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ALLEN H. HARRISON, JR.
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RECORDATION NO

FILED DATE

JAN 24 1992 - 10 10 AM

January 24, 1992 STATE COMMERCE COMMISSION

\$16.00 filing fee

Recordation No. 16168

Dear Mr. Strickland:

On behalf of The First National Bank of Boston, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled First Amendment of Security Agreement ("Amendment").

The parties ("Parties") to the enclosed Amendment are:

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

The First National Bank of Boston - Secured Party
100 Federal Street, 01-15
Boston, Massachusetts 02110

The said Amendment, among other things, amends certain provisions of the Security Agreement between the Parties dated January 17, 1989, and recorded with the Interstate Commerce Commission January 18, 1989 under Recordation No. 16168, and should be recorded under the next available letter which we believe is BB.

The equipment covered by the Amendment is the equipment covered by the aforesaid Security Agreement.

A short summary of the Amendment to appear in the ICC Index is as follows:

"Amends the Security Agreement, no change in units covered."

Enclosed is a check in the amount of sixteen dollars (\$16.00) in payment of the filing fee.

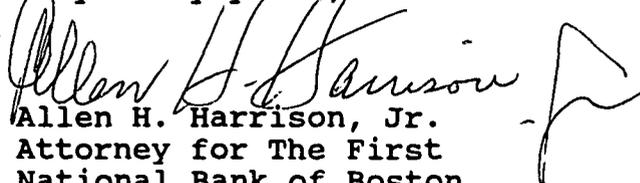
*This one is
16168-BB*

Allen H. Harrison

JAN 24 10 03 AM '92
MOTOR OFFICE
FILING UNIT

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

Very truly yours,


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

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20231

Enclosures

AHH/iw

BY HAND

FIRST AMENDMENT OF SECURITY AGREEMENT

16168-133
JAN 24 1992 -10 10 AM
INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT (this "Amendment") is entered into as of the 15th day of January, 1992, between HELM FINANCIAL CORPORATION, a California corporation (the "Company"), and THE FIRST NATIONAL BANK OF BOSTON, as agent (the "Agent"), for the benefit of THE FIRST NATIONAL BANK OF BOSTON, a national banking association ("FNBB"), UNION BANK, a California chartered bank ("Union"), CONTINENTAL BANK N.A., a national banking association ("Continental") (FNBB, Union and Continental are together referred to as the "Lenders").

Reference is made to the Security Agreement dated as of January 17, 1989 (the "Security Agreement"), from the Company to the Agent, which Security Agreement grants to the Agent a security interest in certain personal property of the Company (the "Property") and was recorded with the Interstate Commerce Commission on January 18, 1989 at 10:55 a.m. with Recordation Number 16168.

W I T N E S S E T H:

WHEREAS, the Security Agreement was given by the Company to FNBB as security for, among other obligations, the obligations of Company and others with respect to the loans made by FNBB under a Credit Agreement dated as of January 17, 1989 (the "Initial Credit Agreement"); and

WHEREAS, FNBB sold participations in certain amounts of the indebtedness of the Company under the Initial Credit Agreement to Union and Continental pursuant to separate participation agreements; and

WHEREAS, the Company, HELM EQUIPMENT LEASING CORPORATION, a California corporation ("Helm Equipment"), HELM HOLDING CORPORATION, a California corporation ("Helm Holding") and HELM PACIFIC CORPORATION, a California corporation ("Helm Pacific"), have entered into a new Credit Agreement with the Agent and the Lenders dated as of the date hereof (the "Credit Agreement") in replacement of the Initial Credit Agreement to, among other things, (a) provide for the continuation of the loans that FNBB made to the Company pursuant to the Initial Credit Agreement and to increase the maximum amount of the loans that shall be available thereunder, to be allocated among the Lenders as provided therein, (b) provide for the making of the loans thereunder by each of FNBB, Union and Continental directly to the Company and (c) appoint FNBB to act as the Agent for the Lenders in connection with the transactions contemplated by the Credit Agreement; and

WHEREAS, the Company and the Agent wish to amend the Security Agreement to, among other things, provide that the security interests granted thereunder shall be held by the Agent for the benefit of the Lenders and shall continue, without release or interruption of perfection or priority, to secure the obligations of the Company and the Guarantors to the Lenders and the Agent under the Credit Agreement and the other Loan Documents;

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

1. All capitalized terms that are used in this Amendment without definition and are defined in the Credit Agreement shall have the same meanings herein as in the Credit Agreement.

