0-365A002

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON
55 EAST MONROE STREET
CHICAGO, ILLINOIS 60603-5803
AREA CODE 312 346-8000
TELEX. 25222
FACSIMILE 312 269-8869

LOS ANGELES OFFICE
ONE CENTURY PLAZA - SUITE 3300
2029 CENTURY PARK EAST
LOS ANGELES, CALIFORNIA 90067-3063
AREA CODE 213 277 7200
FACSIMILE 213 201 5219

WASHINGTON, D C OFFICE
815 CONNECTICUT AVENUE N W
WASHINGTON, D C 20006-4004
AREA CODE 202 463 2400
FACSIMILE 202 828 5393

NEW YORK OFFICE
767 THIRD AVENUE
NEW YORK, NEW YORK 10017-2013
AREA CODE 212 715 9000
FACSIMILE 212 752 3116

SACRAMENTO OFFICE
770 L STREET
SUITE 1150
SACRAMENTO, CALIFORNIA 95814-3325
AREA CODE 916 446 3970
FACSIMILE 916 446 4214

SAN FRANCISCO OFFICE
101 CALIFORNIA STREET
SUITE 2900
SAN FRANCISCO, CALIFORNIA 94111-5858
AREA CODE 415 397-2823
FACSIMILE 415 397-8549

17157
RECORDATION NO ____ FILED 1425
DEC 31 1990 -9 10 AM
INTERSTATE COMMERCE COMMISSION

December 31, 1990
First filing

17157
RECORDATION NO ____ FILED 1425
DEC 31 1990 -9 10 AM
INTERSTATE COMMERCE COMMISSION

DEC 31 9 05 AM '90

$30.00 pay fee

Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Room 2303
12th & Constitution
Washington, D.C. 20423

Attention: Mrs. Mildred R. Lee/DOCUMENTS FOR RECORDATION

Dear Mr. Strickland:

I am an attorney representing a party to the enclosed Railcar Lease Agreement.

I have enclosed originals and certified copies of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code and the regulations adopted thereto.

1. The first document is a Memorandum of Railcar Lease Agreement, a primary document, dated December 28, 1990.

The names and addresses of the parties to the document are as follows:

Lessor: The CIT Group/Equipment Financing, Inc.
270 Park Avenue
New York, New York 10017

Lessee: American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated as of December 28, 1990 and known as Trust No. 34110007
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Corporate Trust

-A next page

Beneficiary: Helm-Pacific Leasing
1416 Dodge Street
Omaha, Nebraska 68179

2. Also enclosed is a second document to be filed as a secondary document. The document is:

Assignment and Security Agreement, a secondary document, dated December 28,1990.

The primary document to which this is connected is recorded with this letter.

The names and addresses of the parties to this document are as follows:

Assignor: American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated as of December 28, 1990 and known as Trust No. 34110007
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Corporate Trust

Helm-Pacific Leasing
1416 Dodge Street
Omaha, Nebraska 68179

Assignee: The CIT Group/Equipment Financing, Inc.
270 Park Avenue
New York, New York 10017

A description of the equipment covered by each document follows:

230 4-pocket open topped hopper railroad cars with rotary couplers manufactured by Trinity Industries, Inc.in 1990 having the following serial numbers and currently bearing or in the future to be bearing the running marks and numbers:

Serial Numbers: 20000-20104, inclusive and
40500-40624, inclusive

Running Numbers: TNM 20000-20104, inclusive and
DRGW 40500-40624, inclusive

A fee of $30.00 ($15.00 for each document to be filed) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each stamped with your recordation number, to the person bearing this letter.

A short summary of the documents to appear in the index follows:

1. Memorandum of Lease among The CIT Group/Equipment Financing, Inc., 270 Park Avenue, New York, New York 10017 ("Lessor"), American National Bank and Trust Company of Chicago, at Trustee, 33 North LaSalle Street, Chicago, Illinois 60690 ("Lessee") and Helm-Pacific Leasing, 1416 Dodge Street, Omaha, Nebraska 68179 ("Beneficiary"), covering 230 open top hopper railroad cars.

