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ICC Washington, D. C.

May 12, 1989

9-132A052

Honorable Noreta R. McGee
Secretary
Interstate Commerce Division
Washington, D.C. 20423

RECORDATION NO 16168-C FILED 1423

MAY 12 1989 -11 45 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

On behalf of The First National Bank of Boston, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, four (4) executed counterparts of a document, entitled Partial Termination of Security Agreement, executed as of May 12, 1989 which should be included as part of the filing recorded on January 18, 1989 at 10:55 a.m., Recordation No. 16168 as the next available recordation number being 16168-C.

The executing party to the enclosed Partial Termination is:

The First National Bank of Boston - Secured Party
100 Federal Street
Boston, Massachusetts 02106

The Termination, among other things, terminates the security interest of the Secured Party in the locomotives and gondolas listed in Exhibit A to the Termination and in the two Railroad Equipment Lease Agreements dated as of December 26, 1988 between Helm Financial Corporation and The Detroit Edison Company filed under ICC Recordation Nos. 16146 and 16147.

The equipment covered is listed in Exhibit A to the Termination.

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

"Partial Termination of Security Interest."

This one is
C. Crowley

MAY 12 11 49 AM '89
RECORDS SECTION

Honorable Noreta R. McGee
May 12, 1989
Page Two

Enclosed is a check in the amount of thirteen dollars (\$13.00) in payment of the filing fee. Once the filing has been made, please return to bearer the stamped counterparts of the Partial Termination not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,



L. Celeste H. Blumer

Enclosures
LCHB:its

PARTIAL TERMINATION OF SECURITY AGREEMENT

MAY 12 1989 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

THIS PARTIAL TERMINATION OF SECURITY AGREEMENT, dated as of May 12 1989, by The First National Bank of Boston, a national banking association, as Trustee (the "Bank"), for the benefit of Helm Financial Corporation, a California corporation ("Helm").

1. Recitals. Helm owns Six (6) SD40-2 3000 H.P. locomotives, Three (3) U30C locomotives and One Hundred Eighty-Nine (189) 125-ton aluminum-body, steel frame gondola railroad cars bearing American Association of Railroads Designation Numbers as listed on Exhibit A attached hereto (the "Equipment") which Equipment is subject to two Leases of Railroad Equipment, dated as of December 26, 1988 between The Detroit Edison Company ("Detroit") and Helm (the "Leases"). Helm has granted a blanket security interest in all of its assets now owned or hereafter acquired (the "Collateral"), to the Bank upon the terms and conditions provided in that certain Security Agreement, dated as of January 17, 1989, between Helm and the Bank (the "Security Agreement") and filed at the Interstate Commerce Commission ("ICC") under Recordation No. 16168 filed on January 18, 1989 at 10:55 a.m.

Helm is planning to mortgage the Equipment and discount the Leases to a third party as permitted by the Security Agreement and desires to do so free and clear of any lien or security interest of the Bank. Pursuant to the terms of the Security Agreement, the Bank and Helm desire to terminate the Bank's security interest in the Equipment and the Leases.

2. Termination of Security Interest. The Bank's security interest in the Equipment and the Leases shall be and is hereby terminated upon the filing of this Partial Termination with the ICC and all of the Bank's right, title and interest in and to the Equipment and the Leases shall and has become null and void.

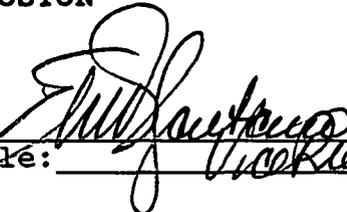
This Release shall have no effect on the Bank's security interest in and lien on any Collateral other than the Locomotives + GONDOLAS, and the Lease and said security interest in and lien on such other Collateral is hereby reaffirmed.

IN WITNESS WHEREOF, the Bank, pursuant to due authority, has executed this Partial Termination of Security Agreement as of the date first above written.

THE FIRST NATIONAL BANK OF BOSTON

ATTEST:

Name: _____
Title: _____

By: 
Title: President

[CORPORATE SEAL]

EXHIBIT A

<u>Equipment Description</u>	<u>Lessee's Numbers</u>
Six (6) SD40-2 3000 H.P. Diesel Electric Locomotives built by General Motors Corporation (Electro-Motive Division) in 1973	DE 001 DE 002 DE 005 DE 013 DE 015 DE 016
Three (3) U30C 3000 H.P Diesel Electric Locomotives built by General Electric Corporation in 1973	DE 007 DE 008 DE 011
One Hundred Eight-Nine (189) 125-ton Aluminum-body, steel frame gondola rail- road cars	See attached Exhibit 1

EXHIBIT 1

The Equipment that is the subject of the Agreement consists of 189 125-ton Aluminum body, steel frame gondola railroad cars currently in the possession of The Detroit Edison Company and bearing the following road numbers:

o Even numbers (95 railcars - fixed end couplers) DEEX:

1004	through	1012	2040	through	2042
1016	"	1030	2046	"	2066
1034	"	1038	2072	"	2078
1044			3002	"	3020
1048	through	1050	3024	"	3028
1054	"	1074	3032	"	3046
1078	"	1080	3052		
2002	"	2006	3056	through	3058
2010	"	2024	3062	"	3068
2028	"	2036	3072	"	3074

o Odd numbers (94 railcars - rotary end couplers) DEEX:

1001	through	1013	2023	through	2029
1017			2035	"	2051
1021	through	1035	2055	"	2061
1039	"	1041	2065	"	2071
1045	"	1061	2077	"	2083
1067			3001	"	3009
1073			3019	"	3051
1077	through	1079	3055	"	3057
2001	"	2005	3061	"	3067
2009	"	2015	3073	"	3075
2019					

STATE OF ~~NEW YORK~~ MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 9th day of MAY, 1989, before me, personally appeared EVELYN M. DIGAETANO to me personally known, who being by me duly sworn, says that she is a VICE PRESIDENT of The First National Bank of Boston, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.



Notary Public

[SEAL]