RECORDATION NO. 23834-B FILED

SEP 10 '02 10-47 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 9, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) copies of an Assignment and Assumption Agreement, dated as of September 5, 2002, a secondary document as defined in the Board's Rule for the Recordation of Documents.

The enclosed document relates to Schedules No. 1 and No. 2 to Master Lease Agreement previously filed with the Board under Recordation Number 23834.

The names and addresses of the parties to the enclosed document are:

Assignor: Helm Financial Corporation
One Embarcadero Center
San Francisco, CA 94111

Assignee: Helm - Pacific Leasing
One Embarcadero Center
San Francisco, CA 94111

A description of the railroad equipment covered by the enclosed schedule is:

510 coal hopper Railcars within the series:

HLMX 601 – HLMX 723
HLMX 75005 – 75150
HLMX 78001 – 78222
HLMX 80001 – 80455
HLMX 81001 – 81485
HLMX 84001 – 84162
HLMX 197807 - 197954

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

Assignment and Assumption Agreement

Also enclosed is a check in the amount of $30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/anr
Enclosures

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (**"Assignment"**) is dated September 5, 2002, by and between **HELM FINANCIAL CORPORATION**, a California corporation (**"Assignor"**) and **HELM-PACIFIC LEASING**, a Nebraska general partnership (**"Assignee"**).

R E C I T A L S

WHEREAS, pursuant to the terms and conditions of that certain Agreement of Purchase and Sale dated as of September 3, 2002, between Assignor and Assignee (**"Agreement"**) the Assignor desires to assign to Assignee all of its rights and obligations under Schedule No. 1 dated as of April 13, 2000 between Assignor as lessor and CEMEX Mexico, S.A. de C.V. as lessee (**"Lessee"**) and under Schedule No. 2 dated as of July 15, 2001, between Assignor and Lessee (collectively, the **"Schedules"**), both pertaining to the railcars described on Annex A hereto; and

WHEREAS, pursuant to the terms and conditions of the Agreement, Assignor desires to partially assign the Master Lease dated April 13, 2000, between Assignor and Lessee with respect to the Units and the Schedules (**"Master Lease"**).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Assignor hereby forever and irrevocably assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Schedules and for the Master Lease only with respect to the Units and the Schedules, subject to no liens, security interests or other encumbrances; provided, however, that Assignor retains and does not assign to Assignee, the following rights: (a) the right to payment of (i) all rents and all other amounts (including, without limitation, Settlement Value payments) due and payable under the Schedules for all rental periods on or prior to September 5, 2002, or at such other closing date as the parties hereto shall agree, subject to the terms and conditions hereof (**"Closing Date"**), and (ii) the right to the payment of indemnities and liability insurance proceeds which are now or hereafter payable to the Assignor for its own account under the Schedules and the Lease, in respect of any claims against the Assignor relating to periods ending on or prior to the Closing Date, and (b) the right to enforce payment of the amounts referred to in the foregoing clause (a) of this paragraph without cost or expense to the Assignee.

2. **Assumption.** Assignee hereby assumes and agrees to fully and timely perform all of the obligations and liabilities of the Lessor under the Schedules and for the Master Lease only with respect to the Units and the Schedules, to the extent such obligations and liabilities first accrue and arise after the Closing Date and pertain to time periods after the Closing Date; provided, however, that Assignee does not assume any obligations or liabilities under the Schedules or the Master Lease regarding any other items of rail equipment except with respect to the Units purchased under the Agreement.

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3. **Further Assurances**. At the request of Assignee and without further consideration, the Assignor shall execute and deliver such additional instruments of transfer and will take such other action as Assignee may reasonably request in order to more effectively carry out the transactions contemplated in this Assignment.

4. **Counterparts.** This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. **Binding Effect.** This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. **Governing Law**. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties pursuant to due authority have executed this Assignment through their authorized representatives as of the date first above written.

ASSIGNOR

HELM FINANCIAL CORPORATION

By: _____
Name: John F. Dains
Title: President & Chief Operating Officer

ASSIGNEE

HELM-PACIFIC LEASING

By: Helm Pacific Corporation, a General Partner

By: _____
Name: David R. Eckles
Title: Chairman & Chief Executive Officer

By: Union Pacific Venture Leasing, Incorporated, a General Partner

By: _____
Name: Joseph E. O'Connor, Jr.
Title: President

STATE OF CALIFORNIA)
) **S.S.**
COUNTY OF SAN FRANCISCO)

On September 3, 2002 before me, Matthew M. Ogburn, personally appeared John F. Dains, President & Chief Operating Officer of **HELM FINANCIAL CORPORATION**,

_X_ personally known to me **-OR-**

___ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Matthew M. Ogburn
SIGNATURE OF THE NOTARY

[Notarial Seal]

MATTHEW M. OGBURN
Commission # 1233959
Notary Public - California
San Francisco County
My Comm. Expires Sep 4, 2003

STATE OF CALIFORNIA)
) **S.S.**
COUNTY OF SAN FRANCISCO)

On September 3, 2002 before me, Matthew M. Ogburn, personally appeared David R. Eckles, Chairman & Chief Executive Officer of **HELM PACIFIC CORPORATION**,

_X_ personally known to me **-OR-**

___ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Matthew M. Ogburn
SIGNATURE OF THE NOTARY

[Notarial Seal]

MATTHEW M. OGBURN
Commission # 1233959
Notary Public - California
San Francisco County
My Comm. Expires Sep 4, 2003

STATE OF NEBRASKA)
) **S.S.**
COUNTY OF DOUGLAS)

On September 5, 2002 before me, Sheryl L. Alvey, personally appeared Joseph E. O'Connor, Jr., President of **UNION PACIFIC VENTURE LEASING, INCORPORATED**,

✓ personally known to me **-OR-**

___ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Sheryl L. Alvey
SIGNATURE OF THE NOTARY

[Notarial Seal]

GENERAL NOTARY-State of Nebraska
SHERYL L ALVEY
My Comm. Exp. Oct. 28, 2002

ANNEX A

TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT

Unit Description:

Five Hundred Ten (510), 3,800 - 4,000 cubic foot 100-ton capacity, four or five pocket, steel rapid discharge coal hopper railcars with 45 degree stainless steel slope sheets and electro-pneumatically controlled hopper doors; built by Ortner Freight Car in 1971, 1975, 1977, 1980, 1981 and Greenville Steel Car in 1984.

