

HELM
FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111
415/398-4510 FAX 415/398-4816

18943-A

VIA AIR COURIER

June 19, 1995

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

Dear Ms. Lee:

Enclosed are two (2) originals of Assignment and Assumption Agreement dated November 18, 1994 ("**Assignment**") between the following parties:

Lessee: Georgia Power Company
P.O. Box 4545
Atlanta, GA 30302

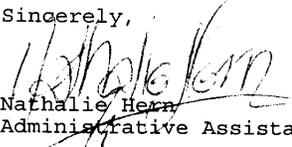
Assignor: Qilico Limited
% SC Capital Corp
5445 DTC Parkway, Suite 922
Englewood, CO 80111

The equipment involved in this transaction is as follows:

Equipment: 150, open top hopper railcars bearing the reporting mark and numbers HLMX 78001-78299; 80231-80459; 81460-81496 under the Master Car Lease Agreement dated as of March 23, 1994 between Helm Financial Corporation, as assignee of Qilico Limited and Georgia Power Co.

Please file the Assignment as a supplementary document to Recordation No. 18943 filed August 23, 1994 and return one (1) endorsed original to my attention. The filing fee of \$21.00 is included in the enclosed cheque.

Sincerely,


Nathalie Horn
Administrative Assistant

/nh
Enclosures (2)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") entered by and between Qilico Limited, as assignor (the "Assignor"), and Helm Financial Corp., a California corporation, as assignee (the "Assignee"), dated the 18th day of November, 1994.

WHEREAS, by Lease Agreement for Railroad Cars dated as of September 20, 1988 between the Assignor (as assignee of Computer Equipment Investors, Inc., assignee of PLM Investment Management, Inc.), as lessor, and Burlington Northern Railroad Company as lessee (the "Lessee"), (the "Assigned Agreement"), the Assignor agreed to lease and the Lessee agreed to take on and lease certain equipment (collectively, the "Equipment"), on the terms and subject to the conditions contained therein;

WHEREAS, the Assignor has agreed to assign to the Assignee all of its rights, interests, duties, obligations and liabilities in, to and under the Assigned Agreement with respect to the Equipment; and

WHEREAS, The Assignee desires to accept the assignment of all of the Assignor's rights, interests, duties, obligations and liabilities in, to and under the Assigned Agreement with respect to the Equipment to the same extent as if the Assignee had executed the Assigned Agreement.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assigned Agreement. The Assignor hereby assigns, transfers and conveys to the Assignee all of its rights, interests, duties, obligations and liabilities in, to and under the Assigned Agreement with respect to the Equipment.

2. Assumption of Assigned Agreement. The Assignee hereby accepts the assignment contained in Section 1 and assumes all of the duties, obligations and liabilities of the Assignor in, to and under the Assigned Agreement with respect to the Equipment to the same extent as if the Assignee had executed the Assigned Agreement. The Assignee hereby agrees to be bound by the terms and provisions of the Assigned Agreement and accepts all of the Assignor's rights, interests, duties, obligations and liabilities thereunder.

3. Governing Law. This Assignment is being delivered in the Commonwealth of Pennsylvania. This Assignment shall in all respects be governed by, and construed in accordance with, the

internal substantive laws of the Commonwealth of Pennsylvania, including all matters of construction, validity or interpretation of this Assignment.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

5. Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

QILICO LIMITED

By: _____

Title: _____
Assignor

HELM FINANCIAL CORP.

By: John F. Morris

Title: CFO
Assignee

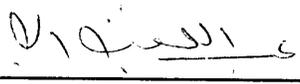
internal substantive laws of the Commonwealth of Pennsylvania, including all matters of construction, validity or interpretation of this Assignment.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

5. Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

QILICO LIMITED

By: 

Title: DIKECTOR

Assignor

HELM FINANCIAL CORP.

By: _____

Title: _____

Assignee