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RECORDATION NO 16456 FILED 1425

July 31, 1989 AUG 1 1989 -2 25 PM

INTERSTATE COMMERCE COMMISSION

9-213A048

AUG 1 2 10 PM '89
MOTOR OPERATING UNIT

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

Dear Ms. McGee:

On behalf of Helm Financial Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, five (5) executed counterparts of a primary document, not previously recorded, entitled Memorandum of Security Agreement, executed as of July 31, 1989, five (5) executed counterparts of a related secondary document, not previously recorded, entitled Memorandum of Lease of Railroad Equipment, executed as of January 23, 1989 and five (5) executed counterparts of a related secondary document, not previously recorded, entitled Assignment of Lease, executed as of July 31, 1989.

The executing parties to the enclosed Memorandum of Security Agreement ("Security Agreement") are:

Helm Financial Corporation - Debtor
One Embarcadero Center, Suite 3500
San Francisco, CA 94111

Heleasco Thirty-Five, Inc.
400 Bellevue Parkway
Suite 340
Wilmington, Delaware 19809

The Security Agreement, among other things, covers the granting of a security interest by the Debtor to the Secured Party in the refrigerated boxcars listed in Annex A to the Security Agreement and all rights of the Debtor in the leasing thereof, to secure the payment of a loan.

The equipment covered is the refrigerated boxcars listed in Annex A to the Security Agreement.

c:[heleasco.ltr]jla

C. Rappler

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

"Covers 159 refrigerated boxcars, Road Numbers UPFE 461301-461391, 461201-461273, 461176-461179."

The executing parties to the Memorandum of Lease of Railroad Equipment ("Lease") are:

Helm Financial Corporation - Lessor
One Embarcadero Center, Suite 3500
San Francisco, CA 94111

Heleasco Thirty-Five, Inc. - Lessee
400 Bellevue Parkway
Suite 340
Wilmington, Delaware 19809

The Lease covers the lease of the refrigerated boxcars listed on Annex A to the Lease by Lessor to Lessee.

The equipment covered is the refrigerated boxcars listed on Annex A to the Lease.

The Lease should be filed as a secondary document to the above-referenced Security Agreement. A short summary of the Lease to appear in the ICC Index is as follows:

"Covers 159 refrigerated boxcars, Road Numbers UPFE, 461301-461391, 461201-461273, 461176-461179."

The executing party to the enclosed Assignment of Lease ("Assignment") is:

Helm Financial Corporation - Assignor
One Embarcadero Center, Suite 3500
San Francisco, CA 94111

and is executed in favor of:

Heleasco Thirty-Five, Inc. - Assignee
400 Bellevue Parkway
Suite 340
Wilmington, Delaware 19809

The Assignment covers the assignment of the Lease to the Assignee.

The Assignment should be filed as a secondary document to the above-referenced Security Agreement. A short summary of the Assignment to appear in the ICC Index is as follows:

> "Assignment of Lease relating to 159 refrigerated boxcars, Road Numbers UPFE 461301-461391, 461201-461273, 461176-461179."

Enclosed are three checks in the amount of thirteen dollars ($13.00) each in payment of the filing fee. Once the filing has been made, please return to bearer the stamped counterparts of the Security Agreement 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

L. Celeste H. Blumer

Enclosures
LCHB:jla

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, Helm Financial Corporation, a California corporation ("Assignor"), hereby assigns and transfers to HELEASCO THIRTY-FIVE, INC., a Delaware Corporation ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to that certain Lease of Railroad Equipment (the "Lease") dated as of January 23, 1989 for the lease of certain railroad equipment (the "Equipment") as listed in Exhibit A to the Lease of which Union Pacific Railroad Company, a Utah corporation is Lessee and Assignor is lessor, together with all rentals and other moneys due thereunder and all proceeds from insurance, condemnation and requisition proceedings payable to or receivable by the Assignor under or in connection therewith, and all rights, powers and remedies (but none of the duties or obligations, if any) of Assignor under the Lease, including all rights of the Assignor to give and receive any notice, consent, waiver, demand or approval under or in respect of the Lease, to exercise any election or option thereunder or in respect thereof, to accept any surrender of any property subject thereto, to execute and deliver any bill of sale for the Equipment and to do all other things which Assignor is entitled to do under the Lease.

