

HELM FINANCIAL CORPORATION

VIA AIR COURIER

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

May 12, 1998

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

RECORDATION NO. 18736 - A
FILED
MAY 18 '98 11-00AM

Dear Mr. Williams

Enclosed are two (2) originals of the Assignment Agreement ("Assignment") effective as of April 30, 1998 between the following parties:

"Assignor": IBJ Schroder Business Credit Corporation f/k/a
IBJ Schroder Leasing Corporation
One State Street
New York, NY 10004

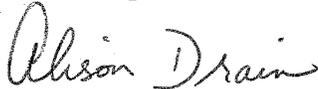
"Assignee": Helm Financial Corporation
One Embarcadero Center, Suite 3700
San Francisco, CA 94111

The equipment involved in this transaction is as follows:

Equipment: See Schedule A to Assignment

Please file the Assignment as a supplementary document to Recordation No. 18736 filed on March 15, 1994 and return one (1) endorsed original to my attention. A check covering the filing fee of twenty-six dollars (\$26.00) is enclosed.

Sincerely,



Alison Drain
Document Administrator

/ad
Enclosures (2)

stb/assign/ibjsch.fin

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

DATE:5/18/98

Alison Drain
Helm Financial Corporation
One Embarcadero Center
San Francisco, CA., 94111

Dear Sir/Madam:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3(c), on 5/18/98 at 11:00AM, and
assigned recordation number(s).21416, 21417, 21418, 21419, 21420, 13361-I, 15541-C,
18288-E, 18736-A, 18872-B, 19104-A, 19325-B, and
20822-B.

Sincerely Yours,



Vernon A. Williams

Enclosure(s)
338.00

\$-----The amount indicated at the left has been received in payment of a fee in
connection with a document filed on the date shown. This receipt is issued for the amount
paid. In the event of an error or any questions concerning this fee, you will receive a
notification after the Surface Transportation Board has an opportunity to examine your
document.



RECORDATION NO. 18736-A FILED

MAY 18 '98 11-00 AM

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT effective as of April 30, 1998 is made by **IBJ SCHRODER BUSINESS CREDIT CORPORATION**, f/k/a IBJ Schroder Leasing Corporation, a New York corporation ("**Assignor**"), to **HELM FINANCIAL CORPORATION**, a California corporation ("**Assignee**").

R E C I T A L S

WHEREAS, Assignor and Assignee have entered into an Agreement of Purchase and Sale dated as of April 27, 1998 ("**Agreement**"), providing for the sale to Assignee of one hundred forty-nine (149) open top hopper railcars described in Schedule A attached hereto ("**Units**"), subject to a Lease of Railroad Equipment dated as of December 30, 1993, among Assignor as lessor, Rinker Materials Corporation, as lessee ("**Lessee**"), CSR America, Inc (f.k.a. RMC Holdings (USA) Ltd.) as guarantor, and Assignee, as manager, recorded and filed with the Surface Transportation Board (f.k.a. the Interstate Commerce Commission) on March 15, 1994, under recordation number 18736 (together with all supplements, amendments, waivers and other related documentation, the "**Lease**"); and

WHEREAS, Assignor wishes to assign and Assignee wishes to accept the assignment of the Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment**. Subject to the terms, conditions and covenants of the Agreement, Assignor hereby forever and irrevocably assigns, transfers and sets over to Assignee and Assignee's successors and assigns all of its right, title and interest in and to the Lease and all of the rights, powers, privileges and remedies of Assignor thereunder; provided, however, that Assignee shall be entitled to all Rent and other payments accruing under the Lease with respect to the period on and following the Closing Date and Assignor shall be entitled to all Rent and other payments accruing under the Lease with respect to the period prior to the Closing Date, and if and to the extent either party receives a payment to which the other party is entitled, such receiving party shall promptly remit such amount to the other party.
2. **Assumption**. Assignee hereby assumes and agrees to fully and timely perform all of the obligations and liabilities of the Lessor under the Lease, to the extent such obligations and liabilities first arise after the Closing Date.
3. **Binding Effect**. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
4. **Governing Law**. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties pursuant to due corporate authority have executed this Assignment and Assumption Agreement through their authorized representatives as of the date first above written.

IBJ SCHRODER BUSINESS CREDIT CORPORATION

HELM FINANCIAL CORPORATION

By: C. Michael Lewis
Print Name: C. MICHAEL LEWIS
Title: V.P.

By: [Signature]
Print Name: Richard C. Kirchner
Title: President

SCHEDULE A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Description of the Units:

One hundred forty-nine (149), 100-ton, 2301 cubic foot capacity, open top hopper railcars.

Unit Numbers:

KAIX 1000-1022, 1024-1045, 1048-1051, 1053-1099
KAIX 2000-2002, 2004-2050, 2052-2054

STATE OF NEW YORK)
) S.S.
COUNTY OF NEW YORK)

On this 30th day of April, 1998, before me, KARON Y. MUMFORD personally appeared C. MICHAEL LEWIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

My commission expires: (Seal)

KARON Y. MUMFORD
NOTARY PUBLIC, State of New York
No. 01MU5085112
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Sept. 15, 1999

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

On this 6th day of ^{May} ~~April~~, 1998, before me, Eric W. Stoll personally appeared Richard C. Kirchner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

My commission expires: (Seal)

2/22/2002

