

7511

RECORDATION NO. _____ Filed & Recorded

MAY 10 1974 -9 40 AM

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

INTERSTATE COMMERCE COMMISSION

On this 7th day of May, 1974, I,
Shelia Brasher, a Notary Public in and for
Harris County, Texas, do hereby certify and state that I have
compared the attached copies of documents relating to a lease
of certain railroad cars by and between Manufacturers Hanover
Leasing Corporation, as lessor, and Parker Brothers & Co., Inc.,
as lessee, with the original, executed documents, that such
copies are complete copies of the originals in all respects
including dates, signatures and acknowledgments, and that
such copies are true and correct in all respects.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
seal of office the day and year aforesaid.

Shelia Brasher
Notary Public in and for
Harris County, T E X A S

(SEAL)

My commission expires 6-1-76



MANUFACTURERS HANOVER LEASING CORPORATION

350 PARK AVENUE, NEW YORK, N Y 10022

RECORDATION NO. _____ Filed & Recd. J. J.

MAY 10 1974 - 9 40 AM

LESSOR: MANUFACTURERS HANOVER LEASING CORPORATION ("Lessor")

LEASE NO. _____

LESSEE: PARKER BROTHERS & CO., INC.

INTERSTATE COMMERCE COMMISSION

("Lessee")

ADDRESS: 5303 Navigation, Post Office Box 107, Houston, Texas, 77001

1. **LEASE.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, on the terms and conditions hereinafter set forth, the items of personal property (the "Equipment") described in each Acceptance Supplement (a "Supplement") which is executed and delivered by Lessor and Lessee pursuant to the terms of this Master Equipment Lease. Each Supplement shall be in the form prescribed by Lessor and, upon the execution and delivery thereof, shall constitute a part of this Master Equipment Lease to the same extent as if the provisions thereof were set forth in full in this Master Equipment Lease; and the terms "Agreement", "hereof", "herein" and "hereunder", when used in this Master Equipment Lease, shall mean this Master Equipment Lease and each such Supplement. This Agreement constitutes an agreement of lease and nothing herein contained shall be construed as conveying to Lessee any right, title or interest in the Equipment except as Lessee only.

2. **TERM; ACCEPTANCE; RENT; RETURN.** The term of lease of each item of Equipment leased hereunder shall commence on the Commencement Date specified in the Supplement pertaining to such Equipment and, unless earlier terminated pursuant to the provisions hereof, shall continue for the term specified in such Supplement. Lessee's execution and delivery of each Supplement shall constitute Lessee's irrevocable acceptance of the Equipment covered thereby for the purposes of this Agreement. Lessee shall pay to Lessor (at Lessor's office specified above or as Lessor may otherwise designate), rent for each item of Equipment in periodic installments of such amounts and at such times as is set forth in the Supplement pertaining thereto. Each date on which an installment of rent is payable hereunder is hereinafter called a "Rent Payment Date". Lessee shall also pay to Lessor, on demand, interest at the rate of 10% per annum or at the highest rate permitted by law, whichever is less, on any installment of rent and on any other amount owing hereunder which is not paid when due for any period when the same shall be overdue. Upon the expiration or earlier termination of the term of lease of each item of Equipment leased hereunder, Lessee shall at its expense return such item to Lessor at such location as Lessor may designate, in the condition required to be maintained by Section 7 hereof.

3. **DISCLAIMER.** LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER. Lessee confirms that it has made (or will make) the selection of each item of Equipment on the basis of its own judgment and expressly disclaims reliance upon any statements, representations or warranties made by Lessor. Lessor shall not be liable to Lessee for any matter relating to the ordering, manufacture, purchase, delivery, assembly, installation, testing, operation or servicing of the Equipment or for any claim, loss, damage or expense of any kind caused by the Equipment.

