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RECORDATION NO. 15734 C

NOV 17 1988 2 15 PM
INTERSTATE COMMERCE COMMISSION
8-322A018

November 17, 1988

No.

Date NOV 17 1988

Recordation No. 15734

Fee \$ 13.00

ICC Washington, D. C.

\$13.00 filing fee

Dear Ms. McGee:

On behalf of Westinghouse Credit Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled Termination of Security Agreements and Collateral Assignments ("Release") dated as of November 7, 1988.

The party to the enclosed Release is:

Westinghouse Credit Corporation -
Releasing Party
One Oxford Centre
Pittsburgh, Pennsylvania 15219

The said Release acts to release and terminate all interest in, to and under that certain Security Agreement, dated as of June 29, 1988, as amended and related Collateral Assignment, recorded with the Interstate Commerce Commission under Recordation Nos. 15734 and subparts thereof. The said Release should be recorded under the next available letter designation under Recordation No. 15734 which we believe will be -C.

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

"Full Termination and Release."

Enclosed is a check in the amount of thirteen dollars (\$13) in payment of the filing fee. Once the filing has been made, please return to bearer the stamped counterparts of the Release not needed for your files, together with the fee.

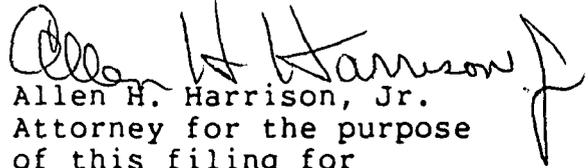
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receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Allen H. Harrison, Jr.", written in black ink.

Allen H. Harrison, Jr.
Attorney for the purpose
of this filing for
Westinghouse Credit Corporation

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

Enclosures

AHH/iw

BY HAND

75134-C

RECORDATION NO. 15734-C

NOV 17 1988 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

TERMINATION OF SECURITY AGREEMENTS AND COLLATERAL ASSIGNMENTS

THIS TERMINATION OF SECURITY AGREEMENTS AND COLLATERAL AGREEMENTS, dated as of November 7, 1988, by Westinghouse Credit Corporation, a Delaware corporation (hereinafter called "Westinghouse"), for the benefit of Helm Financial Corporation, a California corporation ("Helm").

1. Recitals. Helm owns certain 100-ton 3418 cubic foot triple pocket, open top hopper cars, remanufactured (Rule 88) by Bethlehem Steel Freight Car Division ("Bethlehem"), 1988 (the "Cars") as listed on each Schedule A to those certain Security Agreements dated as of May 10, 1988 as amended, May 19, 1988 as amended and June 29, 1988 as amended by and between Helm and Westinghouse (the "Security Agreements"). Helm has leased the Cars to the Tradewater Railway Company, a Kentucky short-line railroad ("Tradewater"), pursuant to a certain Lease of Railroad Equipment, dated as of January 28, 1988, between Tradewater and CIS Equipment Leasing Corporation ("CIS"), said Lease being assigned to Helm (the "Lease"). Helm has granted a security interest in the Cars, the Lease, and a Purchase Order, dated December 1, 1987, and reply letter from Bethlehem, dated March 22, 1988 (the "Purchase Order") (hereinafter collectively referred to as the "Collateral"), to Westinghouse upon the terms and conditions provided in the Security Agreements. Helm assigned the Collateral to Westinghouse upon the terms and conditions provided in those certain Collateral Assignment of Leases and RMI Agreement, dated as of May 10, 1988 as amended, May 19, 1988 as amended and June 29, 1988 as amended, by and between Helm and Westinghouse (the "Collateral Assignments").

Pursuant to Paragraph 1.5 of the Security Agreements and pursuant to the terms of the Collateral Assignments, Westinghouse and Helm desire to terminate Westinghouse's security interest in and the assignment of the Cars, the Lease and the Purchase Order.

2. Termination of Security Interest. Westinghouse's security interest in and the assignment of the Cars and Collateral shall be and is hereby terminated upon the filing of this Termination with the Interstate Commerce Commission and all of Westinghouse's right, title and interest in and to the Cars and the Collateral shall and has become null and void.

IN WITNESS WHEREOF, Westinghouse, pursuant to due authority, has executed this Termination of Security Agreements and Collateral Assignments as of the date first above written.

WESTINGHOUSE CREDIT CORPORATION

ATTEST:

By: William A. Orr
Title: Senior Investment Mgr

By: _____
Title: _____

[Corporate Seal]

STATE OF PENNSYLVANIA)
COUNTY OF Allegheny) ss.

On this 4th day of November, 1988, before me, personally appeared William A. Orr to me personally known, who being by me duly sworn, says that he is a Senior Investment Mgr 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

[Seal]

NOTARIAL SEAL
JOANN B. KLINGLER, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAY 8, 1991

Member, Pennsylvania Association of Notaries