2. All references in the Security Agreement to the "Bank" are amended to refer instead to the Agent.

3. §1 of the Security Agreement is hereby amended by deleting the second line thereof and replacing it with the following:

"pledges, assigns, mortgages and grants to the Agent, for the benefit of the Lenders, a continuing security"

4. §1 of the Security Agreement is hereby further amended by deleting paragraph (b) thereof and replacing it with the following:

"(b) all of the right, title and interest of the Company in, to and under each lease or other agreement by which Railroad Equipment or any other assets of the Company are or shall be leased to others, whether now or hereafter in effect (the "Leases"), and each conditional sales agreement or other agreement by which Railroad Equipment or any other assets of the Company are or shall be conveyed to others pursuant to an arrangement involving periodic payments and a possible, subsequent transfer of title to such Railroad Equipment, whether now or hereafter in effect (the "Conditional Sales Agreements") including without limitation all right, title and interest of the Company in and to all rents, issues, profits, revenues and other income or periodic payments

arising from each Lease and Conditional Sales Agreement and other monies due and to become due to the Company under each Lease and Conditional Sales Agreement, all proceeds of and all claims for damages arising out of the breach of each Lease and Conditional Sales Agreement, the right of the Company to terminate each Lease and Conditional Sales Agreement and to compel performance of the terms and provisions thereof, and all chattel paper, contracts, instruments and other documents evidencing each Lease and Conditional Sales Agreement or any monies due or to become due thereunder or related thereto;"

5. §1 of the Security Agreement is hereby further amended by deleting paragraph (e) thereof and replacing it with the following:

"(e) all security and other interests, whether assigned or otherwise, held by the Company in Leases, Conditional Sales Agreements or other properties of any other person or entity;"

6. §2 of the Security Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"§2. OBLIGATIONS SECURED. The Collateral hereunder constitutes and will constitute continuing security for all the obligations of the Company, Helm Equipment, Helm Holding and Helm Pacific to the Agent and the Lenders or any holder of any of the obligations comprising the Obligations (as defined below), now existing or hereafter arising, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, under the Credit Agreement and under the Notes and the other Loan Documents, in each case as such instrument is originally executed or as modified, amended, supplemented or extended, and all obligations of the Company, Helm Equipment, Helm Holding and Helm Pacific to the Agent and the Lenders arising out of any extension, refinancing or refunding of any of the foregoing obligations (all of the foregoing are hereinafter collectively referred to as the "Obligations")."

7. §3 of the Security Agreement is hereby amended by deleting the last four lines thereof and replacing them with the following:

"(b) second to the Obligations other than Obligations with respect to Interest Rate Protection Products, and (c) third to Obligations with respect to Interest Rate Protection Products. Subject to the foregoing priorities, amounts applied to the payment of the Obligations shall be applied first to interest and fees due with respect to such Obligations and then to the principal amounts of such Obligations, pro rata among the Lenders in accordance with §2.4.7 of the Credit Agreement."

8. §5 of the Security Agreement is hereby amended by deleting paragraph (a) thereof and replacing it with the following:

"(a) On the date hereof, the Company has delivered to the Agent certain payment directives executed by the Company in blank in the form of Exhibit A (the "Payment Directives"). The Company will, from time to time at the request of the Agent, execute and deliver to the Agent additional Payment Directives so that the number of Payment Directives held by the Agent shall at all times at least equal the number of Leases and Conditional Sales Agreements then in effect (or, if greater, the number of parties other than the Company to any such Leases and Conditional Sales Agreements). The Payment Directives will be maintained in the custody of the Agent and shall be sent by the Agent to any lessees under the Leases and vendees under the Conditional Sales Agreements only under the circumstances described in §7(c)."

9. §6 of the Security Agreement is hereby amended by changing the reference to "Lease Directives" in line 10 of paragraph (a) thereof to "Payment Directives", and by inserting on line 24 of said paragraph (a), immediately after the semicolon: "(v)".