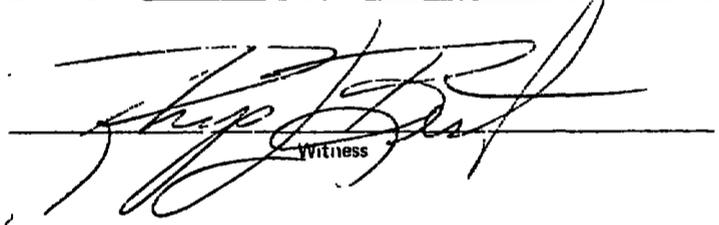
4. **EQUIPMENT TO REMAIN PERSONAL PROPERTY; LOCATION; IDENTIFICATION; INSPECTION.** Lessee represents that the Equipment shall be and at all times remain separately identifiable personal property. Lessee shall, at its expense, take such action as may be necessary to prevent any third party from acquiring any right to or interest in the Equipment by virtue of the Equipment being deemed to be real property or a part of other personal property. The Equipment may not be removed from the location specified in the Supplement pertaining thereto without Lessor's prior written consent. If requested by Lessor, Lessee shall attach to and maintain on the Equipment a conspicuous plate or making disclosing Lessor's ownership interest therein. Lessor or its representative may, at reasonable times, inspect the Equipment.

5. **TAXES; INDEMNITY.** Lessee agrees to pay, and to indemnify and hold Lessor harmless from, all license fees, assessments, and sales, use, property, excise and other taxes and charges (other than those measured by Lessor's net income) now or hereafter imposed by any governmental body or agency upon or with respect to (a) the Equipment or the possession, ownership, use or operation thereof or (b) this Agreement or the consummation of the transactions here contemplated. Lessee further agrees to assume liability for, and to indemnify and hold Lessor harmless against, all claims, costs, expenses, damages and liabilities arising from or pertaining to the manufacture, assembly, installation, ownership, use, possession and operation of the Equipment. The agreements and indemnities contained in this Section shall survive the expiration or earlier termination of this Agreement.

6. **NON-CANCELLABLE AGREEMENT; LESSEE'S OBLIGATIONS UNCONDITIONAL.** This Agreement cannot be cancelled or terminated except as expressly provided herein. Lessee hereby agrees that its obligation to pay all rent and other amounts payable hereunder and to perform its duties with respect hereunder shall be absolute and unconditional under any and all circumstances, including, without limitation, the following: (i) any setoff, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the manufacturer or supplier of any Equipment or anyone else for any reason whatsoever, (ii) any defect in the condition, design, title, operation or fitness for use, or any damage to or loss, of any Equipment, (iii) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing. Each rent or other payment made by Lessee hereunder shall be final and Lessee will not seek to recover all or any part of such payment from Lessor for any reason whatsoever.

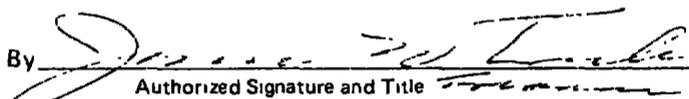
THE TERMS AND CONDITIONS CONTINUED ON THE REVERSE SIDE HEREOF CONSTITUTE AN INTEGRAL PART OF THIS AGREEMENT. This Agreement correctly sets forth the entire agreement between Lessor and Lessee. No agreements or understandings shall be binding on either of the parties hereunder unless specifically set forth herein. The term "Lessee" as used herein shall mean and include any and all lessees who sign hereunder, each of whom shall be jointly and severally bound thereby.

Executed this 17th day of April, 1974.

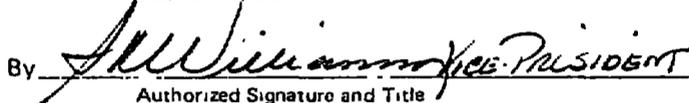

Witness

By execution hereof, the signer hereby certifies that he has read the Agreement, INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Master Equipment Lease on behalf of Lessee.

LESSEE: PARKER BROTHERS & CO., INC.

