

RECORDATION NO. 13682-E
FILED 1426

JUL 19 1982 -2 40 PM

LAW OFFICES

JACKSON, CAMPBELL & PARKINSON, P.C.

INTERSTATE COMMERCE COMMISSION

THOMAS SEARING JACKSON+
OF COUNSEL

ONE LAFAYETTE CENTRE

SUITE 300 SOUTH

1120 20TH STREET, N.W.

WASHINGTON, D. C. 20036

MARYLAND OFFICE
200 A MONROE STREET
ROCKVILLE, MARYLAND 20850
(301) 340-0450

VIRGINIA OFFICE
2000 N. 16TH STREET
ARLINGTON, VIRGINIA 22201
(703) 522-1330

DIRECT DIAL NUMBER
457-1634

- EDMUND D. CAMPBELL*
- BENJAMIN W. DULANY* +
- KENNETH WELLS PARKINSON
- DANIEL WEBSTER COON +
- JAMES COBURN EASTMAN**
- ARTHUR C. ELGIN, JR. +
- JAMES P. SCHALLER*
- ROGER V. BARTH +
- JAMES E. BRAMMER
- PATRICIA D. GURNE
- NICHOLAS STILLWELL McCONNELL**
- ALBERT A. FOER
- ALAN R. SWENDIMAN +
- PATRICK L. WOODWARD +
- JAMES R. MICHAL +
- WILFORD L. WHITLEY, JR.
- DAVID H. COX*
- RICHARD W. BRYAN*

RECORDATION NO. 13682-D
FILED 1426

INT'L TELEX: 64708
(202) 457-1600

RECORDATION NO. 13682-F
FILED 1426

JUL 19 1982 -2 40 PM July 19, 1982

JUL 19 1982 -2 40 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION 2-200A092

*ALSO ADMITTED IN MARYLAND
**ALSO ADMITTED IN VIRGINIA

Ms. Agatha L. Mergenovich
Office of the Secretary
Recordation Office
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Date JUL 19 1982
Rec 22.00 CASH
100 Washington, D.C.

Re: Lease Between MDFC Equipment
Leasing Corporation, as
Lessor, and Naas Foods, Inc.,
as Lessee; I.C.C. Recordation
File No. 13682.

Dear Ms. Mergenovich:

In accordance with the provisions of Section 11303
of the Revised Interstate Commerce Act, 49 U.S.C. § 11303,
and Part 1116 of Title 49 of the Code of Federal Regula-
tions, I request, as special counsel for McDonnell Douglas
Finance Corporation (MDFC), that the enclosed document be
recorded and filed with the Interstate Commerce Commission.

You will find enclosed herewith an original and two
(2) certified copies of three (3) Individual Equipment
Records (IERS) in connection with three (3), new PD3000
Aseptic Railcars, bearing Road Nos. NAHX 94649, 94653 and
94657. These IERS constitute an amendment to an Equipment
Lease Agreement, dated as of June 18, 1982, by and between
McDonnell Douglas Finance Corporation (MDFC) Equipment
Leasing Corporation, as Lessor, and Naas Foods, Inc., as
Lessee, which was filed with your office on June 28, 1982
and assigned Recordation No. 13682.

Counterpart for Carolyn Ann Killea

JUL 19 2 28 PM '82
FEE OPERATION BR.
RECEIVED

Ms. Agatha L. Mergenovich
July 19, 1982
Page two

The parties to this amendment of the IERs currently attached to the Equipment Lease are:

MDFC Equipment Leasing Corporation
P. O. Box 580
100 Oceangate, Suite 900
Long Beach, California 90801
Attention: President

and

Naas Foods, Inc.
P. O. Box 1029
Portland, Indiana 47371
Attention: President

You will also find enclosed herewith a check made payable to the Interstate Commerce Commission for the sum of Ten Dollars (\$10.00), in payment of the requisite filing fee for an amendment. This amendment, consisting of three (3) IERs, should be assigned I.C.C. Recordation No. 13682-D.

Would you please stamp, as filed, and return the enclosed copies to my office at your earliest convenience?

If you have any questions in this regard, please do not hesitate to contact me.

