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February 21, 1995

Recordation No. 16167-B

RECORDATION NO. 16167-B
FILED 1995
FEB 21 1995 7:11 AM
WASHINGTON STATE COMMERCE COMMISSION

Dear Mr. Williams:

On behalf of The First National Bank of Boston, I submit for filing and recording under 49 U.S.C. § 11303 and the regulations promulgated thereunder, counterparts of a secondary document, not previously recorded, entitled Full Release and Termination of Security Agreement ("Release"), dated as of October 15, 1994, which acts to terminate of record the Security Agreement under Recordation No. 16167 and should be recorded under the next available letter which we believe is -B.

The party to the above-mentioned Release is:

The First National Bank of Boston
100 Federal Street
Boston, MA 02106

- Releasing Party

The equipment covered by the enclosed Release is all equipment covered in, by and under the aforesaid Security Agreement.

A short summary to be put in the ICC Index Book as to the Release, is as follows:

"Full Release and Termination of Security Agreement recorded under 16167 as amended."

Enclosed is a check in the amount of twenty one dollars (\$21.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the letter/fee receipt from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,
Allen H. Harrison, Jr.
Allen H. Harrison, Jr.
Attorney for The First National Bank of Boston
for the purpose of this filing.

Honorable Vernon A. Williams
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures
BY HAND

8308-020

LICENSING BRANCH

95 FEB 11 12 53

AMM
END

*Counterparts
A. H. Harrison*



Interstate Commerce Commission
Washington, D.C. 20423-0001

2/21/95

Office Of The Secretary

Allen H. Harrison, Jr.,
Donelan, Cleary, Wood & Maser, PC
1100 New York Avenue, NW., Ste. 750
Washington, DC. 20005-3934

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 2/21/95 at 11:50AM, and assigned recordation number(s). 16167-B.

Sincerely yours,

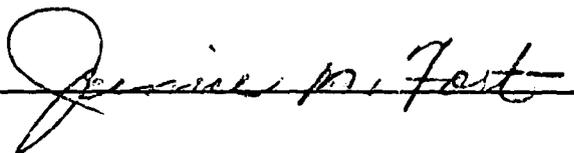

Vernon A. Williams
Secretary

Enclosure(s)

(0100530028)

\$ 21.00 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 and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



FULL RELEASE AND TERMINATION
OF
SECURITY AGREEMENT
RECORDED WITH THE INTERSTATE COMMERCE COMMISSION
UNDER RECORDATION NO. 16167

RECORDATION NO. 16167-B
FEB 21 1995 11:22 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Helm Equipment Leasing Corporation, a California corporation, as debtor, and The First National Bank of Boston, a national banking corporation, as secured party, did enter into that certain Security Agreement dated as of January 17, 1989 which was filed and recorded with the Interstate Commerce Commission ("ICC") on January 18, 1989 under Recordation No. 16167; and

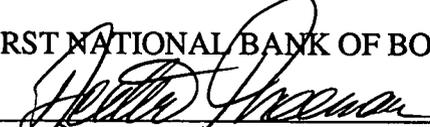
WHEREAS, by that certain First Amendment of Security Agreement entered into as of January 15, 1992 and recorded with the ICC January 24, 1992, under Recordation No. 16167-A, between Helm Equipment Leasing Corporation and The First National Bank of Boston, as agent for the benefit of itself, Union Bank and Continental Bank, N.A., Lenders, did amend the aforesaid Security Agreement; and

WHEREAS, the obligations secured by the Security Agreement have been fully satisfied and discharged.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and intending to be legally bound, The First National Bank of Boston does hereby release and terminate in *toto* the aforesaid Security Agreement and fully releases and discharges all the collateral described and covered therein and thereby.

IN WITNESS WHEREOF, The First National Bank of Boston has duly executed this FULL RELEASE AND TERMINATION OF SECURITY AGREEMENT as of this 15th day of October 1994.

THE FIRST NATIONAL BANK OF BOSTON

By: 
Name: Dexter Freeman
Title: Vice President

^{Commonwealth}
STATE OF Massachusetts)
COUNTY OF Suffolk)

SS:

On this 31st day of October, 1994 before me personally appears Dexter Freeman, to me personally known, who by me duly sworn, says that he/she is the Vice President of The First National Bank of Boston ("Bank"), that the foregoing instrument was signed on behalf of Bank by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Vicky M. Sullivan
Notary Public

[SEAL]

My Commission expires:

VICKY M. SULLIVAN
NOTARY PUBLIC
My Commission Expires Dec. 13, 1996