By 
Authorized Signature and Title

LESSOR: MANUFACTURERS HANOVER LEASING CORPORATION

By 
Authorized Signature and Title

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 17TH day of APRIL, 1974, before me personally appeared James W. Trimble, to me personally known, who being by me duly sworn, says that he is the Treasurer of Parker Brothers & Co., Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

J. W. Colburn
Notary Public in and for
Harris County, T E X A S
J. W. COLBURN

My commission expires 1 JUNE 1975

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 17TH day of APRIL, 1974, before me personally appeared J. L. Williams, to me personally known, who being by me duly sworn, says that he is the Vice President of Manufacturers Hanover Leasing Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

J. W. Colburn
Notary Public in and for
Harris County, T E X A S
J. W. COLBURN

My commission expires 1 JUNE 1975

MANUFACTURERS HANOVER LEASING CORPORATION

RIDER

Rider attached to and made a part of that certain lease agreement (hereinafter referred to as the "Agreement"), dated the day of April, 1974, between Manufacturers Hanover Leasing Corporation (hereinafter referred to as the "Lessor") and Parker Brothers & Co., Inc., (hereinafter referred to as the "Lessee"). Terms defined in the Agreement shall have the same meaning when used herein. The provisions of the aforementioned Agreement notwithstanding, Lessor and Lessee hereby agree as follows:

1. For the purposes of this Rider each item of Equipment is herein referred to singularly as a "Unit" and collectively as the Units.
2. There shall be added to the Agreement an additional Section 17 which shall read as follows:

17. Identification Marks. The Lessee will cause each Unit to be kept numbered with the identifying number set forth in Schedule A hereto, or in the case of any Unit not there listed such identifying number as shall be set forth in any amendment or supplement hereto extending this Agreement to cover such Unit, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Unit, in letters not less than one inch in height, the name of the Lessor followed by the words "Lessor or other appropriate words designated by the Lessor, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Lessor's title to and property in such Unit and the rights of the Lessor under this Agreement. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until such name and words shall have been so marked on both sides thereof and will replace promptly any such name and words which may be removed, defaced or destroyed. The Lessee will not change the identifying number of any Unit except in accordance with a statement of new number or numbers to be substituted therefor, which statement previously shall have been filed with the Lessor and filed, recorded and deposited by the Lessee in all public offices where this Agreement shall have been filed, recorded and deposited.

Except as provided in the immediately preceding paragraph, the Lessee will not allow the name of any person, association or corporation to be placed on any Unit as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may allow the Units to be lettered with the names or initials or other insignia customarily used by the Lessee on railroad equipment used by them of the same or similar type for convenience of identification of their rights to use the Units as permitted under this Agreement.

3. The last sentence of Section 2 of the Agreement is hereby deleted in full.

4. There shall be added to the Agreement an additional Section 18 which shall read as follows:

18. Return of Units Upon Default. If this Agreement shall terminate pursuant to Section II hereof, the Lessee shall forthwith deliver possession of any Unit or Units to the Lessor. For the purpose of delivering possession of any Unit or Units to the Lessor as above required, the Lessee shall at its own cost, expense and risk:

(a) forthwith place such Units upon such storage tracks of the Lessee as the Lessor reasonably may designate;

(b) permit the Lessor to store such Units on such tracks at the risk of the Lessee until such Units have been sold, leased or otherwise disposed of by the Lessor; and

(c) transport the same to any place on the lines of railroad operated by the Lessee or any of its affiliates or to any connecting carrier for shipment, all as directed by the Lessor.

The assembling, delivery, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee and are of the essence of this Agreement, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. During any storage period, the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Unit, to inspect the same.

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 18, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be in possession of such Unit as the time.

5. There shall be added to the Agreement an additional Section 19 which shall read as follows:

19. Return of Units upon Expiration of Term. As soon as practicable on or after the expiration of the term of this Agreement with respect to any Unit, the Lessee will (unless the Unit is sold to the Lessee), at its own cost and expense, at the request of the Lessor, deliver possession of such Unit to the Lessor upon such storage tracks of the Lessee as the Lessor may select and permit the Lessor to store such Unit on such tracks for a period not exceeding one month and transport the same, at any time within such one-month period, to any reasonable place on the railroad track operated by the Lessee, or to any connecting carrier for shipment, all as directed by the Lessor; the movement and storage of such Unit to be at the expense and risk of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any

