Hylind infoQuest Inc.

RECORDATION NO. 13570/B Filed 1425
FEB 26 1982-3 05 PM
INTERSTATE COMMERCE COMMISSION

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RECORDATION NO. 13570-C Filed 1425
FEB 26 1982-3 05 PM
INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

February 26, 1982

Interstate Commerce Commission
Interstate Commerce Commission Building
Washington, D.C. 20423

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FEB 26 1982-3 05 PM
INTERSTATE COMMERCE COMMISSION

No. FEB 26 1982
Date
Fee $ 60.00
ICC Washington, D. C.

RE: Recordation

Ladies & Gentlemen:

You are hereby requested to record the following agreement:

Assignment of Lease, Security Agreement and Lease which are enclosed.

Lessee: FMC Corporation

Lessor: PLM Investment Management, Inc.

Principal lendor for the security agreements are:

Debtor: Richard S. Gordon
Larry B. Kimbler
Jim J. Miyazaki
James B. Moffatt
Mary P. Moffatt
Thomas L. Massey

Secured Party: Chase Commercial Corp.

Under Assignment of Lease assognors are:

Assignors: Richard S. Gordon
Larry B. Kimbler
Jim J. Miyazaki
James B. Moffatt
Mary P. Moffatt
Thomas L. Massey

Assignee: Chase Commercial Corp.

By: Mark W. Hylind
Mark W. Hylind, President
HYLIND INFOQUEST, INC.

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Counterpart
Robert O'Toole

13565-13569

859½ N. Howard Street • Baltimore, Maryland 21201 • Telephone: (301) 332-0069

13570 B
RECORDATION NO. ..... FILED 1425

FEB 26 1982 -3 05 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE OR SECURITY AGREEMENT
(With Recourse)

The undersigned Assignor hereby sells, assigns, transfers, and conveys to Chase Commercial Corporation, hereinafter referred to as "Assignee," its successors and assigns, with recourse, the Lease hereinafter referred to as the "Agreement," covering one Covered Hopper Railcar, No. PLMX 12633 among others, dated 12/30/81, between Assignor, as principal, and FMC Corporation, Industrial Chemicals Division, as obligor, and all payments due and to become due thereunder and all right, title, and interest of the Assignor in and to the property described in said Agreement and all Assignor's rights and remedies thereunder, and the right either in Assignee's own behalf or in Assignor's name to take all such proceedings, legal, equitable, or otherwise, that Assignor might take, save for this assignment.

Assignor warrants that said Agreement and all related instruments are genuine and enforceable, and the Agreement is the only one executed with respect to said property; all statements therein contained are true; the property described in said Agreement has been delivered to, and accepted by, obligor in condition satisfactory to obligor, and Assignor will comply with all its warranties and other obligations to obligor, if any.

Assignor warrants and represents that the Agreement is in full force and effect and that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this instrument of assignment shall remain in effect, the whole or any part of the rights hereby assigned, to anyone other than Assignee, its successors or assigns.

Assignee shall have no obligations of Assignor under said Agreement.

Assignor warrants and guarantees the payment promptly when due of the amount of each and every sum payable under said Agreement, without defense, set-off, or counterclaim, and the payment of the entire unpaid balance in the event of nonpayment by obligor of any such sum at its due date or of any other default by the obligor without first requiring Assignee to proceed against the said obligor.

All of Assignor's right, title and interest assigned hereunder may be reassigned by Assignee and any subsequent Assignee. It is expressly agreed that, anything herein contained to the contrary notwithstanding, Assignor's obligations under the Agreement may be performed by Assignee or any subsequent Assignee without releasing it therefrom; and shall not, by reason of this Assignment, be obligated to perform any of Assignor's obligations under the Agreement or to file any claim or take any other action to collect or enforce any payment assigned hereunder.

Assignor waives presentment and demand for payment, protest or notice of nonpayment and notice as to all agreements and all related documents now and hereafter assigned or endorsed and subordinates, to any rights Assignee may now or hereafter have against obligor, any rights Assignor may now or hereafter have or acquire by reason of payment to Assignee of any payments under the Agreement or otherwise.

Assignor hereby constitutes Assignee, its successors and assigns, its true and lawful attorney, irrevocably, with full power (in Assignor's name or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all rents and claims for money due and to become due under, or arising out of the Agreement, to endorse any

I certify that this is a true and exact copy of the original document.

Vickie A. Sutera
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 30 1983
ISSUED THRU ILLINOIS NOTARY ASSOC.

checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to Assignee or any subsequent Assignee seem necessary or advisable, all without affecting Assignor's liability in any manner whatsoever.

Assignor shall have no authority, without Assignee's prior written consent, to accept payments or other collections, to repossess or consent to the return of the property described in said Agreement, or to modify the terms of said Agreement.

Jim J. Miyazaki
Signature of Assignor

Dated 12/29/81

Jim J. Miyazaki
(Typed or printed name of Assignor)