10. §7 of the Security Agreement is hereby amended by deleting the entire text of said section from and after paragraph (c) thereof and replacing it with the following:

"(c) Notification to Lessees and Vendees. (i) Upon demand by the Agent, the Company will specifically authorize and direct the lessee under each Lease and the vendee under each Conditional Sales Agreement to make payment of all

monies due and to become due under or arising out of such Lease or Conditional Sales Agreement directly to the Agent (and the Company hereby specifically authorizes the Agent upon such occurrence to send to any or all such lessees and vendees a Payment Directive or other notification so directing such payments). Upon such demand, the Company, on its behalf, irrevocably authorizes and empowers the Agent to ask, demand, receive, receipt and give acquittance for any and all amounts which may be or become due or payable or remain unpaid to the Company by such lessee or vendee at any time or times under or arising out of its respective Lease or Conditional Sales Agreement; to endorse any checks, drafts or other orders for the payment of money payable to the Company in payment therefor, and in the Agent's discretion to file any claims or take any action or proceedings either in its own name or in the name of the Company or otherwise, which the Agent may deem to be necessary or advisable so long as any of the Obligations remains unsatisfied.

(ii) It is expressly agreed by the Company that, anything herein to the contrary notwithstanding, the Company shall remain liable under each Lease and Conditional Sales Agreement to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Agent shall have no obligation or liability under any Lease or Conditional Sales Agreement by reason of or arising out of this Agreement or the assignment of any Lease or Conditional Sales Agreement to the Agent or the receipt by the Agent of any payment relating to such Lease or Conditional Sales Agreement pursuant hereto, nor shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Company under or pursuant to any Lease or Conditional Sales Agreement, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any performance by any party under such Lease or Conditional Sales Agreement, or to present or file any claim, or to take any action to enforce the observance of any obligations of any party to such Lease or Conditional Sales Agreement.

(d) Lessee's and Vendee's Quiet Enjoyment. Notwithstanding the foregoing, the Agent recognizes the right of the lessee under each Lease and the vendee under each Conditional Sales Agreement to the quiet enjoyment of the Railroad Equipment that is subject to such Lease or Conditional Sales Agreement so long as such lessee or vendee is not in default under its

Lease or Conditional Sales Agreement, and the Agent agrees that in pursuing its remedies under this §7, it will not interfere with such quiet enjoyment so long as no such Lease or Conditional Sales Agreement default exists."

11. Section 16 of the Security Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"SECTION 16. NOTICES.

Except as otherwise specified herein, all notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand, sent by overnight express courier service or mailed by first-class mail, postage prepaid, addressed as follows:

If to the Agent: The First National Bank of Boston
 Transportation Division 01-15-02
 100 Federal Street
 Boston, Massachusetts 02110
 Attention: Joseph F. McKenney
 Assistant Vice President
 FAX: (617) 434-1955

With a copy to: Day, Berry & Howard
 260 Franklin Street
 Boston, Massachusetts 02110-3109
 Attention: William A. Hunter, Esq.
 FAX: (617) 439-4453

If to the Company: Helm Financial Corporation
 One Embarcadero Center, Suite 3500
 San Francisco, California 94111
 Attention: Richard C. Kirchner
 President
 FAX: (415) 398-4816

With a copy to: Manwell & Milton
 101 California Street
 Suite 3750
 San Francisco, California 94111
 Attention: Carolyn Owens Vogt, Esq.
 FAX: (415) 362-1010

Any notice so addressed and mailed by registered or certified mail shall be deemed to have been given when mailed."

12. Exhibit A of the Security Agreement is hereby amended by deleting it in its entirety and replacing it with the form of Notice to Lessee or Vendee that is appended as Exhibit A to this Amendment.

13. Except as specifically provided in this Amendment, all of the terms and conditions of the Security Agreement shall remain in full force and effect, and nothing contained herein or in any agreement or instrument executed and delivered in connection herewith shall in any way interrupt, impair or release the continued perfection and priority of the lien and security interest initially granted to FNBB under the Security Agreement and continued in favor of the Agent, for the benefit of the Lenders, pursuant to this Amendment.

14. This Amendment may be executed in two or more counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which shall constitute one instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, this Amendment has been executed as a sealed instrument by the authorized officers of the parties as of the day and year first above written.

HELM FINANCIAL CORPORATION

By: _____
Name:
Title:

THE FIRST NATIONAL BANK OF BOSTON,
as Agent

By: _____
Name:
Title:

STATE OF CALIFORNIA

County of San Francisco ss.