prospective purchaser of such Unit, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The assembling, delivery, storage and transporting of the Units as hereinbefore provided are of the essence of this lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. If Lessor shall elect to abandon any Unit which has suffered a Loss or which after the expiration of this Lease the Lessor shall have deemed to have suffered a Loss, it may deliver written notice to such effect to the Lessee and the Lessee shall thereupon assume and hold the Lessor harmless from all liability arising in respect of any responsibility of ownership thereof, from and after receipt of such notice. The Lessor shall execute and deliver to the Lessee a bill of sale or bills of sale transferring to the Lessee, or upon its order, the Lessor's title to and property in any Unit abandoned by it pursuant to the immediately preceding sentence. The Lessee shall have no liability to the Lessor in respect of any Unit abandoned by the Lessor after termination of the Lease; provided however, that the foregoing clause shall not in any way relieve the Lessee of its obligations pursuant to Section 9 hereof to make payments equal to the Stipulated Loss Value of any Unit experiencing a Loss while this Lease is in effect.

6. There shall be added to the Agreement an additional Section 20 which shall read as follows:

20. Opinion of Counsel. Prior to the Commencement Date of this Lease for any Unit, the Lessee will deliver to the Lessor two counterparts of the opinion of counsel for the Lessee, addressed to the Lessor, in scope and substance satisfactory to the Lessor, and its counsel, to the effect that:

A. the Lessee is a corporation legally incorporated, validly existing and in good standing under the laws of its state of incorporation (specifying the same) with adequate corporate power to enter into this Lease;

B. this Lease has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement of the Lessee;

C. the entering into and performance of this Lease will not result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Lessee is a party or by which it may be bound; and

D. no mortgage, deed of trust, or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interests therein of the Lessee, now attaches or hereafter will attach to the Units or in any manner affects or will affect adversely the Lessor's right, title and interest therein; provided, however, that such liens may attach to the rights of the Lessee hereunder in and to the Units.

7. There shall be added to the Agreement an additional Section 21 which shall read as follows:

21. Recording Expenses. Within ten days after Commencement Date, this Lease, and any sublease relating thereto shall be filed and recorded with the Interstate Commerce Commission in accordance with

Section 20c of the Interstate Commerce Act and a Form UCC-1 Financing Statement with respect to the Units shall be filed with the Secretary of State of the State of Texas, and Lessee shall furnish to Lessor an opinion of counsel for the Lessee that such filings have been made. The Lessee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record (and will refile, re-register, deposit and re-deposit or re-record whenever required) any and all further instruments required by law or reasonably requested by the Lessor for the purpose of proper protection, to its satisfaction of the Lessor's interest in the Units, or for the purpose of carrying out the intention of this Lease; and the Lessee will promptly furnish to the Lessor evidences of all such filing; registering, depositing or recording.

The Lessee will pay the reasonable costs and expenses involved in the preparation of this Lease and will bear the respective fees and disbursements, if any, of their respective counsel.

8. There shall be added to the Agreement an additional Section 22 which shall read as follows:

22. Purchase Option. The provisions of the aforementioned Lease Agreement notwithstanding, Lessor and Lessee hereby agree that at the end of the original lease term under the Lease Agreement, Lessee shall have the option to purchase any or all Equipment, as defined in the Lease Agreement and related acceptance supplements at the then appraised Fair Market Value thereof, as appraised by an independent appraiser mutually acceptable to the Lessor and Lessee, and upon receipt of the purchase price Lessor will transfer to Lessee all of its right, title and interest in the Equipment purchased, as-is, where-is, without representation and warranty of any kind, express or implied. In order to exercise such option, Lessee will give Lessor written notice thereof at least sixty (60) days prior to the original Expiration Date, and if purchasing, Lessee must remit cash to Lessor or its assigns on or before the original Expiration Date.

