1,120,937,00	4,766.97	1,129,828,82 1,125,703,97	
180	1,125,703.97	(8,891.82)	\$ 1,116,812.15	4,749.43	1,121,561.58	
181 182	1,121,561.58	(8,891.82)	\$ 1,112,609.76	4,731.81	1,117,401.57	
183	1,117,401.57 1,113,223.87	(8,891.82) (8,891.82)	\$ 1,108,509.75 \$ 1,104,332.05	4,714.12 4,696.36	1,113,223.87 1,109,028.41	
184	1,109,028 41	(8,891.82)	\$ 1,100,136.59	4,678.51	1,104,815.10	
185 186	1,104,815 10	(8,891.82)	\$ 1,095,923,28	4,660 60	1,100,583.88	
187	4,100,583 88 1,096,334.66	(8,891.82) (8,891.82)	\$ 1,091,692.06 \$ 1,087,442.84	4,642.60 4,624.53	1,096,334.66 1,092,067.37	
188	1,092,067.37	(8,891.82)	\$ 1,083,175 55	4,606,38	1,087,781.94	
189	1,087,781.94 1,083,478.28	(8,891.82)	\$ 1,078,890,12	4,588 16	1,083,478 28	
13,1	1,079,156.32	(8,891 82) (8,891.82)	\$ 1,074,586,46 \$ 1,070,264,50	4,569.86 4,551.48	1,079,156 32 1,074,815.97	
1 92	1,074 818 97	(8,891 82)	\$ 1,055,924 15	4,533.02	- G70,457 17	
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	1,087,781.94 1,083,478.28 1,079,156.32 1,074 815 97				· - · - - • • •	
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		DARRYL S	TRAWBERRY	δO	.	
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	השרבי	TRED COMP. BALAN	CE AS OF DECEMB	ER 31, 2003	X	
	•				, \(\rangle\)	
		Annual Interest Rat	е	5.1032%	\mathcal{O}_{λ}	
		Months Monthly Interest R Monthly Payment Payment made at the		0,42527% \$ 8,891,82 month	NI NOBRAND	
iod	Opening Monthly Balance	Monthly Payment	Subtotal	Monthly Interest	Closing Monthly	
					Balance	\bigcirc
13 94	1,070,457.17 1,066,079.84	(8,891.82) (8,891.82)	\$ 1,061,565.35 \$ 1,057,188.02	4,514.48 4,495.87	1,065,079.84 1,061,683.89	$^{\circ}$ O
95	1,061,683.89	(8,891.82)	\$ 1,052,792.07	4,477.17	1,061,063.69	~
96	1,057,269.24	(8,891.82)	\$ 1,048,377.42	4,458.40	1,052,835.82	
97 on	1,052,835,82	(8,891.82)	\$ 1,043,944.00	4,439,55	1,048,383.55	
98 99	1,048,383,55 1,043,912.34 >	(8,891.82) (8,891.82)	\$ 1,039,491.73 \$ 1,035,020.52	4,420.61 4,401.60	1,043,912.34	
00	1,039,422.17	(8,891.82)	\$ 1,030,530.29	4,382.50	1,039,422,11 1,034,912.80	
01	1,034,912.80	(8,891.82)	\$ 1,026,020.98	4,363.33	1,030,384.30	
02	1,030,384.30	(8,891.82)	\$ 1,021,492.48	4,344.07	1,025,836,55	
03	1,025,836,55	(8,891.82)	\$ 1,016,944.73 \$ 1,012,377.64	4,324.73 4,305.30	1,021,269 46	
.04 205	. 1,021,269.46 1,016,682.94	(8,891.82)	\$ 1,007,791.12	4,305,30 4,285,80	1,016,682.94 1,012,076.92	
206	1,012,076.92	(8,891.82)	\$ 1,003,185.10	4,266.21	1,007,451,31	
207	1,007,451.31	(8,891.82)	\$ 998,559.49	4,246.54	1,002,806.03	
208	1,002,806.03	(8,891,82)	\$ 993,914.21	4,225.79	998,141.00	