Sincerely yours,

JACKSON, CAMPBELL & PARKINSON, P.C.

By:



David H. Cox

DHC/lg

Enclosures As Stated

cc: John H. Kraus, Esquire

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

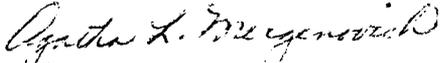
David H. Cox
Jackson, Campbell &
Parkinson, P.C.
One Lafayette Centre - Suite 300 Sth.
1120 20th St. N. W.
Washington, D. C. 20036

July 19, 1982

Dear Sir:

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/19/82 at 2:40PM , and assigned re-
recording number (s). 13682-D, 13682-E, & 13682-F

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure (s)

INDIVIDUAL EQUIPMENT RECORD

IER NO. 663-002

Dated as of July 16, 1982 to that Equipment Lease Agreement dated as of June 18, 1982 between:

LESSOR: MDFC Equipment Leasing Corporation
 P.O. Box 580
 100 Oceangate, Suite 900
 Long Beach, California 90801

LESSEE: Naas Foods, Inc.
 P. O. Box 1029
 Portland, IN 47371

RECORDATION NO. 13682-1 Filed 1405

JUL 19 1982 - 2 40 PM
 INTERSTATE COMMERCE COMMISSION

LOCATION OF EQUIPMENT: Naas Foods, Inc., Portland, IN (Equipment may be used within the Continental United States.)

ACCEPTANCE DATE: July 16, 1982

New <u>X</u> Used _____	Lessee's Purchase Order No. _____	Term: <u>12</u> year(s) <u>0</u> month(s) Commencing on the Acceptance Date	Security Deposit: \$ <u>None</u>
----------------------------	--------------------------------------	--	-------------------------------------

Sale and Use Tax: Exempt: <input checked="" type="checkbox"/> Exemption No. _____ Capitalized <input type="checkbox"/> Based on Rentals _____% <input type="checkbox"/> Remit with each Payment	INSURANCE REQUIREMENTS: ALL RISK: Stipulated loss value. LIABILITY: Bodily Injury Liability \$ <u>3,000</u> ,000 per person/\$ <u>3,000</u> ,000 per accident: Property Damage Liability \$ <u>3,000</u> ,000
--	---

RENTAL: \$ 0 payable upon execution of this IER, to be applied to the N/A rental installment. Payment of the 1st through 144th rental installments, each such rental installment to be in the amount of \$ 1,115.03, shall commence on August 16, 1982 and shall continue thereafter to be payable on the 16th day of each month

EQUIPMENT DESCRIPTION AND SERIAL NO.(s) (SEE ATTACHED INVOICES):			Equipment Cost
Equipment Description	Serial No.		
One (1) PD3000 Aseptic Railcar	Serial # 94649	Running # NAHX 94649	\$89,060.00

Exhibit "A"

STIPULATED LOSS VALUES

AFTER PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST	AFTER PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST	AFTER PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST
0	101.8	44	96.0	88	72.1
1	102.1	45	95.8	89	71.7
2	102.5	46	95.7	90	71.1
3	102.8	47	95.5	91	70.6
4	103.2	48	95.3	92	70.1
5	103.5	49	91.4	93	69.5
6	103.8	50	91.1	94	69.0
7	104.1	51	90.9	95	68.4
8	104.4	52	90.7	96	67.9
9	104.7	53	90.4	97	67.4
10	105.0	54	90.1	98	66.8
11	105.2	55	89.8	99	66.2
12	105.5	56	89.5	100	65.7
13	101.6	57	89.2	101	65.1
14	101.8	58	88.9	102	64.5
15	102.0	59	88.5	103	63.9
16	102.1	60	88.2	104	63.4
17	102.2	61	84.1	105	62.7
18	102.4	62	83.8	106	62.1
19	102.5	63	83.4	107	61.5
20	102.6	64	83.0	108	60.9
21	102.8	65	82.6	109	60.3
22	102.9	66	82.2	110	59.7
23	103.0	67	81.8	111	59.1
24	103.1	68	81.4	112	58.4
25	100.1	69	81.0	113	57.8
26	100.1	70	80.6	114	57.1
27	100.2	71	80.1	115	56.5
28	100.2	72	79.7	116	55.9
29	100.3	73	79.3	117	55.1
30	100.3	74	78.8	118	54.5
31	100.3	75	78.4	119	53.9
32	100.4	76	77.9	120	53.1
33	100.4	77	77.5	121	52.5
34	100.4	78	77.0	122	51.8
35	100.3	79	76.6	123	51.1
36	100.3	80	76.1	124	50.5
37	96.6	81	75.6	125	49.8
38	96.6	82	75.1	126	49.0
39	96.5	83	74.6	127	48.3
40	96.4	84	74.1	128	47.6
41	96.3	85	73.7	129	46.9
42	96.2	86	73.1	130	46.1
43	96.1	87	72.7	131	45.4
				(Continued)	

