

**CHEMLEASE WORLDWIDE, INC.**

55 Water Street, Suite 1822  
New York, NY 10041

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RECORDATION NO. \_\_\_\_\_ Filed & Recorded

SEP 22 1978 -4 20 PM

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

September 21, 1978

Office of The Secretary,  
Interstate Commerce Commission,  
Washington, D.C. 20423

Dear Sirs:

Pursuant to Section 20c of the Interstate Commerce Act and the Commission's rules and regulations thereunder, as amended, I enclose herewith for filing and recordation three copies of each of the following documents:

(1) Security Agreement dated September 15, 1978, between Chemlease, Inc., and Stadheim Jewelers, Inc.; and

(2) Assignment dated September 20, 1978, between Chemlease, Inc., and Chemlease Worldwide, Inc.

The names and addresses of the parties to the aforementioned documents are as follows:

(1) Security Agreement:

(a) Secured Party:

Chemlease, Inc.,  
55 Water Street,  
New York, N. Y. 10041; and

(b) Debtor:

Stadheim Jewelers, Inc.,  
215 South Broadway,  
Albert Lea, Minnesota 56007.

(2) Assignment:

(a) Assignor:

Chemlease, Inc.,  
55 Water Street,  
New York, N. Y. 10041; and

(b) Assignee:

Chemlease Worldwide, Inc.,  
55 Water Street,  
New York, N. Y. 10041

Pursuant to the Security Agreement, the Debtor has granted to the Secured Party a security interest in the following units of equipment and in certain other collateral described in the Security Agreement:

Four (4) 70-ton, 50-foot Boxcars, with 10-inch end-of-car cushioning, AAR Designation XM, bearing road numbers VTR 11284, VTR 11285, VTR 11293 and VTR 11289.

Pursuant to the Assignment, the Assignor has assigned to the Assignee the Assignor's right, title and interest in, to and under the Security Agreement, including its security interest in the above-described units of railroad equipment.

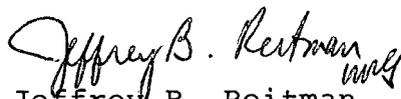
Please file and record the Security Agreement and the Assignment, assigning the Assignment the same recordation number as the Security Agreement, cross-indexing said documents one to the other and indexing said documents under the names of the Secured Party, the Assignee, the Debtor and Vermont Railway, Inc., which is intended to be the lessee of the above-described units of railroad equipment.

The enclosed documents are being presented for recordation concurrently with the presentation for recordation of certain other documents to which the Secured Party and the Assignee are also parties, and a check is being presented for the aggregate fee for recording all such documents pursuant to 49 CFR 1116.1.

Please stamp all three copies of each of the two enclosed documents and the attached copy of this transmittal

letter with your official recording stamp. You will wish to retain two copies of each of the two documents and the original of this transmittal letter for your files. It is requested that the one remaining copy of each of the two documents and of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,

  
Jeffrey B. Reitman  
Vice President

9705-A  
RECORDING NO. \_\_\_\_\_

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, CHEMLEASE, INC., a Delaware corporation ("Chemlease"), with its principal place of business at 55 Water Street, New York, N. Y. 10041, hereby assigns, transfers and sets over to CHEMLEASE WORLDWIDE, INC., a New York corporation ("Worldwide"), with its principal place of business at 55 Water Street, New York, N. Y. 10041, and to its successors and assigns, all the right, title and interest of Chemlease in and to the following:

(a) a Promissory Note dated September 15, 1978 (the "Note"), made by STADHEIM JEWELERS, INC. (the "Debtor"), including without limitation the right to receive all payments thereunder;

(b) the units of railroad equipment (the "Units") described in a Security Agreement (and Schedule A attached thereto) dated the date of the Note (the "Security Agreement"), between the Debtor and Chemlease, as secured party;

(c) the Lease of Equipment described in Schedule B to the Security Agreement and any other Lease pursuant to which any Unit shall at any time be leased, together with any and all schedules thereto;

(d) all rental, issues, income and profit from the Units; and

(e) the Security Agreement, including without limitation the right to receive any and all payments thereunder.

In furtherance of the foregoing assignment and transfer, Chemlease hereby authorizes and empowers Worldwide, in Worldwide's own name or in the name and as attorney hereby irrevocably constituted for Chemlease, to ask, demand, sue for, collect, receive and enforce any and all sums to which Worldwide is or may become entitled under this Assignment and to ask, demand, sue for and enforce compliance by the Debtor with the terms and agreements on its part to be performed under the Note and the Security Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed and accepted this Assignment September 20, 1978.

CHEMLEASE, INC.,

Attest:

by

John L. Lewis  
Senior Vice President

Jeffrey B. Hunt  
Assistant Secretary

[Corporate Seal]

Accepted,

CHEMLEASE WORLDWIDE, INC.,

by

John A. Rudolph

Attest:

James W. O'Connell  
Assistant Secretary

[Corporate Seal]

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this day of 1978, before me personally appeared JOHN L. LEWIS, to me personally known, who being by me duly sworn, says that he is a Senior Vice President of CHEMLEASE, INC., 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 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.

  
Notary Public

My Commission expires:

[Notarial Seal]

HELEN J. BURNETTE  
Notary Public, State of New York  
No. 41-5533200  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1980

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 20th day of September 1978, before me personally appeared John A. Guddat, to me personally known, who being by me duly sworn, says that he is a Vice President of CHEMLEASE WORLDWIDE, INC., 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 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.

  
Notary Public

My Commission expires:

[Notarial Seal]

HELEN J. BURNETTE  
Notary Public, State of New York  
No. 41-5533200  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1980