209 210	998,141.0 0 993,456,13	(8,891.8 2) (8,891.82) <	\$ 989,249.18 \$ 984,564.31	4,206.95 4,187.02	993,456,13 988,751.33	
211	988,751.33	(8,891.82)	979,859.51	4,167.02	984,026,52	
212	984,026.52	(8,891.82)	\$ 975,134.70	4,146,92	979,281.63	
213	979,281.63	(8,891.82)	\$ 970,388.81	4,126.74	974,016,55	
214	974,516.55	(8,891.82)	\$ 965,624.73 \$ 960.839.397	4,106.48	969,731.21	
215 216	969,731.21 964,925.52	(8,891.82) (8,891.82)	\$ 960,83 <mark>9,397</mark> \$ 956,033,70	4,086,13 4,065,69	964,925.52 960,099.39	
217	960,099.39	(8,891.82)	\$ 951,207.57	4,045.17	955,252,74	
218	955,252.74	(8,891.82)	\$ 946,360.92	4,024.56	950,385 48	
219	950,385,48	(8,891.82)	\$ 941,493.66	4,003.86	945,497.52	
220 221	945,497.52 940,588.77	(8,891.82) (8,891.82)	\$ 936,605.70 \$ 931,696.95	3,983.07 8,982.20	940,588,77 935,659.15	
222	935,659.15	(8,891.82)	\$ 926,767,33	3,941.23	930,708.56	
223	930,708.56	(8,891,82)	\$ 921,816.74	3,920.18	925,736.92	
224	925,736.92	(8,891,82)	\$ 916,845.10	3,899.04	920,744.14	
225 226	920,744.14	(8,891.82)	\$ 911,852.32 \$ 906,838.30	3,877.80	915,730,12	
227	915,730,12 910,694.78	(8,891.82) (8,891.82)	\$ 906,838.30 \$ 901,802.96	3,856,48 3,835,07	910,694,78 905,638,03	
228	905,638.03	(8,891,82)	\$ 896,746.21	3,813.56	900,559.77	
229	900,559.77	(8,891.82)	\$ 891,667.95	3,791 97	895,459.92	
230	895,459.92	(B,891.82)	\$ 886,568 10	3,770 28	890,338.38	
231 232	890,338.38 885,195.06	(8,891.82) (8,891.82)	\$ 881,446.56 \$ 876,303.24	3,748.50 3,726.63	885,195.06 880,029,86	
233	880,029,86	(8,891.82)	\$ 871,138.04	3,704.66	874,842 7D	
234	874,842 70	(8,891.82)	\$ 865,950.88	3,682.60	869,633.48	
235	869,633 48	(8,891,82)	\$ 860,741.66	3,660 45	864,402.11	
236 237	864,402 11 859,148.49	(8,891.82) (8,891.82)	\$ 855,510 29 \$ 850,256.67	3,638.2D 3,615.86	859,148.49	
258	853,872 53	(8,891.82) (8,891.82)	\$ 844,980.71	3,513 85 3,593 42	853,872.53 848,574.13	
239	848,574 13	(6,891.82)	\$ 839,682,31	3,576.89	843,253 20	
340 🔨 🚫	843,253 20	(8.891.82)	£ 634,351 38	3,548.26	857,909 64	
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			TRAWBERRY YOUT	80.	J. J. O. O. D. J.	
	DEFER	RRED COMP. BALANC		R 31, 2003	う、	
					$\mathcal{A}^{\mathcal{Y}}$	
		Annual Interest Rate	8	5.1032%	`\O ₂	
		Months Monthly Interest Ra	afe.	12 ¹ 0.42527%	$^{\prime}\Diamond_{\lambda}$	
		Monthly Payment	Ş	8,891.82	γ_{λ}	
			ne beginning of the n			
Period	Opening Monthly Balance	Monthly Payment	Subtotal	Monthly Interest	Closing Monthly Balance	
241	837,909.64	(8,891.82)	\$ 829,017.82	3,525.54	832,543.35	
242	832,543.35	(8,891.82)	\$ 823,651.53	3,502.72	827,154.25) .
