

15630-E

**McCANN, GARLAND, RIDALL & BURKE**

ATTORNEYS AT LAW  
SUITE 4000  
308 SMITHFIELD STREET

PITTSBURGH, PENNSYLVANIA 15222

AREA CODE 412  
TELEPHONE 566-1818

June 22, 1988

JOHN A. McCANN  
1891-1972

FACSIMILE:  
(412) 566-1817

REG. PAT. NO. 15630-E

JUN 24 1988 10 22 AM

G. GRAY GARLAND, JR.  
EDMUND W. RIDALL, JR.  
CHARLES R. BURKE  
EDWARD C. WACHTER, JR.  
STEPHEN JURMAN  
MICHAEL J. WOODRING  
THEA G. EVANKOVICH  
EWING C. BASHOR  
GRETCHEN G. DONALDSON  
BERNARD J. BERCIK, JR.

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D.C.

Dear Madam:

Enclosed for recordation pursuant to the provisions of Section §11303(a) of Title 49 of the United States Code and the rules and regulations thereunder are two (2) executed counterparts of a First Amendment to Collateral Assignment of Leases and RMI Agreements dated as of May 10, 1988. This amendment is to a Collateral Assignment of Leases and RMI Agreement dated as of April 29, 1988, recorded with the Interstate Commerce Commission on May 10, 1988 with recordation No. 1 5630-A.

A general description of the railroad equipment covered by by the enclosed document is:

<u>DESIGNATION</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>CAR NUMBERS</u>
HT	100 ton, 3418 cubic foot, triple pocket, open top hopper cars. Remanufactured (Rule 88) by Bethlehem Steel Freight Car Division, 1988	190	HLMX 5000-5114 (inclusive) TWRY 10,000 TWRY 10,004 - 10,077 (inclusive)

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

First Amendment to Collateral Assignment of Leases and RMI Agreements dated as of May 10, 1988.

ASSIGNOR: Helm Financial Corporation  
One Embarcadero Center  
Suite 3320  
San Francisco, CA 94111

ASSIGNEE: Westinghouse Credit Corporation  
One Oxford Centre  
Pittsburgh, PA 15219

*Handwritten signatures and initials on the left margin.*

A fee of \$ 13- is enclosed. Please return the originals and any copies not needed by the Commission for recordation to me.

A short summary of the document to appear in the Index follows:

First Amendment to Assignment of Leases and RMI Agreement dated as of May 19, 1988 between Helm Financial Corporation, Assignor, One Embarcadero Center, Suite 3320, San Francisco, CA 94111 and Westinghouse Credit Corporation, Assignee, One Oxford Centre, Pittsburgh, PA 15219, covering a Lease Agreement between CIS Equipment Leasing Corporation and Tradewater Railway Company dated as of January 28, 1982 and an Agreement between Railcar Management, Inc. and CIS Equipment Leasing Corporation, dated April 25, 1982. This amendment is amending a Collateral Assignment of Leases and RMI Agreement dated as of April 29, 1988 with Recordation No. 1 5630-A.

You are hereby authorized to deliver any executed copies of the Security Agreement not needed by the Commission, with filing data noted thereon, following recordation, to the representative of Messrs. Sidley & Austin, who is delivering this letter and said enclosures to you.

McCANN, GARLAND, RIDALL & BURKE

By *McCann Garland Ridall & Burke*

Enclosure

07LT26/28

REGISTRATION NO. 10630-15

JUN 24 1988 - 10 22 AM

INTERSTATE COMMERCE COMMISSION  
WCC

First Amendment to Collateral Assignment  
of Leases and RMI Agreement

WMP as of

This First Amendment is made <sup>at</sup> this 10th day of May, 1988, by and between Helm Financial Corporation, a California corporation ("Borrower") and Westinghouse Credit Corporation, a Delaware corporation ("WCC").

