



Our filing fee draft in the amount of \$10.00 is enclosed.

Pursuant to our conversation last Thursday, please accept my thanks for providing us with the proper filing instructions and for returning to us the documents we originally submitted, in order that we could resubmit them for proper transmittal and instructions. As we discussed, you may return the "certified" copy containing the ICC filing number to:

Wells Fargo Bank, N.A.  
Fresno Regional Commercial Banking Office  
P. O. Box 986  
Fresno, Ca. 93714  
Attention: Russell B. Baxter, Assistant Vice President

Should you have any further questions please phone me at (209) 442-6237.

Sincerely,

A handwritten signature in black ink, appearing to read "Russell B. Baxter". The signature is written in a cursive style with a large initial "R".

Russell B. Baxter  
Assistant Vice President

RBB:sn  
encls.

cc: A. Davenport, Vice President

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Wells Fargo Bank, N.A.  
Fresno Regional Commercial Banking Office  
P.O.Box 986  
Fresno, CA 93714  
Att: Russell B. Baxter, Asst. Vice Pres.

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 9/25/87 at 3:05PM, and assigned recordation number(s) 14005-A

Sincerely yours,

*Noreta R. McGee*  
Secretary

Enclosure(s)

RECORDATION NO. 14005-A  
Filed 1426

FIRST AMENDMENT TO SECURITY AGREEMENT SEP 25 1987 -3 05 PM

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO SECURITY AGREEMENT is entered into this 30<sup>th</sup> day of JULY, 1987, by and between INGOMAR PACKING COMPANY, a California general partnership ("Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, Borrower executed that certain promissory note dated February 15, 1983, in the original principal amount of ONE MILLION NINE HUNDRED FORTY THOUSAND DOLLARS (\$1,940,000.00) (the "Original Note"), which Original Note was made pursuant to that certain Credit Agreement executed by Bank and Borrower dated November 11, 1982, as amended February 15, 1983 (the "1982 Agreement"), and which Original Note was secured by, among other items, all assets of Borrower described in that certain Security Agreement executed by and between Borrower and Bank dated April 8, 1983, and recorded with the Interstate Commerce Commission on April 20, 1983, as Instrument No. 14005 (the "Security Agreement").

WHEREAS, Borrower executed that certain promissory note dated August 22, 1983, in the aggregate principal amount of FOURTEEN MILLION DOLLARS (\$14,000,000.00) ("Term Note A"), which Term Note A represents the refinancing of the Original Note and the extension of additional credit, and which was made pursuant to that certain Credit Agreement executed by Bank and Borrower dated August 22, 1983 (the "1983 Agreement"), in substitution for the 1982 Agreement.

WHEREAS, Borrower and Bank executed those certain Credit Agreements, one dated August 22, 1984 (the "1984 Agreement") in substitution for the 1983 Agreement, one dated August 30, 1985 (the "1985 Agreement") in substitution for the 1984 Agreement, one dated May 15, 1986 (the "1986 Agreement") in substitution for the 1985 Agreement, and one dated June 1, 1987 (the "1987 Agreement") in substitution for the 1986 Agreement, each of which reflected Term Note A as remaining in full force and effect.

WHEREAS, Bank and Borrower agree that Term Note A is to be secured by the assets subject to the Security Agreement, and have agreed to so amend the Security Agreement.

NOW, THEREFORE, the Security Agreement is hereby amended as follows:

1. The second paragraph under the heading "RECITALS" shall be amended (a) by deleting "November 11, 1982, as amended from time to time" as the date of the Credit Agreement and by substituting therefor "June 1, 1987, and any renewals thereof, substitutions therefor, or amendments or extensions thereto" and (b) by deleting the reference therein to "Loan Commitment" and by substituting therefor "Term Loan A".

2. Paragraph 2 shall be amended by (a) deleting the reference therein to "Loan Commitment" and by substituting therefor "Term Loan A" and (b) to provide that, notwithstanding anything therein to the contrary, the Note defined therein shall be Term Note A, a copy of which is attached hereto

as Exhibit A, all terms of which are incorporated herein by this reference, and any and all extensions, renewals and modifications thereof.

