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16661-D  
16661-E  
#30

MANWELL & WES

ATTORNEYS AT LAW  
CITICORP CENTER

ONE SANSOME STREET  
14TH FLOOR

SAN FRANCISCO, CALIFORNIA 94104

TELEPHONE  
(415) 362-2375

TELECOPY  
(415) 362-1010

RECORDED  
16661-D  
FILED 1990

FEB 15 1990 - 12:00 PM

February 15, 1990

RECORDED  
16661-E  
FILED 1990

FEB 15 1990 - 12:00 PM

FEB 15 12:11 PM '90  
NOTICE OF FILING UNIT

INTERSTATE COMMERCE COMMISSION

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

On behalf of Helm Financial Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, four (4) executed counterparts of a document, not previously recorded, entitled Supplement to Security Agreement, executed as of February 5, 1990, and four (4) executed counterparts of a related document, not previously recorded, entitled Supplement to Assignment of Lease, executed as of February 5, 1990, each of which documents should be included as part of the filing recorded on December 21, 1989 at 2:15 p.m., Recordation No. 16661, as the next available numbers being 16661-D and 16661-E.

The executing parties to the enclosed Supplement to Security Agreement ("Security Agreement") are:

Helm Financial Corporation - Debtor  
One Embarcadero Center, Suite 3500  
San Francisco, CA 94111

Philadelphia National Bank - Secured Party  
Broad and Chestnut Streets  
Philadelphia, Pennsylvania 19101

The Security Agreement, among other things, covers the granting of a security interest by the Debtor to the Secured Party in the diesel locomotives listed on Annex A to the Security Agreement and all rights of the Debtor in the leasing thereof, to secure the payment of a loan.

The equipment covered is the locomotives listed in Schedule 1 to the Security Agreement.

The Security Agreement should be filed as a secondary document to the Memorandum of Security Agreement dated as of December 21, 1989 between Secured Party and Debtor, bearing Recordation

*Counterparts CT. Kandle*

Honorable Noretta R. McGee  
February 15, 1990  
Page 2

No. 16661 (the "Memorandum of Security Agreement"). A short summary of the Security Agreement to appear in the ICC Index is as follows:

"Covers ten (10) GP40 3,000 H.P. diesel electric locomotives, Road Numbers UP 870, 871, 878-884 and 886."

The executing party to the enclosed Supplement to Assignment of Lease ("Assignment") is:

Helm Financial Corporation - Assignor  
One Embarcadero Center, Suite 3500  
San Francisco, CA 94111

and the Assignment is executed in favor of:

Philadelphia National Bank - Assignee  
Broad and Chestnut Streets  
Philadelphia, Pennsylvania 19101

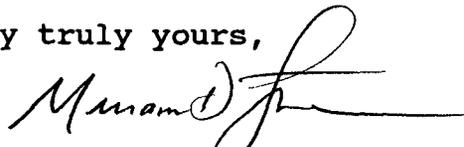
The Assignment supplements the Assignment of Lease bearing Recordation No. 16661-B to include the locomotives listed in Schedule 1 to the Assignment.

The Assignment should be filed as a secondary document to the above-referenced Memorandum of Security Agreement. A short summary of the Assignment to appear in the ICC Index is as follows:

"Supplement to Assignment of Lease relating to ten (10) GP40 3,000 H.P. diesel electric locomotives, Road Numbers UP 870, 871, 878-884 and 886."

Enclosed is a check in the amount of thirty dollars (\$30.00), in payment of the filing fee. Once the filing has been made, please return to bearer the stamped counterparts of the Security Agreement and the Assignment not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,



Miriam D. Staro

SUPPLEMENT TO SECURITY AGREEMENT

RECORDED IN 16661-D  
FEB 15 1990 - 12:20 PM  
INTERSTATE COMMERCE COMMISSION

This Supplement to Security Agreement (the "**Supplement**") is entered into as of the date set forth below between The Philadelphia National Bank, a national banking association (the "**Secured Party**") and Helm Financial Corporation, a California corporation (the "**Debtor**").

Section 1. Recitals of Fact.