243 244	827,154,25 821,742,23	(8,891.82) (8,891.82)	\$ 818,262.43 \$ 812,850.41	3,479,80 3,456,78	821,742.23 816,307.19	くク
245	816,307.19	(8,891.82)	\$ 807,415.37	3,433.67	810,849.04	~/
246	810,849.04	(8,891,82)	\$ 801,957.22	3,410.46	805,367.67	
247	805,367.67	(8,891.82)	\$ 796,476.85	3,387.15	799,863.00	
248 249	799 ₍ 863.00 794,334,92	(8,891.82) (8,891.82)	\$ 790,971.18 \$ 785,443.10	3,363.74 3,340.23	794,334.92	
249 250	788,783.32	(8,891,82)	\$ 779,891,50	3,346.62	788,783.32 783,208.12	
251	783,208.12	(8,891.82)	\$ 774,316.30	3,292.91	777,609.21	
252	777,609,21	(8,891.82)	\$ 768,717,39	3,269.10	771,986.49	
253	771,986.49	(8,891.82)	\$ 763,094.67 \$ 757,448.04	3,245.19	766,339.86	
254 255	766,339.86 760,669.21	(8,891,82) (8,891,82)	\$ 757,448.04 \$ 751,777.39	3,221.17 3,197.06	760,669.21 754,974.45	
256	754,974.45	(8,891,82)	\$ 746,082.63	3,172.84	749,255.47	
257	749,255.47	(8,891.82)	\$ 740,363.65	3,148.52	743,512.17	
258	743,512.17	(8,891,52)	\$ 734,620.35 \$ 728,852.63	3,124.10	737,744.45	
259 260	737,744.45 731,952,19	(8,891.82) / (8,691.82)	723,060.37	3,099.57 3,074.93	731,952.19 726,135.31	
261	726,135.31	(8,891.82)	\$ Z17,243.49	3,050,20	720,203.60	
262	720,293.69	(8,891.82)	\$ 771,401.87	3,025.36	714,427.22	
263	714,427.22	(8,891,82)	\$ 708,535.40	3,000.41	708,535.81	
264 265	708,535.81 702,619.34	(8,891.82) (8,891:82)	\$ 699, <mark>643.59</mark> \$ 693,727.62	2,975,35 2,950.19	702,619.34 696,677.71	
206	696,677.71	(8,891.82)	\$ 687,785.89	2,924.92	690,710.82	
267	690,710.82	(8,891.82)	\$ 681,819.00	2,899,55	684,718.55	
268	684,718.55	(8,891.82)	\$ 675,826.73	2,874.07	678,700.79	
269 270	678,700.79	(8,891.82) (8,891.82)	\$ 669,808.97 \$ 663,765.63	2.848.47 2.822.77	672,657.45	
271	672,657 45 666,588.40	(8,891.82)	\$ 657,696.58	2,706.96	666,588 40 660,493,54	
272	660,493.54	(8,891.82)	\$ 651,601.72	2,771,04	654,372.77	
273	654,372.77	(8,891.82)	\$ 645,480.95	2,745.02	648,225.96	
274	G48,225.96	(8,891.82)	\$ 639,334.14	2,718.88	642,053.02	
275 276	,642,053.02 635,853.82	(8,891.82) (8,891.82)	\$ 633,161,20 \$ 626,962.00	2,692,62 2,666,26	635,853,82 629,628.26	
277	629,628.26	(8,891.82)	\$ 620,736.44	2,639.79	623,376 23	
278	623,376.23	(8,891.82)	\$ 614,484.41	2,613.20	617,097.61	
279	617,097.61	(8,891.82)	\$ 608,205,79	2,586,50	510,792 28	
280 281	610,792.28 604,460 14	(8,891.82) (8,891.82)	\$ 601,900 46 \$ 595,568.32	2,559,68 2,532.75	604,460.14 598,101 08	
282	598,101 08	(8,891.82)	\$ 589,209.26	2,505,71	591,714.97	
283	591,714 97	(8,891.82)	\$ 582,823,15	2,478,55	589,301.70	
284	585,301 70	(8,891 82)	\$ 576,409 88	2,451 28	578,861 16	
286	5/8,561 16 572 303 23	(23 198,3) (23 198,3)	\$ 569,969.34 \$ 563,501.41	2,423 89	572,393 23	
787	555,897 79	(8,891 82)	\$ 557,005 97	2,395 38 2,358 76	565,897 79 559,374 73	