3. Except as specifically provided herein, all terms and conditions of the Security Agreement remain in full force and effect, without waiver or modification. All terms defined in the Security Agreement shall have the same meaning when used in this First Amendment. This First Amendment and the Security Agreement shall be read together, as one document.

4. Borrower hereby remakes all representations and warranties contained in the Security Agreement and reaffirms all covenants set forth therein. Borrower further certifies that as of the date of this Amendment there exists no Event of Default as

State of California

County of Merced

SS.

CORPORATION ACKNOWLEDGEMENT

On this 30th day of July in the year one thousand nine hundred and eighty-seven before me Victoria A. Medrano, a Notary Public in and for said County and State, residing A.L. Davenport

PARTNERSHIP ACKNOWLEDGMENT

NO. 203

State of California  
County of Merced } SS.

On this the 26th day of August 19 87, before me,

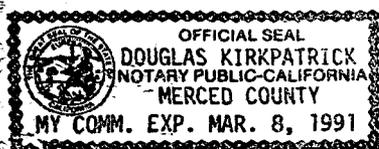
DOUGLAS KIRKPATRICK

the undersigned Notary Public, personally appeared

CHRIS J. RUFER

- personally known to me
  - proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument on behalf of the partnership, and acknowledged to me that the partnership executed it.
- WITNESS my hand and official seal.

Notary's Signature



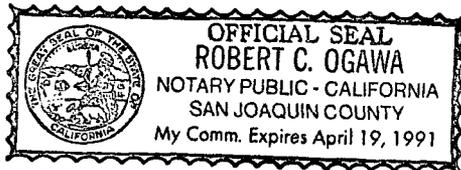
State of California )  
County of San Joaquin ) SS.

On this 10th day of August, 1987, before me Robert C. Ogawa, a Notary Public in and for the said State, residing therein, duly commissioned and sworn, personally appeared Louis B. Souza, personally known to me (proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President on behalf of the corporation therein named, which is a partner in the partnership therein named, and acknowledged to me that such corporation, in its capacity as a partner in said partnership, executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in and for said County and State, the day and year first above written.

Robert C. Ogawa  
Notary Public

My Commission Expires April 19, 1991





MODIFICATION TO PROMISSORY NOTE

THIS MODIFICATION TO PROMISSORY NOTE is entered into as of the 1st day of June, 1987, by and between INGOMAR PACKING COMPANY ("Borrower") and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

WHEREAS, Borrower is currently indebted to Bank pursuant to that certain Promissory Note dated August 22, 1983, executed by Borrower and payable to the order of Bank, in the principal amount of Fourteen Million Dollars (\$14,000,000.00) (the "Note"), which Note is secured by a Deed of Trust dated August 22, 1983, and recorded October 14, 1983, as Serial No. 22145, in Book 2394, at Page 891 of the Official Records of the County of Merced, State of California (the "Deed of Trust"); and

WHEREAS, Bank and Borrower have agreed to a reduction in the rate of interest applicable to the portion of the Note which bears interest determined in relation to the Prime Rate and have agreed to modify the Note to reflect said change.

NOW, THEREFORE, for valuable consideration, the Note is hereby modified as follows:

1. Notwithstanding anything in the Note to the contrary, commencing June 1, 1987, the portion of the outstanding principal balance of the Note which bears interest determined in relation to the Prime Rate shall bear interest at a fluctuating rate per annum at all times one and one-quarter percent (1 1/4%) above the Prime Rate in effect from time to time.

2. Except as specifically provided herein, all terms and conditions of the Note and the Deed of Trust remain in full force and effect, without waiver or modification. This Modification to Promissory Note and the Note shall be read together, as one document. Nothing contained herein or done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of the Deed of Trust, or the priority thereof over any other liens, charges or encumbrances.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to Promissory Note to be executed as of the day and year first written above.