Secured Party and Debtor have entered into a Security Agreement dated as of December 21, 1989 (the "**Security Agreement**"). Capitalized terms used herein which are not otherwise defined shall have the meanings given to such terms in the Security Agreement. The purpose hereof is to add certain collateral to the Collateral to secure the Secured Obligations.

Section 2. Additional Collateral.

Debtor does hereby transfer, mortgage and pledge to the Secured Party and grant to the Secured Party a security interest in the following described collateral, all of which shall be added to the Collateral and shall secure the full performance by the Debtor of the Secured Obligations:

1. Group Two Equipment as listed on Schedule 1 hereto (the "Group Two Equipment"), which Group Two Equipment is leased to the Lessee pursuant to the Lease and described in Annex A thereto, and all the Debtor's right, title and interest in the Group Two Equipment;

2. All rentals and other moneys payable under the Lease insofar as they relate to the Group Two Equipment, including proceeds from Casualty Occurrences as defined in Section 8(b) of the Lease, all the Debtor's rights, power and remedies (but none of its duties or obligations) in and under the Lease with respect to the Group Two Equipment, including, without limitation, all the Debtor's rights to give and receive any notice, consent, waiver, demand or approval under or in respect of such Lease, to exercise any election or option thereunder or in respect thereof, to accept any surrender of the Group Two Equipment, to execute and deliver any bill of sale for any such property, and to do all other things which the Debtor is entitled to do under such Lease with respect to such Group Two Equipment, and all renewals, substitutions and extensions of the Lease until the Secured Obligations are paid in full; and

3. All proceeds of any kind of the foregoing items of Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Debtor is the loss payee thereof),

or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

Section 3. Supplement to Assignment of Lease.

In furtherance of the foregoing, Debtor shall execute a Supplement to Assignment of Lease dated the date hereof, pursuant to which Debtor shall assign to Secured Party all rights to payments and other rights and remedies under the Lease which payments, rights and remedies relate to the Group Two Equipment, as more specifically set forth in the Supplement to Assignment of Lease.

Section 4. Miscellaneous.

(a) Except as specifically supplemented here, the Security Agreement remains in full force and effect.

(b) This Supplement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

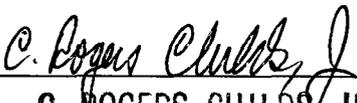
IN WITNESS WHEREOF, Secured Party and Debtor have caused this Supplement to be executed by their duly authorized officers as of the 5th day of February, 1990.

HELM FINANCIAL CORPORATION

By: 

Title: President

THE PHILADELPHIA NATIONAL BANK

By: 

Title: C. ROGERS CHILDS, JR.  
VICE PRESIDENT

STATE OF CALIFORNIA )  
 ) S  
COUNTY OF SAN FRANCISCO )

On this 5<sup>th</sup> day of FEBRUARY, 1990, before me personally appeared RICHARD C. KIRCHNER, to me personally known, who, being by me duly sworn, says that he is PRESIDENT of HELM FINANCIAL CORPORATION, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynda A. Herskovitz  
Notary Public

My Commission Expires: July 16, 1993

[Notarial Seal]



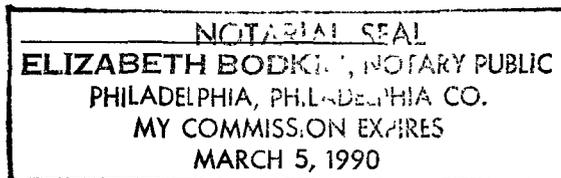
STATE OF Georgia )  
 ) S  
COUNTY OF Chick )

On this 7<sup>th</sup> day of February, 1990, before me personally appeared C. Roger Childs Jr. to me personally known, who, being by me duly sworn, says that he is Vice Pres. of Chickasaw Nat'l Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elizabeth Bodkin  
Notary Public

My Commission Expires:

[Notarial Seal]



**SCHEDULE 1**

to

A Supplement to Security Agreement dated as of February 5, 1990 between Helm Financial Corporation, as Debtor and The Philadelphia National Bank, as Secured Party.

<u>Equipment Description</u>	<u>Number of Units</u>	<u>Equipment Numbers</u>
General Motors EMD, 3,000 H.P. GP40 Locomotives	10	UP 870, 871, 878-884 & 886