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DIRECT DIAL NUMBER
457-1634

August 13, 1982

HAND DELIVERED

13682-H-13682-AA

RECORDATION NO. ... FILED 1425

AUG 13 1982 1 55 PM

INTERSTATE COMMERCE COMMISSION

AUG 13 1 47 PM '82

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

RE: Twenty (20) Individual Equipment Records (IERs) in Connection with Twenty (20) new PD3000 Aseptic Railcars, bearing Road Nos. NAHX 94648 - 94667, inclusive; 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 the Title 49 of the Code of Federal Regulations, 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) copies of twenty (20) Individual Equipment Records (IERs) in connection with twenty (20) new PD3000 Aseptic Railcars, bearing Road Nos. NAHX 94648 - 94667, inclusive. The original of each individual IER contains notarized signatures. These twenty (20) IERs constitute supplements to the IERs which have been previously filed in I.C.C. Recordation File No. 13682.

Carolyn Ann Killea

LAW OFFICES

JACKSON, CAMPBELL & PARKINSON, P. C.

The parties to these IERs 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 find enclosed herewith a check made payable to the Interstate Commerce Commission for the sum of Two Hundred Dollars ($200.00), in payment of the requisite filing fees for the filing of these IERs. These IERs should be assigned I.C.C. Recordation No. 13682-H through 13682-AA.

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,

JACKSON, CAMPBELL & PARKINSON, P.C.

David H. Cox

David H. Cox

DHC:csb
encl

MDFC 238 (11-81)

INDIVIDUAL EQUIPMENT RECORD

IER NO. 663-038

AMENDMENT: Dated as of June 18, 1982 to that IER No. 663-018 attached 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

RECORDATION NO. 13682-Y Filed 1425
AUG 13 1982 - 1 15 PM
INTERSTATE COMMERCE COMMISSION

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

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

ACCEPTANCE DATE: July 22, 1982

New X Used	Lessee's Purchase Order No.	Term: 12 year(s) Ø month(s) Commencing on the Acceptance Date	Security Deposit: $ None

FOR USE IN INTERSTATE COMMERCE

Sale and Use Tax:
Exempt: [X]
Exemption No.
Capitalized [ ]
~~Based on Rentals 6½ % [X]~~
~~Remit with each Payment $9.30~~

INSURANCE REQUIREMENTS:
ALL RISK: Stipulated loss value.

LIABILITY: Bodily Injury Liability $ 3,000 ,000
per person/$ 3,000 ,000
per accident: Property Damage Liability $ 3,000 ,000

RENTAL: $ Ø 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 $ 143.09, shall commence on August 22, 1982 and shall continue thereafter to be payable on the 22nd day of each month.

EQUIPMENT DESCRIPTION AND SERIAL NO.(s) (SEE ATTACHED INVOICES):

Equipment Description	Serial No.	Equipment Cost
Stainless steel food processing valves installed on PD3000 Aseptic railcar Serial Number 94665.		$11,429.00

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:

The purpose of this Amendment is to add additional equipment to the PD3000 Aseptic Railcar leased under IER No. 663-018 and to increase the Equipment Cost by $11,429.00.

STIPULATED LOSS VALUES

AFTER PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST
132	44.7
133	43.9
134	43.2
135	42.5
136	41.7
137	40.9
138	40.2
139	39.4
140	38.6
141	37.8
142	37.0
143	36.2
144	35.0
End of Term and Thereafter	35.0

IDENTIFICATION MARKS - Lessee, at Lessee's expense, shall cause each unit of equipment to be kept numbered with its road number as set forth in the IER with respect thereto and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each unit of equipment in letters not less than one inch in height as follows:

> "Owned by MDFC Equipment Leasing Corporation (Owner-Lessor) and subject to a Lease Agreement filed and recorded with the Interstate Commerce Commission pursuant to Section 11303 of the Revised Interstate Commerce Act"

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Lessor to such unit of equipment, its rights under this lease and the rights of any assignee of Lessor hereof. The Lessee will not place any such unit of equipment in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. The Lessee will not change the road number of any unit of equipment except with the consent of the Lessor and in accordance with a statement of new road numbers to be substituted therefor, which consent and statement

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 THAT 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: MDEC EQUIPMENT LEASING CORPORATION

By [signature]

Title Director

LESSEE: NAAS FOODS, INC.

By [signature]

Title President