288	559,374.73	(5,891 82)	\$ 550 482 91	2,341.02	652,823.93	
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	585,301 70 578,861 16 572,393,23 565,897 79 509,374.73					
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Case	04412200/0010011M 0	CERCOASS DDM	ocium ee in 167821	Filite 075130114	Fragge 1.7506 fl. 126	
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	UEFER	RRED COMP. BALA!	YOE AS OF DECEME	3ER 31, 2003	$\langle \langle \rangle$	
		Annual Interest Ra	a‡e	5.1032%	(V)	
		Months		12		
		Monthly Interest I	Rate	0.42527%	* C>	
		Monthly Payment Payment made at	the beginning of the	\$ 8,891.82 • month	`\\\\	
	Constitution like with his			5 N	`\ <u>\</u> \	
erlod	Opening Monthly Balance	Monthly Payment	Subtotal	Monthly Interest	Closing Monthly Balance)
289	552,823.93	(8,891.82)	\$ 543,932.11	2,313.15	r in the tra	\mathcal{O}_{-}
290	546,245.28	(8,891.82)	\$ 537,353.46	2,285.19	546,245,28 639,638,64	TO.
291	539,538.64	(8,891.82)	\$ 530,746.82	2,257.09	533,003.91	-<
292 293	533,003.91 526,340.97	(8,891.82) (8,891.82)	\$ 524,112,09 \$ 517,449.15	2,228,87 2,200.54	526,340.97	
293 294	526,540.97 519,649,68	(8,891.82)	\$ 510,757,86	2,200.54 2,172.08	519,649.68 512,929,95	
295	512,929.95	(8,891.82)	\$ 504,038.13	2,143.51	506,181.63	
296	506,1 81,63 499,404.82	(8,891.82) /8.894.82\	\$ 497,289.81	2,114.81	499,404.62	
297 298	499,404.62	(8,891.82) (8,891.82)	\$ 490,512.80 \$ 483,706.97	2,085,99 2,057.04	492,598.79 485,764.01	
299	485,764.01	(8,891.82)	\$ 476,872.19	2,027.98	478,900.17	
300	478,900.17	(8,891.82)	\$ 470,008.35	1,998.79	472,007.14	
301	472,007.14 465,084.80	(8,891.82) (8,891.82)	\$ 463,115.32 \$ 456,192.98	1,969.48 1,940.04	465,084.80	
302 303	458,133.01	(8,851.82)	\$ 449,241.19	1,910.47	458,133.01 451,151.66	
304	451,151.66	(8,891,82)		1,880,78	444,140.63	
305	444,140.63	(8,891,82)	\$ 435,248,81	1,850.97	437,099.78	
306 307	437,099.78 430,028.98	(8,891.82) < (8,891.82)	\$ 428,207.96 421,137.16	1,821.03 1,790.96	430,028.98 422,928.12	
308	422,928.12	(8,891.82)	\$ 414,036,30	1,760.76	415,797.06	
309	415,797.06	(8,891.82)	\$ 100,905.24	1,730.43	408,635.67	f
310 311	408,635.67 401,443.83	(8,891,82) (8,891,82)	\$ 399,743.85 \$ 392,552,04	1,699.98 1,669,39	401,443,83 394,221.40	
312	394,221,40	(8,891.82)	\$ 385,329,53	7,638.68	386,968,26	
313	386,968.26	(8,891.82)	\$ 378,076.44	1,607.83	379,684.27	
314 315	379,684.27 372,369,31	(8,891.82) (8,891.82)	\$ 370,792.45 \$ - 363,477.49	1,576.86 1,545,75	372,369,31 365,023.24	
316	365,023.24	(8,891.82)	\$ 356,131.42	• 1,514.51	357,645.92	
317	357,645.92	(8,891.82)	\$ 348,754.10	(,483,13	350,237.24	
318 319	350,237.24 342,797.05	(8,891.82) (8,891.82)	\$ 341,345.42 \$ 333,905.23	1,45 (.63	342,797.05	
320	335,325.22	(8,891.82)	\$ 326,433.40	1,419.59 1,388.21	335,325.22 327,821.61	