2. Assignment and Security Agreement between American National Bank and Trust Company of Chicago, at Trustee, 33 North LaSalle Street, Chicago, Illinois 60690 ("Lessee") and Helm-Pacific Leasing, 1416 Dodge Street, Omaha, Nebraska 68179 ("Beneficiary") (Assignors) and The CIT Group/Equipment Financing, Inc., 270 Park Avenue, New York, New York 10017 (Assignee) dated December 28, 1990, and covering 230 open top hopper railroad cars.

Very truly yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By

Richard Demarest Yant

RDY/tg
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

12/31/90

OFFICE OF THE SECRETARY

Richard Demarest Yant
Seyfarth,Shaw,Fairweather & Geraldson
55 East Monroe Street
Chicago,Illinois 60608

Dear Sir:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on 12/31/90 at 9:10am , and assigned recordation number(s).

17158 17158-A & 17158-B ,17159, 17159-A & 17159-B

17157 & 17157-A 17160 17160-A & 17160-B

Sincerely yours,

Sidney L. Strickland, Jr.

Sidney L. Strickland, Jr.
Secretary

0387Y
122190

17157-A

RECORDATION NO. _____ FILED 1425

DEC 31 1990 9 10 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND SECURITY AGREEMENT

This ASSIGNMENT AND SECURITY AGREEMENT ("Assignment") is granted as of December 28, 1990, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally, but as trustee under Trust Agreement dated as of December 28, 1990, ("Trustee") and HELM-PACIFIC LEASING, a Nebraska partnership ("Beneficiary") (Trustee and Beneficiary are sometimes referred to herein jointly as "Lessee") to THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation and its successors and assigns ("Lessor").

WHEREAS, pursuant to the Railcar Lease Agreement dated as of December 28, 1990 (the "Lease"), (i) Lessor has provided to Trustee the units of railroad rolling stock equipment described on Schedule 1 hereto together with all accessories, equipment, parts and appurtenances appertaining or attached thereto, whether now owned or hereafter acquired, and all additions, improvements, accessions and accumulations to any and all of said equipment, including, without limitation, any and all substitutions, renewals or replacements of any of the foregoing (referred to herein collectively, the "Equipment" and individually, a "Unit") and may, from time to time, extend certain credit and other financial accommodations to Lessee and (ii) Lessee has agreed to grant to Lessor the liens and security interests in all subleases of the Equipment or any Unit and all rents thereunder, every other agreement relating to the Equipment or any Unit and the proceeds thereof and other personal property described herein:

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

SECTION 1. COLLATERAL.

Section 1.1 Grant of Security Interest. As security for the Lessee's payment and performance of all obligations under the Lease and hereunder (collectively referred to as the "Liabilities"), Lessee hereby grants to Lessor a security interest in and chattel mortgage on all of the following:

(a) All of Lessee's subleases, assignments, bailments for hire, or similar agreements or arrangements relating to the Equipment (the "Subleases"), whether now or hereafter existing, between the Lessee as lessor and other parties as lessees (the "Sublessees"), including, without limitation the Lease Agreements identified on Schedule 3 hereto;

(b) All proceeds (including, without limitation, insurance and indemnity payments) from the sale, lease, assignment, loss or other disposition in any way arising from the Equipment;

(c) (i) All rents arising from any Sublease, (ii) all claims for damages arising out of the breach of any Sublease, (iii) the right, if any, to terminate any Sublease, to perform thereunder and to compel performance of the terms thereof, (iv) the right to take possession of the Equipment and to use any and all of the Equipment, (v) the right to make all waivers and agreements and to enter into any amendments relating to any Sublease or any provision thereof, (vi) the right to take such action upon the occurrence of an event of default under any Sublease, including, without limitation, the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by any Sublease or by law, and (vii) all other rights, claims, causes of action, if any, which Lessee may have against any Sublessee with respect to any Sublease including, without limitation, the right to exercise any options or remedies under such Subleases;

(d) All other documents or agreements in any way relating to the Equipment or any Unit, including, without limitation, all agreements relating to the management, maintenance, care or repair of any Unit and all rights of Lessee arising out of any of them (the "Documents"); and

(e) All books, records, reports and documents, in whatever form and wherever located relating in any way to the foregoing, including, without limitation, all maintenance records, plans, specifications, lease records and reports (the "Records").

All such Equipment, Subleases, Documents, Records, rights, claims and causes of action described in the immediately preceding clauses (a), (b), (c), (d) and (e) and proceeds with respect thereto are herein collectively referred to as the "Collateral."