9. There shall be added to the Agreement an additional Section 23 which shall read as follows:

23. Sublease by Lessee. Notwithstanding the provisions of Section 8 of the Agreement, the Lessee may sublease the Units to PB R.R., Inc., subject to the following conditions:

(a) Any such sublease shall not release the Lessee from any of its obligations and liabilities under the Agreement;

(b) the recording provisions of Section 21 of the Agreement with respect to the sublease shall have been complied with at least ten days prior to the commencement of the sublease;

(c) Lessor shall have received, not later than ten days prior to the commencement date of the sublease, a copy of a letter of opinion from counsel to the sublessee to the same effect (with respect to the sublease) as Section 20, and to the further effect that no approval is required from any public regulatory body with respect to the entering into or performance of the sublease; and

(d) Lessor shall have received, not later than ten days prior to the commencement date of the sublease, an opinion of counsel to the Lessee to the effect that all federal, state and local filings and recordings have been made which are necessary to protect the interests of both the Lessor and the Lessee in the Units.

MANUFACTURERS HANOVER LEASING
CORPORATION (Lessor)

By *William*
Title VICE PRESIDENT

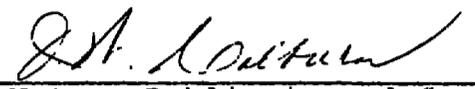
PARKER BROTHERS & CO., INC.
(Lessee)

By *J. J. J.*
Title Treasurer

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 17TH day of APRIL, 1974, before me personally appeared James W. Trimble, to me personally known, who being by me duly sworn, says that he is the Treasurer of Parker Brothers & Co., Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)



Notary Public in and for
Harris County, T E X A S
J. W. COLBURN

My commission expires JUNE 1975

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 17TH day of APRIL, 1974, before me personally appeared J. L. Williams, to me personally known, who being by me duly sworn, says that he is the Vice President of Manufacturers Hanover Leasing Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)



Notary Public in and for
Harris County, T E X A S
J. W. COLBURN

My commission expires JUNE 1975

ACCEPTANCE SUPPLEMENT

Supplement No. 1 to Master Equipment Lease No. PS-100

Commencement Date July 1, 1974; Expiration Date July 1, 1976.

THIS ACCEPTANCE SUPPLEMENT is executed and delivered by Manufacturers Hanover Leasing Corporation ("Lessor") and Parker Brothers Co., Inc. ("Lessee") pursuant to and in accordance with the Master Equipment Lease dated July 1, 1974 between Lessor and Lessee (the "Agreement", the defined terms therein being used herein with their defined meanings).

A. The Equipment covered by this Acceptance Supplement consists of the following items:

Quantity	Manufacturer/Model	Description	Serial #	Cost

which Equipment is the subject of Lessee's Requisition No. _____ and/or Purchase Order No. _____.

B. Lessee confirms that said Equipment has been delivered to it, duly assembled and installed in good working order and condition, at the following location:

Parker Brothers Co., Inc.
1000 North Main Street (Miller Building)
Des Moines, Iowa

C. Lessee hereby: (a) confirms that said Equipment is of the size, design, capacity and manufacture selected by it and meets the provisions of any purchase order pursuant to which Lessor has acquired title thereto; and (b) irrevocably accepts said Equipment as-is, where-is for all purposes of the Agreement as of the Commencement Date set forth above.

D. The term of lease of said Equipment under the Agreement shall commence as of the Commencement Date set forth above and, unless earlier terminated pursuant to the provisions of the Agreement, shall expire on the Expiration Date set forth above.

E. As rent for said Equipment throughout the term of lease referred to in the preceding paragraph D, Lessee shall pay to Lessor in accordance with the terms of the Agreement the sum of \$ 1,234,133.20, payable in 48 consecutive Quarterly installments of \$ 27,551.31 each, on the 1st day of each Quarter, commencing August 1, 1974 to and including July 1, 1976.

F. All of the provisions of the Agreement are hereby incorporated by reference in this Acceptance Supplement to the same extent as if fully set forth herein.

APPROVED AND AGREED to by the parties hereto as of the Commencement Date set forth above.

J. L. Bled
 Witness

LESSEE: Parker Brothers Co., Inc.