SPECIAL CONDITIONS (continued):

previously shall have been filed with the Lessor by the Lessee and filed, recorded or deposited in all public offices where this lease shall have been filed, recorded or deposited. Except as above provided, Lessee will not allow the name of any person, association or corporation to be placed on the equipment as a designation that might be interpreted as a claim of ownership. Lessee shall indemnify Lessor, and any assignee of Lessor hereof against any liability, loss or expense incurred by any of them as a result of the aforesaid marking of the equipment with such name, initials or insignia.

The Lessor hereby leases to Lessee, and Lessee hereby agrees to hire from Lessor, the equipment described herein. The Lessee hereby acknowledges and agrees, respecting the equipment described herein:

- (1) That Lessee has inspected the equipment fully and completely as to size, model, function and conformity to the purchase order.
- (2) That the equipment is of a size, design, function and manufacturer selected by Lessee.
- (3) That Lessee is satisfied that the same is suitable for its intended purposes and any special purposes of Lessee.
- (4) LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT OR A DEALER IN SIMILAR EQUIPMENT AND HAS NOT

INSPECTED THE EQUIPMENT PRIOR TO DELIVERY TO AND ACCEPTANCE BY LESSEE. LESSOR BY VIRTUE OF HAVING LEASED THE EQUIPMENT UNDER THIS LEASE OR BY VIRTUE OF ANY NEGOTIATIONS IN RESPECT OF THIS LEASE HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE, CONDITION, COMPLIANCE WITH SPECIFICATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE OR TO ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. THE EQUIPMENT IS LEASED HEREUNDER "AS IS".

(5) THAT THE EQUIPMENT IS NEW AND UNUSED, AND THAT THE EQUIPMENT HAS BEEN DELIVERED TO, IS NOW IN POSSESSION OF AND ACCEPTABLE TO LESSEE, AND THAT ALL OF THE EQUIPMENT IS ELIGIBLE FOR INVESTMENT TAX CREDIT OF NOT LESS THAN 10 %.

- (6) THAT ALL OF THE EQUIPMENT IS 5 -YEAR RECOVERY PROPERTY.

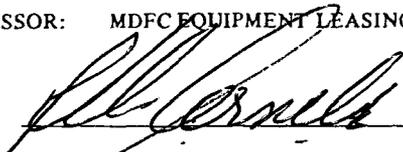
The Lessee hereby represents and warrants that:

- (1) The representations and warranties of the Lessee contained in the Lease Agreement are true and correct on and as of the date hereof as though made on and as of this date.
- (2) No event has occurred and is continuing or will result from the lease of the equipment described herein which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time lapse or both.

LESSOR: MDFC EQUIPMENT LEASING CORPORATION

LESSEE: NAAS FOODS, INC.

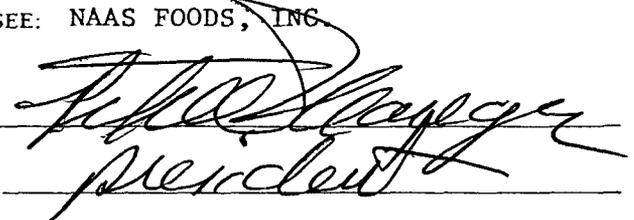
By



Title

DIRECTOR

By



Title

President