Section 1.2. Representations, Warranties and Covenants of Lessee. Lessee represents, warrants and covenants:

(a) That the Equipment is properly identified by serial, running or other identifying mark and number on Schedule 1 hereto and hereby made a part hereof.

(b) That all of Lessee's now existing Subleases and Documents are set forth on Schedule 2 hereto.

(c) That Lessee shall not enter into any renewals or extensions of its existing Subleases or Documents or enter into any new Subleases or Documents without in each

case such Subleases or Documents being subordinate to the Lease and this Assignment and without thereafter delivering the original of such Sublease or Document, renewal or extension to Lessor.

(d) That it has not assigned, pledged or mortgaged, and hereby covenants that it will not assign, pledge or mortgage, so long as the Lease or this Assignment shall remain in effect, the whole or any part of the rights or interests hereby assigned, pledged, mortgaged, and granted by it hereunder to anyone other than Lessor and its successors and assigns.

(e) That Lessee will defend the rights and interests of Lessor, in and to the Collateral against the rights or claims of any persons.

(f) That Lessee is not, as of the date hereof, in default under any of the provisions of any of the Subleases or Documents.

Section 1.3. Lessee's Agreements with Respect to the Subleases and Documents. To protect the grant of security interest to Lessor in the Subleases and Documents, Lessee hereby agrees as follows:

(a) Lessee shall faithfully abide by, perform and discharge each and every obligation, covenant, condition, duty and agreement which the Subleases and Documents provide are to be performed by Lessee.

(b) Lessee will deliver to Lessor the original of each Sublease and Document.

(c) Without the prior written consent of Lessor, Lessee shall not enter into any Sublease or Document that grants to the sublessee or other party thereunder the right to acquire any of the Equipment. Any attempts to enter into any Subleases or Documents made in violation of the provisions of this subsection shall be void.

(d) At Lessee's sole cost and expense, Lessee will appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the obligations, covenants, conditions, charters, agreements or liabilities of Lessee under any and all of the Subleases and Documents.

(e) Without the prior written consent of Lessor, Lessee shall not commence or compromise any action, suit, proceeding or case or file any application or make any motion affecting any of the Subleases or Documents in any bankruptcy proceeding other than a proceeding in which Lessee is the debtor.

SECTION 2. DEFAULTS

Section 2.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) An Event of Default shall occur under the Lease;

(b) Lessee shall fail to perform any of its obligations under this Assignment and such failure shall continue for ten (10) days after notice thereof to Lessee; or

(c) Any representation made to Lessor in this Assignment shall prove to be materially false or misleading at the time when made.

SECTION 3. REMEDIES.

Section 3.1. Remedies. Upon the occurrence and during the continuance of any Event of Default, Lessor may do any one or more of the following acts (but shall be under no obligation to do so) regarding the Collateral, or any portion thereof:

(a) direct any Sublessee to pay all rents thereafter becoming due under any of the Leases to Lessor, cash any checks and negotiate any other instrument or compromise any claim, in each case, if desireable in the name of Lessee;

(b) perform or discharge any obligation or duty of Lessee under any of the Subleases or Documents to such extent as Lessor may deem necessary or advisable to protect the security provided hereunder;

(c) exercise all the rights and remedies in foreclosure and otherwise granted to secured parties under the provisions of applicable laws;

(d) institute legal proceedings for the specific performance of any covenant or agreement herein undertaken by Lessee or for aid in the execution of any power or remedy herein granted;

(e) institute legal proceedings to foreclose upon and against the security interest and the chattel mortgage in any of the Collateral granted in and by this Assignment, to recover judgment for all amounts then due and owing as Liabilities, and to collect the same out of any sale of the Collateral or of collections upon the Subleases;

(f) institute legal proceedings for the sale, under the judgment or decree of any court of competent jurisdiction, of any of the Collateral;

(g) demand, collect, and retain all hire, earnings and other sums due and to become due to Lessee in respect of the Collateral from any party whomsoever, accounting only for the net earnings arising from such use, if any, after charging against any receipts from the use of the same and from any subsequent sale thereof all costs and expenses of and damages or losses by reason of, such use or sale;