On this ____ day of January, 1992, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of HELM FINANCIAL CORPORATION, a California corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this ____ day of January, 1992, before me personally appeared _____, _____ of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, who, being by me duly sworn, acknowledged said instrument to be his/her free act and deed and the free act and deed of said bank.

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

Notary Public
My commission expires:

Exhibit A

NOTICE TO LESSEE OR VENDEE

HELM FINANCIAL CORPORATION, as lessor under the lease agreement (the "Lease") or vendor under the Conditional Sales Agreement (the "Conditional Sales Agreement") dated _____, 19__ between Helm Financial Corporation and _____ (the "Lessee" or "Vendee"), hereby notifies Lessee or Vendee of the assignment to THE FIRST NATIONAL BANK OF BOSTON of said Lease or Conditional Sales Agreement and the rentals or other amounts payable thereunder, or the portion thereof related to the railway equipment listed on the schedule attached hereto.

You are hereby directed to pay to THE FIRST NATIONAL BANK OF BOSTON, 100 Federal Street, Boston, Massachusetts 02110, Attention: Transportation Division 01-15-02 (Helm), or as it may direct, all rentals or other sums now or hereafter payable to us under said Lease or Conditional Sales Agreement.

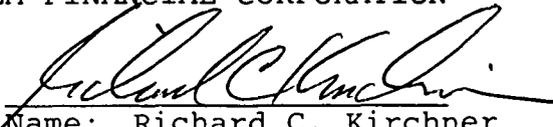
HELM FINANCIAL CORPORATION

Date: _____

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Amendment has been executed as a sealed instrument by the authorized officers of the parties as of the day and year first above written.

HELM FINANCIAL CORPORATION

By: 
Name: Richard C. Kirchner
Title: President

THE FIRST NATIONAL BANK OF BOSTON,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Amendment has been executed as a sealed instrument by the authorized officers of the parties as of the day and year first above written.

HELM FINANCIAL CORPORATION

By: _____
Name:
Title:

THE FIRST NATIONAL BANK OF BOSTON,
as Agent

By: Joseph F. McKenney
Name: Joseph F. McKenney
Title: Asst. Vice President

STATE OF CALIFORNIA

County of San Francisco ss.

On this 17th day of January, 1992, before me personally appeared Richard C. Kirchner, to me personally known, who being by me duly sworn, says that he is the President of HELM FINANCIAL CORPORATION, a California corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.



La Ronda A. Gaines

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this ____ day of January, 1992, before me personally appeared _____, _____ of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, who, being by me duly sworn, acknowledged said instrument to be his/her free act and deed and the free act and deed of said bank.

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

Notary Public
My commission expires:

STATE OF CALIFORNIA

County of San Francisco ss.

On this ____ day of January, 1992, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of HELM FINANCIAL CORPORATION, a California corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

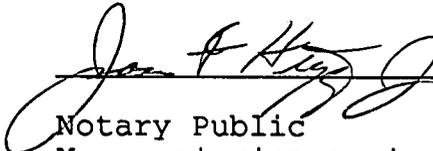
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 15 day of January, 1992, before me personally appeared Joseph F. McKenney, Assistant Vice President of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, who, being by me duly sworn, acknowledged said instrument to be his/her free act and deed and the free act and deed of said bank.

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



Notary Public
My commission expires:

JAMES F. HIGGINS JR.
Notary Public
My Commission Expires Mar. 28, 1997

Exhibit A

NOTICE TO LESSEE OR VENDEE

HELM FINANCIAL CORPORATION, as lessor under the lease agreement (the "Lease") or vendor under the Conditional Sales Agreement (the "Conditional Sales Agreement") dated _____, 19__ between Helm Financial Corporation and _____ (the "Lessee" or "Vendee"), hereby notifies Lessee or Vendee of the assignment to THE FIRST NATIONAL BANK OF BOSTON of said Lease or Conditional Sales Agreement and the rentals or other amounts payable thereunder, or the portion thereof related to the railway equipment listed on the schedule attached hereto.

You are hereby directed to pay to THE FIRST NATIONAL BANK OF BOSTON, 100 Federal Street, Boston, Massachusetts 02110, Attention: Transportation Division 01-15-02 (Helm), or as it may direct, all rentals or other sums now or hereafter payable to us under said Lease or Conditional Sales Agreement.

HELM FINANCIAL CORPORATION

Date: _____

By: _____
Name: Richard C. Kirchner
Title: President