

*Gov Supplement  
1-225-A002*

*A*

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

LAW OFFICES  
**ALVORD AND ALVORD**

200 WORLD CENTER BUILDING

*17481*

OF COUNSEL  
URBAN A. LESTER

ROBERT W. ALVORD\*  
CHARLES T. KAPLER\*  
JOHN H. DOYLE\*  
JAMES C. MARTIN, JR.\*

918 SIXTEENTH STREET, N.W. RECORDATION NO. \_\_\_\_\_ FILED 1423

TELEX  
440367 A AND A

WASHINGTON, D.C.

20006-2973

**AUG 12 1991 - 1 20 PM**

TELEFAX  
(202) 393-2156

\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN MARYLAND

(202) 393-2156

INTERSTATE COMMERCE COMMISSION

*1-225-A002*

**AUG 12 1 51 PM '91**  
HOTEL OPENING UNIT

August 12, 1991

*Now No.*

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies of a 1) Memorandum of Lease Agreement, Number 1, dated as of August 2, 1991, and 2) Lease Schedule Number 78 dated August 7, 1991, primary and secondary documents respectively, as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed documents are:

Lessor: Pitney Bowes Credit Corporation  
201 Merritt Seven  
Norwalk, Connecticut 06856

Lessee: ConAgra, Inc.  
One ConAgra Drive  
Omaha, Nebraska 68102

A description of the railroad equipment covered by the enclosed documents is:

One (1) Electro-Motive Division General Motors Corporation Locomotive Switch Engine Model SW-12, Serial Number 4290-1 Road Number BN186.

Also enclosed is a check in the amount of \$30 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

*Charles T. Kapler*

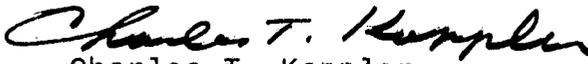
Mr. Sidney L. Strickland, Jr.  
August 12, 1991  
Page Two

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed documents to appear in the Commission's Recordation Register is:

Memorandum of Lease Agreement, Number 1, dated as of August 2, 1991 and Lease Schedule Number 78 dated August 7, 1991, each between Pitney Bowes Credit Corporation, Lessor, and ConAgra, Inc., Lessee, covering General Motors Corporation (Electro-Motive Division) Model SW-12 switch locomotive, Serial Number 4290-1 and Road Number BN186.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

8/12/91

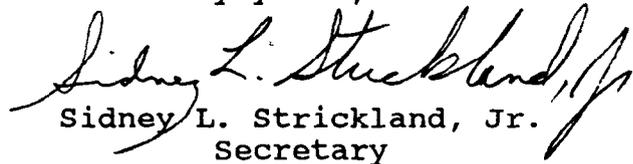
OFFICE OF THE SECRETARY

Charles T. Kappler  
Alvord & Alvord  
918 16th St. N.W.  
Washington, D.C. 20006

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 8/12/91 at 1:20pm, and assigned recordation number(s) 4363-K & 17481

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

REGISTRATION NO. **17481** FILED 1991

AUG 12 1991 -1 20 PM

INTERSTATE COMMERCE COMMISSION

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MEMORANDUM OF LEASE

Number 1

Dated as of August 2, 1990

and

Lease Schedule Number 78

Dated August 7, 1991

Between

PITNEY BOWES CREDIT CORPORATION ("LESSOR")

and

CONAGRA, INC. ("LESSEE")

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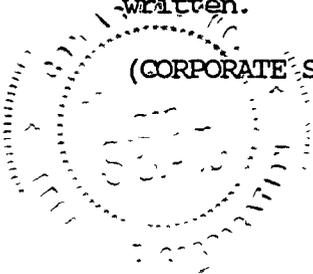
Memorandum of a Lease Agreement, No. 1, made and entered into as of August 2, 1990 and Lease Schedule No. 78 entered into as of August 7, 1991 by and between PITNEY BOWES CREDIT CORPORATION, a Delaware corporation ("Lessor") and CONAGRA, INC. a Delaware corporation ("Lessee").

WITNESSETH:

1. Lessor has agreed to furnish to the Lessee, and the Lessee has agreed to Lease from Lessor the railroad Locomotive shown on Lease Schedule No. 78 dated August 7, 1991 attached hereto and such additional Riders as may be added hereto from time to time by agreement of the parties and signed by their duly authorized representatives.

2. The Lease Agreement and Lease Schedule shall be effective as of the date first set forth hereinabove and shall expire upon expiration of the rental term of the Locomotive, covered thereunder.

In Witness Whereof, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested as of the date and year first above written.



(CORPORATE SEAL)

PITNEY BOWES CREDIT CORPORATION  
("Lessor")

By: [Signature]  
Region Vice President

ATTEST:

[Signature: Sue E. Badberg]

CONAGRA, INC.  
("Lessee")

By: [Signature: L. B. Thomas]  
L. B. Thomas  
Sr. V.P. - Finance

ATTEST:

[Signature: Daniel L. Goehle]

RIDER "A"  
to  
LEASE AGREEMENT

LEASE NO: 1

DATED AS OF: August 2, 1990

and

LEASE SCHEDULE NO. 78

DATED AS OF: August 7, 1991

BETWEEN: Pitney Bowes Credit Corporation and  
ConAgra, Inc.

LOCOMOTIVE NUMBER: Electro-Motive Division, General Motors  
Corporation Model SW-12 Locomotive Switch  
Engine  
Serial Number 4290-1  
Road Number BN186

LOCOMOTIVE MARKS: Title to this Locomotive Switch Engine is  
subject to documents filed with the  
Interstate Commerce Commission.

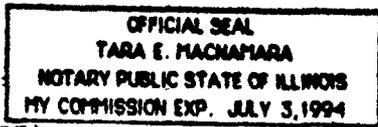
CLASS OF LOCOMOTIVE: Electro-Motive Division, General Motors  
Corporation Model SW-12 Locomotive Switch  
Engine  
Serial Number 4290-1  
Road Number BN186

NUMBER OF LOCOMOTIVES: One (1)

TERM OF LEASE: Lease Schedule attached to Master  
Equipment Lease Agreement Number 1

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 7th day of August, 1991, before me personally appeared Brian D. Shapiro, to me personally known, who being by me duly sworn, says that he is the Region Vice President of Pitney Bowes Credit Corporation, that said instrument was signed on behalf of said corporation by authority of the Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



(SEAL)

Tara E. MacNamara  
Signature of Notary Public

My Commission Expires July 3, 1994

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 7th day of August, 1991, before me personally appeared L.D. Thomas, to me personally known who being by me duly sworn, says that he is SR. V.P. - FINANCE of ConAgra, Inc., a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation of 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.

Karen Ann Lewis  
Notary Public

My Commission Expires: 2-10-94

