



**BancBoston Leasing**

3-070A053

*Ms. Mildred Lee*

March 10, 1993

RECORDATION NO. 18040-2 FILED 1425  
MAR 11 1993 3:45 PM  
INTERSTATE COMMERCE COMMISSION

The Honorable Noretta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, DC 20423

Dear Ms. McGee:

We have enclosed an original and one certified copy of the secondary document described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code:

- Exhibit A - Equipment Schedule No. 6
- Exhibit B - Certificate of Acceptance
- Exhibit A (to Master Lease Agreement applicable to Schedule No. 6) - Stipulated Loss Values

The primary document was recorded on December 11, 1992 at 3:20 PM, Recordation No. 18040.

A fee of \$17.00 is enclosed. Please return the original document after recordation to BancBoston Leasing Inc., 100 Federal Street, Boston, Massachusetts 02110.

Very truly yours,

BancBoston Leasing Inc.

By *James D. Tighe*  
James D. Tighe  
Vice President

Enclosures

JDT:dlp

*P.S. If you have any questions please call me at 617-434-8388.*

MAR 11 3 45 PM '93

Interstate Commerce Commission  
Washington, D.C. 20423

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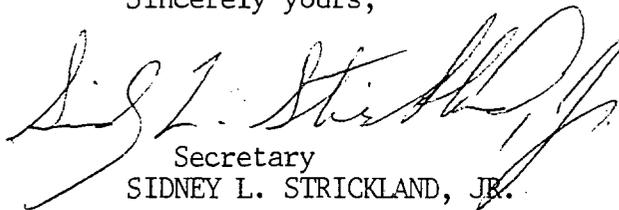
OFFICE OF THE SECRETARY

James D. Tighe  
Vice President  
BancBoston Leasing  
100 Federal Street  
Boston, Massachusetts 02110

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on **3/11/93** at **3:45pm**, and assigned  
recordation number(s). **18040-D**

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

0  
2/24/93



**BancBoston Leasing**

a BANK OF BOSTON company

RECORDATION NO. 18040-D FILED 1425

MAR 11 1993 3:45 PM

EXHIBIT A

INTERSTATE COMMERCE COMMISSION  
EQUIPMENT SCHEDULE NO. 6

This Equipment Schedule No. 6 is hereby made a part of the MASTER LEASE AGREEMENT dated as of November 17, 1992 between BancBoston Leasing Inc., as Lessor, and Helm Financial Corporation, as Lessee.

1. EQUIPMENT DESCRIPTION (including quantity, model/feature, identification and/or serial number):

- (2) 4000 cubic foot capacity covered hopper railcars
- (35) 4600 cubic foot capacity (or greater) covered hopper

See attached Exhibit A for car number detail

2. ACQUISITION COST: \$501,372.72

3. LEASE TERM: 84 months

4. MONTHLY RENT: \$7,079.38  in advance /  in arrears

5. RECOVERY PERIOD: 7 Years

6. INSTALLATION SITE: 120 West Market Street  
Address

<u>Troy</u>	<u>Madison</u>	<u>Illinois</u>	<u>62294</u>
City	County	State	Zip Code

LESSOR:

BancBoston Leasing Inc.

By [Signature]  
Title Vice President

LESSEE:

Helm Financial Corporation

By [Signature]  
Title President

EXHIBIT A  
Schedule 6

- (2) 4000 cubic foot capacity covered hopper railcars
- (35) 4600 cubic foot capacity (or greater) covered hopper railcars

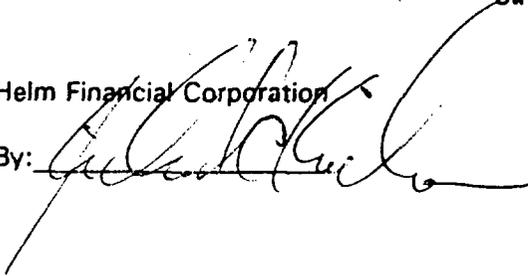
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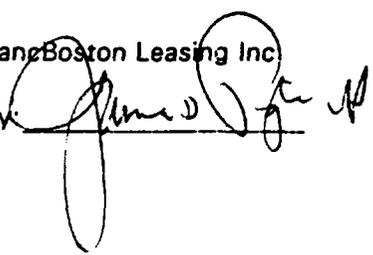
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Helm Financial Corporation

By: 

BanzBoston Leasing Inc

By: 