Assignor authorizes Assignee to do every act and thing in the name of the Assignor, Assignee or otherwise which Assignee may deem advisable to enforce the terms of the Lease, and the Assignor hereby irrevocably appoints Assignee the true and lawful attorney for the Assignor with full power of substitution and revocation, together with full power and authority in the name of the Assignor, Assignee or otherwise, to demand, enforce, collect, receive, receipt and give releases for any moneys due or to become due under or arising out of the Lease or any policy of insurance or indemnity relating to the Equipment subject thereto or the Lease (including any returns of premium), to endorse all checks and other instruments payable to Assignor relating to the Lease or the Equipment and, with the written consent of Assignor unless and until a default shall have occurred under that certain Security Agreement between Assignor and Assignee dated as of July 31, 1989 (the "Security Agreement") or that Non-recourse Promissory Note by Assignor in favor of Assignee dated as of July 31, 1989 (the "Note"), to do and take all such other actions as are referred to in the preceding paragraph relating to the Lease or the Equipment, to file any claims or institute any proceedings for the foregoing which Assignee deems necessary, and to compromise any such demand, claim or action. Provided, however, that Secured Party shall not as long as no Event of Default (as defined in the Security Agreement) or other event which with the giving of notice or the lapse of time or both could become an Event of Default under the Lease or the Security Agreement shall have occurred or be continuing without the written consent of Assignor, seek to enforce any of the rights, powers or remedies of Assignee under the Lease, except that nothing herein shall prevent Assignee from seeking to enforce any payment or indemnity at or after the time it is due under the Lease or any policy of insurance relating to the

Equipment before the failure to make said payment becomes an Event of Default under the Security Agreement or the Lease.

Notwithstanding the foregoing, it is expressly agreed that (i) Assignor shall remain liable as lessor under the Lease to perform all of the obligations assumed by it thereunder, (ii) the obligations of Assignor under the Lease may be performed by Assignee or any subsequent assignee without releasing Assignor therefrom, (iii) the Assignee or any subsequent assignee shall have no liability or obligation under the Lease by reason of this Assignment and shall not, by reason of this Assignment, be obligated to perform any of the obligations of Assignor under the Lease or to file any claim or take any other action to collect or enforce any payment assigned hereunder.

Assignor agrees that at any time and from time to time, upon the written request of Assignee or any subsequent assignee, Assignor will promptly and duly execute and deliver any and all such further instruments and documents as Assignee or any subsequent assignee may deem necessary or advisable in obtaining the full benefits of this Assignment and of the rights and powers herein granted.

Assignor hereby agrees (i) to perform duly and punctually each of the terms, conditions and covenants contained in the Lease, (ii) to notify promptly Assignee or any subsequent assignee of any default or alleged default by any party to the Lease or any termination or alleged termination thereof, and (iii) without the prior written consent of Assignee or any subsequent assignee, not to extend, amend, supplement, modify or terminate the Lease or agree to, or permit, any modification, waiver or other alteration of the terms thereof.

Assignor does hereby warrant and represent that the Equipment has been delivered to and accepted by the Lessee under the Lease, the Lease is in full force and effect and that Assignor has not assigned or pledged (except to the First National Bank of Boston, which assignment and pledge shall be terminated concurrently herewith), and hereby covenants that it will not assign or pledge, so long as this Assignment shall remain in effect, the whole or any part of the rights hereby assigned, to anyone other than Assignee, its successors or assigns. Pending further notice by Assignee, the Lessee under the Lease, is hereby authorized and directed to pay all rent and other sums payable under the Lease, as they become due, directly to or as directed by Assignee.

This Assignment is made pursuant to and for the purposes of that certain Security Agreement, of even date herewith, given by Assignor to Assignee to secure the payment of the Note and all other obligations referred to therein and shall remain in full force and effect until the Note and such obligations have been paid and discharged in full.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered as of July 31, 1989.

[Corporate Seal]

Attest:

By: _____

HELM FINANCIAL CORPORATION

By: _____
Title: President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

I, Elena F. Gary, a Notary Public in and for the state and county aforesaid, do hereby certify that Richard C. Kirchner of HELM FINANCIAL CORPORATION, a California corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is President, he signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said corporation to the affixed thereto, pursuant to authority of its Board of Directors, as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand notarial seal this 27th day of July, 1989.

Elena F. Gary
Notary Public

My commission expires July 24, 1992

[Notarial Seal]

OFFICIAL SEAL
ELENA F GARY
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My comm. expires JUL 24, 1992

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