(h) sell or dispose of all or any part of the Collateral, free from any and all claims of Lessee or of any other party claiming by, through or under Lessee at law, in equity, or otherwise, at one or more public or private sales, in such place or places, at such time or times, and upon such terms as Lessor may determine, in its sole and complete discretion and in light of the best interests of Lessor, with or without previous demand on or notice to Lessee or advertisement of any such sale or other disposal, except as may be required by law; and for the aforesaid purposes, all notices of sale, advertisements, and demands and any rights or equities of redemption otherwise required or available to Lessee under applicable law are hereby waived by Lessee to the fullest extent permitted by applicable law. Any non-waivable requirement in law of reasonable notice shall be deemed satisfied by ten (10) days notice. Any non-waivable requirement in law of publication shall be deemed satisfied by publication in any newspaper in circulation in Cook County, Illinois, including, without limitation, the Chicago Daily Law Bulletin. The power of sale hereunder shall not be exhausted by one or more sales, and Lessor from time to time may adjourn any sale to be made pursuant to this Section 3.1;

(i) assign its rights and interests in any and all of the Subleases and Documents, without Lessee's consent, to any successor or assignee of Lessor or to any other third party;

(j) exercise any and all other rights available to Lessor under any other agreement or at law or in equity.

In the event that Lessor exercises any of its rights under this Assignment, all payments or proceeds received by Lessor resulting from such exercise shall be applied in any manner reasonably deemed appropriate by Lessor. ALL REMEDIES OF LESSOR UNDER THIS ASSIGNMENT OR ANY OTHER DOCUMENT OR AT LAW OR IN EQUITY SHALL BE CUMULATIVE, AND THE EXERCISE OF ANY ONE REMEDY BY LESSOR SHALL NOT NECESSARILY PREVENT LESSOR FROM EXERCISING ANY OTHER REMEDY.

Section 3.2. Waiver by Lessee. To the extent permitted by law, and except as otherwise expressly provided herein to the contrary, Lessee covenants that it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take, or insist upon

any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisement of the Collateral or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and, to the full extent legally permitted, hereby expressly waives for itself and on behalf of each and every person, except decree or judgment creditors of Lessee acquiring any interest in or title to the Collateral, or any part thereof subsequent to the date of this Assignment, all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to Lessor, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted.

SECTION 4. GENERAL.

Section 4.1. Rights Cumulative. Each and every power and remedy hereby specifically given to Lessor shall be in addition to or every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time simultaneously and as often and in such order as may be deemed expedient by Lessor. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of Lessor in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to Lessee shall not otherwise alter or affect Lessor's rights or the Liabilities. Lessor's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the Liabilities or Lessor's rights hereunder with respect to any subsequent payments or default therein.

Section 4.2. Waiver. Except as otherwise provided in this Assignment, Lessee, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease the Collateral, and any other requirements as to the time, place and terms of the sale or lease thereof, any other requirements with respect to the enforcement of Lessor's rights under this Assignment and any and all rights of redemption.

Section 4.3. Section Headings, Effect and Modification of Agreement. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Assignment.

Section 4.4. Modifications. No variation or modification of this Assignment and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of Lessor and Lessee.

Section 4.5. Notices. All notices hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to the respective addresses set forth below:

If to Lessor:

The CIT Group/Equipment Financing, Inc.
1400 Renaissance Drive, Suite 400
Park Ridge, Illinois 60068
Attention: Vice President/Credit

with a required copy to:

The CIT Group/Equipment Financing, Inc.
270 Park Avenue
New York, New York 10017
Attention: Senior Vice President/Credit

If to Lessee:

American National Bank and Trust Company
of Chicago
33 N. LaSalle Street
Chicago, Illinois 60690
Attention: Corporate Trust:

Lessee shall cause a copy of every notice or communication received from or on behalf of any of the other parties to any of the Subleases and Documents to be promptly delivered to Lessor, including, without limitation, the filing of any bankruptcy petition by or against, or the institution of any insolvency or reorganization proceeding involving, any such party.

Section 4.6. Law Governing. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of New York without regard to conflicts of laws rules; provided, however, that Lessor shall be entitled to all rights conferred by the filing, recording or deposit hereof in the appropriate office(s) pursuant to Section 11303 of the Interstate Commerce Act or in such other offices as may be appropriate in the jurisdiction in which the Equipment is operated.