WHEREAS, as of April 29, 1988, Borrower and WCC entered into a Collateral Assignment of Leases and RMI Agreement ("Agreement") under which WCC made available to Borrower a loan in the amount of \$3,363,220.00. The above described indebtedness was secured by a continuing security interest in Borrower's Equipment, Lease Agreements, Purchase Order and RMI Agreement, and proceeds thereof, all as defined in a Security Agreement between the parties hereto, dated as of April 29, 1988, and was evidenced by a Secured Note ("Promissory Note") in the face amount of \$3,363,220.00.

WHEREAS, Borrower and WCC have agreed to amend the Agreement as further set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and intending to be legally bound, the parties hereto agree as follows:

1. The second full paragraph on page 2 of the Agreement is hereby replaced in its entirety as follows:

"In the event and only in the event that either (i) a default shall have occurred under the Security Agreement or Note, or (ii) Union Bank of San Francisco, California shall have given Assignee written notice, at any time, that Assignor is in default of the Credit as that term is defined in the Intercreditor Agreement between Assignee and Union Bank dated as of April 29, 1988, the Assignor does hereby constitute the Assignee the Assignor's true and lawful attorney, irrevocably, with full power (in the name of the Assignor, or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all rents, monies, and claims for monies due and to become due under or arising out of the User Leases or the RMI 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 the Assignee may deem to be necessary or advisable in the premises. Anything to the contrary notwithstanding, Assignor does immediately constitute Assignee its true and lawful attorney for the purpose of filing appropriate Interstate Commerce Act, Uniform Commercial Code and other filings with respect to User Leases or the RMI Agreement, and the Assignor does hereby irrevocably authorize the Assignee by its duly authorized officers or agents as attorney-in-fact of the Assignor to sign

Any such filings in the name of the Assignor as debtor and/or to execute and file the same with only the signature of the Assignee as secured party.

The remaining paragraphs on page 2 shall remain in full force and effect.

2. Schedule A to the Collateral Assignment of Leases and RMI Agreement is hereby amended by deleting all references to New Reporting Mark HLMX wherever it appears and replacing therefor New Reporting Mark TWRY. The remaining parts of Schedule A shall remain in full force and effect.

3. All terms used in this First Amendment defined in the Agreement shall have the meanings set forth therein except as otherwise specified hereunder.

4. Except as otherwise specifically set forth herein, all other terms of the Promissory Note, including, but not limited to the right of WCC to demand full payment of all outstanding principal and accrued and unpaid interest and all other terms of the Agreement, and other loan documents referenced therein, including, but not limited to, the Security Agreement, shall remain in full force and affect as originally executed.

IN WITNESS WHEREOF, this Second Amendment is duly executed on the date and year set forth above by the undersigned duly authorized representatives of Borrower and WCC.

*WMP*  
*as of*  
*MS*

ATTEST:

*David R. Ed*

(Corporate Seal)

ATTEST:

\_\_\_\_\_

HELM FINANCIAL CORPORATION

By: *William M. Peterson*

Name: William M. Peterson

Date: ~~5-10-88~~ 6-16-88

WESTINGHOUSE CREDIT CORPORATION

By: *John F. Mcenery*

Name: JOHN F. McENERY  
Vice President, Leasing Operations

Date: \_\_\_\_\_

0162/W  
51388-1100

STATE OF California )  
 )  
COUNTY OF San Francisco ) SS.

On this 16<sup>th</sup> day of ~~May~~ <sup>June</sup>, 1988, before me, personally appeared William M. Peterson, to me personally known, who being by me duly sworn, says that he is a Executive Vice President of Helm Financial 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 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.



Elena F. Gary  
Notary Public

(SEAL)

STATE OF Pennsylvania )  
 )  
COUNTY OF Allegheny ) SS.

On this 21<sup>st</sup> day of ~~May~~ <sup>June</sup>, 1988, before me, personally appeared John F. McEnery to me personally known, who being by me duly sworn, says that he is a Vice President of Westinghouse Credit 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 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.

Joann B. Klingler  
Notary Public

JOANN B. KLINGLER, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES MAY 6, 1991  
Member, Pennsylvania Association of Notaries

(SEAL)

0162/W