INGOMAR PACKING COMPANY

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]  
General Partner

By: [Signature]

BY: [Signature]  
A Partner of TIMCO, a-  
General Partner

Title: V.P.

TERM NOTE

\$14,000,000.00

Los Banos, California  
August 22, 1983

FOR VALUE RECEIVED, the undersigned, INGOMAR PACKING COMPANY ("Borrower"), promises to pay to the order of WELLS FARGO BANK, N.A. ("Bank"), at its Fresno Regional Commercial Banking Office at 1206 Van Ness Avenue, Fresno, California, or at such other place as the holder hereof may designate, in lawful money of the United States of America, the principal sum of FOURTEEN MILLION DOLLARS (\$14,000,000.00), with interest thereon (computed on the basis of a 365-day year actual days elapsed) either (1) at a fixed rate per annum one and one-half percent (1-1/2%) above Bank's Prime Rate in effect on the first day of each calendar quarter, or (2) at a fixed rate per annum two and one-half percent (2-1/2%) above Bank's Money Market Funds Rate in effect at the time any Money Market Term is selected by Borrower. All sums of interest not paid when due shall bear interest from such due date until paid in full (whether before or after judgment) at the rate from time to time applicable to the outstanding principal balance of this Note. Interest on any past due interest shall be compounded monthly and shall be payable on demand.

This Note is the Term Note referred to in and made pursuant to that certain Credit Agreement between Borrower and Bank dated August 22, 1983, as amended from time to time ("Credit Agreement"). All terms defined in the Credit Agreement shall have the same meaning when used herein.

Principal and interest shall be payable on the first day of each calendar quarter in amounts determined as set forth below, commencing October 1, 1983, and continuing up to and including July 1, 1990, on which date all principal and interest remaining unpaid shall be immediately due and payable in full. The initial installment due October 1, 1983, shall be in the principal amount of One Hundred Eighty Thousand Five Hundred Dollars (\$180,500.00), together with all accrued and unpaid interest thereon. Thereafter, each quarterly installment due on this Note shall consist of both principal and interest, with the amount of such quarterly installments to be set on October 1, 1983, for the quarterly installment due on January 1, 1984, and thereafter to be adjusted on the first day of each calendar quarter in which the rate of interest on this Note will differ from the rate of interest in effect for the immediately preceding calendar quarter, with such adjustment to be to an amount which would amortize the then outstanding balance of principal and interest on this Note (using the new interest rate in effect) over a term of ten (10) years from the date hereof. Such adjustment shall not imply any change in the maturity date of this Note, which shall remain as specified in the first sentence of this paragraph. Notwithstanding anything herein to the contrary, all payments made on this Note shall be credited first, to interest accrued on past due interest, if any, second, to interest due on the outstanding

principal balance of this Note, and third, to the outstanding principal balance of this Note.

Borrower may prepay principal on this Note solely in accordance with the terms of the Credit Agreement.

Should any Event of Default as defined in the Credit Agreement occur, the holder of this Note, at holder's option, may declare all sums of principal and interest outstanding hereunder to be immediately due and payable without presentment, demand, protest or notice of dishonor, all of which are hereby expressly waived by the Borrower, and the holder shall have no obligation to make any further advances hereunder. Borrower agrees to pay all costs and expenses, including reasonable attorneys' fees, expended or incurred by the holder in connection with the enforcement of this Note, the collection of any sums due hereunder, any actions for declaratory relief in any way related to this Note, or the protection or preservation of any rights of the holder hereunder.

This Note shall be construed in accordance with the laws of the State of California, except to the extent that Bank has greater rights or remedies under Federal law, whether as a national bank or otherwise, in which case such choice of California law shall not be deemed to deprive Bank of such rights and remedies as may be available under Federal law.

This Note is secured by a deed of trust of even date herewith.

INGOMAR PACKING COMPANY

By: [Signature]  
A General Partner

Title: [Signature]

By: [Signature]

Title: a partner of Timco a general partner