The undersigned affirms that he is duly authorized to execute and deliver this Acceptance Supplement on behalf of Lessee

By [Signature]
 Title: Treasurer

LESSOR: MANUFACTURERS HANOVER LEASING CORPORATION

By _____
 Title: _____

EXHIBIT A
to
Acceptance supplement as of May 1, 1974
BETWEEN
PARKER BROTHERS & CO., INC. & MANUFACTURERS HANOVER LEASING CORPORATION

<u>MANUFACTURER/MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>COST</u>
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 100	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 101	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 102	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 103	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 104	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 105	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 106	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 107	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 108	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 109	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 110	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 111	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 112	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 113	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 114	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 115	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 116	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 117	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 118	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 119	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 120	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 121	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 122	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 123	18,292.84

<u>MANUFACTURER/MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>COST</u>
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 124	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 125	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 126	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 127	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 128	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 129	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 130	18,292.84
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Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 136	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 137	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 138	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 139	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 140	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 141	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 142	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 143	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 144	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 145	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 146	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 147	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 148	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 149	18,292.84

ACCEPTANCE SUPPLEMENT

Supplement No. 2 to Master Equipment Lease No. PB-100
 Commencement Date June 1st, 1974; Expiration Date June 1st, 1986.

THIS ACCEPTANCE SUPPLEMENT is executed and delivered by Manufacturers Hanover Leasing Corporation ("Lessor") and Parker Brothers & Co., Inc. ("Lessee") pursuant to and in accordance with the Master Equipment Lease dated April 17, 1974 between Lessor and Lessee (the "Agreement", the defined terms therein being used herein with their defined meanings).

A. The Equipment covered by this Acceptance Supplement consists of the following items:

Quantity	Manufacturer/Model	Description	Serial #	Cost
	<u>Exhibit A</u>			

which Equipment is the subject of Lessee's Requisition No. _____ and/or Purchase Order No. _____.

B. Lessee confirms that said Equipment has been delivered to it, duly assembled and installed in good working order and condition, at the following location:

Parker Brothers & Co., Inc.
Post Office Box 184 (5 miles southwest of Wald Road)
New Braunfels, Texas

C. Lessee hereby: (a) confirms that said Equipment is of the size, design, capacity and manufacture selected by it and meets the provisions of any purchase order pursuant to which Lessor has acquired title thereto; and (b) irrevocably accepts said Equipment as-is, where-is for all purposes of the Agreement as of the Commencement Date set forth above.

D. The term of lease of said Equipment under the Agreement shall commence as of the Commencement Date set forth above and, unless earlier terminated pursuant to the provisions of the Agreement, shall expire on the Expiration Date set forth above.

E. As rent for said Equipment throughout the term of lease referred to in the preceding paragraph D. Lessee shall pay to Lessor in accordance with the terms of the Agreement the sum of \$ 1,336,138.30, payable in 48 consecutive quarterly installments of \$ 27,836.21 each, on the 1st day of each quarter, commencing September 1st, 1974 to and including June 1st, 1986.

F. All of the provisions of the Agreement are hereby incorporated by reference in this Acceptance Supplement to the same extent as if fully set forth herein.

APPROVED AND AGREED to by the parties hereto as of the Commencement Date set forth above.

J. L. Bled
 Witness

LESSEE: PARKER BROTHERS & CO., INC.

The undersigned affirms that he is duly authorized to execute and deliver this Acceptance Supplement on behalf of Lessee

By J. W. Tucker
 Title: Treasurer

LESSOR: MANUFACTURERS HANOVER LEASING CORPORATION

By _____
 Title: _____

EXHIBIT A
TO
ACCEPTANCE SUPPLEMENT AS OF JUNE 1, 1974
BETWEEN
PARKER BROTHERS & CO., INC. AND MANUFACTURERS HANOVER LEASING CORPORATION

<u>MANUFACTURER/MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>COST</u>
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 150	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 151	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 152	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 153	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 154	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 155	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 156	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 157	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 158	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 159	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 160	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 161	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 162	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 163	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 164	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 165	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 166	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 167	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 168	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 169	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 170	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 171	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 172	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 173	18,292.84

<u>MANUFACTURER/MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>COST</u>
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 174	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 175	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 176	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 177	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 178	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 179	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 180	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 181	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 182	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 183	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 184	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 185	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 186	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 187	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 188	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 189	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 190	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 191	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 192	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 193	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 194	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 195	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 196	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 197	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 198	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	PBCX 199	18,292.84