

Hy lind
infoQuest
Inc.

RECORDATION NO. 13570 Filed 1425

RECORDATION NO. 13570 Filed 1425

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RECORDATION NO. Filed 1425

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

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

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INTERSTATE COMMERCE COMMISSION

No. FEB 26 1982
Date

Fee \$ ~~100.00~~

ICC Washington, D. C.

RE: Recordation FEB 26 1982-3 05 PM

Ladies & Gentlemen: INTERSTATE COMMERCE COMMISSION

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 lender 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 assignors 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. Hy Lind
Mark W. Hy Lind, President
HYLIND INFOQUEST, INC.

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

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Robert O'Toole

13570-13569

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

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

Vickie A. Suter
Vickie A. Suter Notary Public

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ASSIGNMENT OF LEASE

INTERSTATE COMMERCE COMMISSION

Whereas, the undersigned, PLM Investment Management, Inc. ("IMI"), as Lessor, as agent for identified principals, is party to a Lease Agreement ("the Lease") for 21 Railroad Cars with FMC Corporation, as Lessee, dated as of December 30, 1981; and

Whereas, IMI disclaims any beneficial interest in said Lease Agreement, except as agent for the principals identified therein; and whereas, as of the date hereof, 5 principals owning 7 railroad cars, which are identified in Exhibit "A", attached hereto and incorporated herein by this reference, have separately assigned their interest in the Lease to Chase Commercial Corporation; and

Whereas, IMI is desirous of further assuring Chase Commercial Corporation of its rights in and to said Lease, with respect to the railroad cars and principals identified in Exhibit "A"; therefore, IMI hereby executes the following Assignment with respect to the railroad cars and principals identified in Exhibit "A".

The undersigned IMI (hereinafter "Assignor") hereby sells, assigns, transfers, and conveys to Chase Commercial Corporation, hereinafter referred to as "Assignee," its successors and assigns, with recourse, but pro rata, its right, title and interest in the Lease hereinafter referred to as the "Agreement," covering the Covered Hopper Railcars identified in Exhibit "A" 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, or will be, on funding, 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.

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.

Pro rata with this Assignment, Assignor 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 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.

PLM INVESTMENT MANAGEMENT, INC.

By Stan Plan

Title Pres

Dated: December 30, 1981

EXHIBIT "A"

Principals

Dr. Richard S. Gordon
20 Westmoreland Place
St. Louis, Missouri 63109
Tel. (314) 367-5370

Mr. Larry B. Kimbler
28 Nathan Hale Drive
Stamford, Connecticut 06902
Tel. (203) 965-2119

Mr. Thomas L. Massey
P.O. Box 1003
Fond du Lac, Wisconsin 54935
Tel. (414) 922-0470

Mr. Jim Miyazaki
2034 Pleasant Street
Wauwatosa, Wisconsin 53213
Tel. (414) 765-8662

Mr. James B. Moffatt and
Mrs. Mary P. Moffatt
5805 Romany Road
Oakland, California 94618
Tel. (415) 547-2861

Car Numbers

PLMX 12631

PLMX 12632

PLMX 12637

PLMX 12633

PLMX 12634
12635
12636