Section 4.7. Counterparts. This Assignment may be executed in several counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Section 4.8. Successors and Assigns. This Assignment shall be binding upon Lessee and inure to the benefit of Lessor and its successors and assigns. Lessee may not assign or transfer its rights hereunder without the prior written consent of Lessor.

Section 4.9. Severability. The provisions of this Assignment are severable and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Assignment in any jurisdiction. Without limiting the generality of the foregoing, the parties hereto intend that the security interest and chattel mortgage created by this Assigmnent and securing the Liabilities shall be severable, and if any portion of the Liabilities shall be invalid, unenforceable or void under applicable law, then the security interest and chattel mortgage created by this Assignment shall be invalid, unenforceable or void solely to the extent of such invalidity, unenforceability or voidance of such portion of the Liabilities without rendering the remainder of the security interest and chattel mortgage created by this Assignment unenforceable, invalid or void.

4.10. Further Assurances. Lessee will, from time to time, do and perform any other act or acts and will execute, acknowledge, and deliver, and file, register, and record (and will re-file, re-register and re-record whenever required) any further instrument, including any extensions and renewals thereof, required by law or requested by Lessor in order to confirm or further assure the interests of Lessor hereunder.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized representative as of the day and year first set forth above.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee aforesaid

ATTEST:

By: R. S. H. [illegible]
Title: TRUST OFFICER

By: Brian [illegible]
Title: TRUST OFFICER

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

HELM-PACIFIC LEASING
By: Helm-Pacific Corporation

By: [illegible]
Title: President

By: Union Pacific Venture Leasing, Incorporated

By: Charles R. Eisele
Title: PRESIDENT

STATE OF Illinois)
) SS:
COUNTY OF Cook)

On this 28th day of December, 1990, before me personally appeared Brian Terwilliger, to me personally known who, being by me duly sworn, says that he is a Trust Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and that said instrument was signed on behalf of said bank 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 bank.

"OFFICIAL SEAL"
RICHARD D YANT
Notary Public, State of Illinois
My Commission Expires Dec 15, 1991

(NOTARIAL SEAL)

Notary Public

My Commission Expires: December 15, 1991

STATE OF California)
) SS:
COUNTY OF San Francisco)

On this 24th day of December, 1990, before me personally appeared Richard C. Kirchner, to me personally known who, being by me duly sworn, says that he is a President of HELM-PACIFIC CORPORATION, a California corporation, and that said instrument was signed 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.

Lynda A Herskovitz
Notary Public

(NOTARIAL SEAL)

My Commission Expires: July 16, 1993

OFFICIAL SEAL
LYNDA A HERSKOVITZ
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My comm. expires JUL 16, 1993

STATE OF Nebraska)
) SS:
COUNTY OF Douglas)

On this 26th day of December, 1990, before me personally appeared Charles R. Eisele, to me personally known who, being by me duly sworn, says that he is a President of UNION PACIFIC VENTURE LEASING, INCORPORATED, a Delaware corporation, and that said instrument was signed 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.

GENERAL NOTARY-State of Nebraska
RUTH A. HOWARD
My Comm. Exp. Nov 5, 1992

Ruth A. Howard
Notary Public

My Commission Expires: 11/5/92

List of Schedules

Schedule 1	Equipment
Schedule 2	Subleases and Documents

SCHEDULE 1

EQUIPMENT

Equipment Description	AAR Designation	Equipment Numbers	Serial Numbers
Two hundred thirty (230) 3,600 cubic foot, 100 ton, quadruple pocket open top coal hoppers built by Trinity Railcar in 1990	HT	TNM 20000-20104 DRGW 40500-40624	

SCHEDULE 2

SUBLEASES AND DOCUMENTS

1. Lease of Railroad Equipment between Helm-Pacific Leasing and Arch Mineral Corporation, assigned by Helm-Pacific Leasing to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 20, 1990.

2. Lease of Railroad Equipment between Helm-Pacific Leasing and The Denver and Rio Grande Western Railroad Company, assigned by Helm-Pacific Leasing to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated October ~~December~~ 30, 1990.

3. Lease of Railroad Equipment between Helm-Pacific Leasing and Union Pacific Railroad Company, assigned by Helm-Pacific Leasing to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 20, 1990.

4. Management Agreement between American National Bank and Trust Company of Chicago, as Trustee, and Helm Financial Corporation.

The instrument is executed by the undersigned Trustee, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee has no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.