# BancBoston Leasing

a BANK OF BOSTON company

## EXHIBIT A

### STIPULATED LOSS VALUES

With reference to the Rider No. 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 6, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>	<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>
01-Apr-93	104.1023	01-Oct-95	77.3111
01-May-93	103.2901	01-Nov-95	76.3338
01-Jun-93	102.4722	01-Dec-95	75.3514
01-Jul-93	101.6495	01-Jan-96	74.3644
01-Aug-93	100.8219	01-Feb-96	73.3727
01-Sep-93	99.9886	01-Mar-96	72.3762
01-Oct-93	99.1505	01-Apr-96	71.3773
01-Nov-93	98.3075	01-May-96	70.3737
01-Dec-93	97.4588	01-Jun-96	69.3677
01-Jan-94	96.6053	01-Jul-96	68.3571
01-Feb-94	95.7468	01-Aug-96	67.3419
01-Mar-94	94.8832	01-Sep-96	66.3244
01-Apr-94	94.0111	01-Oct-96	65.3024
01-May-94	93.1340	01-Nov-96	64.2759
01-Jun-94	92.2484	01-Dec-96	63.2471
01-Jul-94	91.3579	01-Jan-97	62.2139
01-Aug-94	90.4626	01-Feb-97	61.1763
01-Sep-94	89.5587	01-Mar-97	60.1353
01-Oct-94	88.6500	01-Apr-97	59.0939
01-Nov-94	87.7364	01-May-97	58.0482
01-Dec-94	86.8143	01-Jun-97	57.0021
01-Jan-95	85.8873	01-Jul-97	55.9518
01-Feb-95	84.9555	01-Aug-97	54.8974
01-Mar-95	84.0172	01-Sep-97	53.8426
01-Apr-95	83.0738	01-Oct-97	52.7838
01-May-95	82.1256	01-Nov-97	51.7209
01-Jun-95	81.1724	01-Dec-97	50.6579
01-Jul-95	80.2143	01-Jan-98	49.5909
01-Aug-95	79.2515	01-Feb-98	48.5199
01-Sep-95	78.2837	01-Mar-98	47.4468

BancBoston Leasing Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Helm Financial Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

President



# BancBoston Leasing

A BANK OF BOSTON company

## EXHIBIT A

### STIPULATED LOSS VALUES

With reference to the Rider No 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 6, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>	<u>STIPULATED LOSS PAYMENT DATE</u>	<u>PERCENTAGE</u>
01-Apr-98	46.3737		
01-May-98	45.2968		
01-Jun-98	44.2200		
01-Jul-98	43.1396		
01-Aug-98	42.0554		
01-Sep-98	40.9716		
01-Oct-98	39.8842		
01-Nov-98	38.7933		
01-Dec-98	37.7029		
01-Jan-99	36.6090		
01-Feb-99	35.5118		
01-Mar-99	34.4131		
01-Apr-99	33.3151		
01-May-99	32.2139		
01-Jun-99	31.1135		
01-Jul-99	30.0101		
01-Aug-99	28.9038		
01-Sep-99	27.7985		
01-Oct-99	26.6903		
01-Nov-99	25.5794		
01-Dec-99	24.4698		
01-Jan-2000	23.3576		
01-Feb-2000	22.2428		
01-Mar-2000	21.1273		
01-Apr-2000	20.0000		

BancBoston Leasing Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Helm Financial Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

President



**BancBoston Leasing**

a BANK OF BOSTON company

**EXHIBIT B**

**CERTIFICATE OF ACCEPTANCE**

To: BancBoston Leasing Inc.  
100 Federal Street  
Boston, Massachusetts 02110

Pursuant to the MASTER LEASE AGREEMENT dated as of November 17, 1992 (the "Lease Agreement") between BancBoston Leasing Inc. (the "Lessor") and the undersigned (the "Lessee"), the equipment described on Equipment Schedule No. 6 (the "Equipment") has been delivered to the location set forth in such Equipment Schedule, has been tested and inspected by Lessee, and has been found to be in good repair and working order.

The Equipment has been accepted and placed in service by Lessee for all purposes under the Lease Agreement on March 9, 1993 (the "Commencement Date").

Lessee represents, warrants and covenants that: (a) as of the Commencement Date, all representations set forth in Section 18 of the Lease Agreement apply to the Equipment accepted hereunder; (b) in the event of a sale and leaseback of the Equipment, neither Lessee nor any member of its Affiliated Group as defined in the Lease Agreement has made or will make any election under the Internal Revenue Code of 1986, as amended (the "Code") affecting the depreciation of the Equipment or of any class of property which would apply to the Equipment after the sale of the Equipment to Lessor by Lessee; (c) in the event of a sale and leaseback of the Equipment, the Equipment will not constitute property placed in service in a churning transaction within the meaning of Section 168(f)(5) of the Code; (d) neither Lessee nor any member of its Affiliated Group filing a consolidated Federal income tax return will take any deduction for recovery of the cost of the Equipment; (e) the Equipment has been placed in service under the Lease Agreement on the Commencement Date; and (f) neither Lessee nor any member of its Affiliated Group has any investment in the cost of the Equipment.

The execution of this Certificate of Acceptance by Lessee shall not be construed, in any way, to release or to waive the obligations of any manufacturer or supplier for any warranties with respect to the Equipment.

This Certificate of Acceptance applicable to Equipment Schedule No. 6 shall constitute a part of the Lease Agreement.

IN WITNESS WHEREOF Lessee, by its duly authorized officer or agent, has executed and delivered this Certificate of Acceptance which is intended to take effect as a sealed instrument.

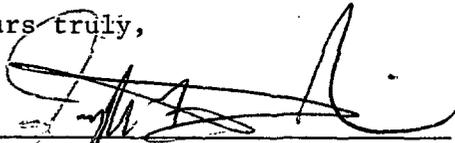
Helm Financial Corporation

By [Signature]

Title President

I hereby certify that the attached is a true copy of the original document.

Yours truly,



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My Commission Expires: 12-12-97