321	327,821.61	(8,891,82)	\$ 318,929.79	1,356.30	320,286.09	
322 323	320,286.09 312,718.53	(8,891.82)	\$ 311,394.27 \$ 303,826.71	1,324.25	312,718.53	
324	305,118.78	(8,891.82) (8,891.82)	\$ 303,826.71 \$ 296,226.96	1,292.07 1,259.75	305,118.78 297,486.71	
325	297,486.71	(8,891.82)	\$ 288,094.89	1,227.30	289,822.19	
326	289,822.19	(8,891.82)	· ·	1,194 70	282,125.07	
327 328	282,125.07 274,395.22	(8,891.82) (8,891.82)		1,161.97 1,129.10	274,395.22 266,632.50	
329	266,632.50	(8,891.82)		1,096.09	266,832,50 258,836,77	
330	258,836.77	(8,891,82)	\$ 249,944.95	1,062.93	251,007.88	
331 532 333	251,007.88 243,145.70	(8,891 82) (8,891.82)	•	1,029.64	243,145,70	
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	235,250.08	(6,691.62) (8,891.82)		996.20 962,63	235,250.08 227,320.89	
335 335	227,320,89	(8,891.82)	\$ 218,429.07	928.91	219,357.97	
T. D. C.	219,357.97 211,351.20	(8,891.82) (8,891.82)		895.04	211,361.20	
	21 1/00 1/00		, 🔍 ४७८,493.00	861.03	203,330,41	
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 Annual Interest Rate
 5.1032%

 Months
 12

 Monthly Interest Rate
 0,42527%

 Monthly Payment
 \$ 8,891.82

Payment made at the beginning of the month

Period	Opening Monthly Balance	Monthly Payment	Subtotal	Monthly Interest	Closing Monthly Balance
337	203,330.41	(8,891.82)	\$ 194,438.59	826,88	195,265 47
338	195,265.47	(8,891.82)	\$ 186,373.65	792,59	187,166.24
339	187,166.24	(8,891.82)	\$ 178,274.42	758 14	179,032.56
340	179,032.56	(8,891.82)	\$ 170,140.74	723.55	170,864.29
341	170,864.29	(8,891.82)	\$ 161,972.47	688,81	162,661,29
342	162,661.29	(8,891.82)	\$ 153,769.47	653.93	154,423.40
343	154,423.40	(8,891,82)	\$ 145,531,58	618.90	146,150.48
344	146,750.48	(8,891,82)	\$ 137,258,66	583.72	137,842,37
345	137,842,37	(8,891.82)	\$ 128,950,55	548.38	129,498.93
346	129,498.93	(8,891.82)	\$ 120,607.11	512.90	121,120.02
347	121,120.02	(8,891.82)	\$ 112,228.20	477.27	112,705,47
348	112,705.47	(8,891.82)	\$ 103,813.65	441.48	104,255.13
349	104,255.13	(8,891.82)	\$ 95,363.31	405.55	95,768.86
350	95,768.86	(8,891.82)	\$ 86,877.04	369,46	87,246.50
351	87,246.50	(8,891.82)	\$ 78,354,68	333.22	78,687.89
352	78,687.89	(8,891.82)	\$ 69,796.07	296.82	70,092,89
353	70,092.89	(8,891.82)	\$ 61,201.07	260.27	61,461.34
354	61,461.34	(8,891.82)	\$ 52,569.52	223,56	52,793,08
355	52,793.08	(8,891.82)	\$ 43,901.26	186.70	44,087.96
356	44,087.96	(8,891.82)	35,196,14	149.88	35,345.82
357	35,345.82	(8,891.82)	\$ 28 454.00	112.50	26,566,50
358	26,566.50	(8,891,82)	\$ 17,674.68	75 16	17,749.84
359	17,749.84	(8,891.82)	- \$ 8,8 <u>59</u> .02	37.67	8,895.69
360	8,895.69	(8,891,82)	\$ 3.87	0.02	3 89

Function Check (\$8,891 82)

* Alectas mines BRAND Com

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