Unit Mark and Numbers:

See attached spreadsheet

ANNEX A

To the ASSIGNMENT AND ASSUMTION AGREEMENT dated September 5, 2002, by and between HELM FINANCIAL CORPORATION, a California corporation and HELM-PACIFIC LEASING, a Nebraska general partnership.

THE UNITS:

Equipment Description:

Five hundred ten (510), 3800-4000 cubic foot, 100-ton capacity, four or five-pocket, steel rapid discharge coal hopper railcars with 45 degree stainless steel slope sheets and electro-pneumatically controlled hopper doors; built by Ortner Freight Car in 1971, 1975, 1977, 1978, 1980, 1981 or Greenville Steel Car in1984.

	Initial	Number	Delivery Date		Initial	Number	Delivery Date		Initial	Number	Delivery Date
1	HLMX	601	06/06/00	33	HLMX	636	06/26/00	65	HLMX	668	06/26/00
2	HLMX	602	07/10/00	34	HLMX	637	05/26/00	66	HLMX	669	05/15/00
3	HLMX	603	06/06/00	35	HLMX	638	05/15/00	67	HLMX	670	05/15/00
4	HLMX	605	07/10/00	36	HLMX	639	06/06/00	68	HLMX	671	04/19/00
5	HLMX	606	07/10/00	37	HLMX	640	05/15/00	69	HLMX	672	04/19/00
6	HLMX	607	07/10/00	38	HLMX	641	04/19/00	70	HLMX	673	06/30/00
7	HLMX	608	05/17/00	39	HLMX	642	07/10/00	71	HLMX	674	06/06/00
8	HLMX	609	05/15/00	40	HLMX	643	05/16/00	72	HLMX	675	05/16/00
9	HLMX	610	05/26/00	41	HLMX	644	06/26/00	73	HLMX	676	05/17/00
10	HLMX	611	07/10/00	42	HLMX	645	05/15/00	74	HLMX	677	04/19/00
11	***HLMX**	**612**	04/19/00	43	HLMX	646	06/26/00	75	HLMX	678	05/26/00
12	HLMX	613	06/30/00	44	HLMX	647	05/16/00	76	HLMX	679	05/17/00
13	HLMX	614	06/26/00	45	HLMX	648	07/10/00	77	HLMX	680	04/19/00
14	HLMX	615	05/26/00	46	HLMX	649	06/26/00	78	HLMX	681	04/19/00
15	HLMX	616	06/26/00	47	HLMX	650	05/17/00	79	HLMX	682	04/19/00
16	HLMX	618	05/26/00	48	HLMX	651	04/19/00	80	HLMX	683	07/10/00
17	HLMX	619	05/26/00	49	HLMX	652	06/19/00	81	HLMX	684	06/30/00
18	HLMX	620	06/26/00	50	HLMX	653	05/16/00	82	HLMX	685	06/19/00
19	HLMX	621	05/17/00	51	HLMX	654	05/26/00	83	HLMX	686	07/10/00
20	HLMX	622	04/19/00	52	HLMX	655	07/10/00	84	HLMX	688	04/19/00
21	HLMX	623	05/16/00	53	HLMX	656	06/30/00	85	HLMX	690	05/26/00
22	HLMX	624	06/30/00	54	HLMX	657	06/30/00	86	HLMX	691	06/06/00
23	HLMX	625	06/30/00	55	HLMX	658	04/19/00	87	HLMX	696	05/26/00
24	HLMX	626	06/06/00	56	HLMX	659	04/19/00	88	HLMX	697	06/30/00
25	HLMX	627	07/10/00	57	HLMX	660	04/19/00	89	HLMX	698	05/15/00
26	HLMX	629	04/19/00	58	HLMX	661	06/30/00	90	HLMX	699	07/10/00
27	HLMX	630	06/30/00	59	HLMX	662	05/16/00	91	HLMX	704	06/30/00
28	HLMX	631	06/06/00	60	HLMX	663	06/19/00	92	HLMX	705	06/26/00
29	HLMX	632	06/30/00	61	HLMX	664	06/30/00	93	HLMX	708	05/16/00
30	HLMX	633	05/17/00	62	HLMX	665	05/26/00	94	HLMX	712	05/26/00
31	HLMX	634	07/10/00	63	HLMX	666	04/19/00	95	HLMX	714	05/15/00
32	HLMX	635	07/10/00	64	HLMX	667	05/15/00	96	HLMX	715	04/19/00

	Initial	Number	Delivery Date		Initial	Number	Delivery Date		Initial	Number	Delivery Date
97	HLMX	716	05/26/00	143	HLMX	78071	04/18/00	189	HLMX	80005	04/13/00
98	HLMX	718	06/26/00	144	HLMX	78073	07/28/00	190	HLMX	80006	04/18/00
99	HLMX	719	05/16/00	145	HLMX	78082	07/31/00	191	HLMX	80007	06/07/00
100	HLMX	721	06/30/00	146	HLMX	78087	04/18/00	192	HLMX	80008	07/10/00
101	HLMX	723	05/17/00	147	HLMX	78090	06/13/00	193	HLMX	80009	06/30/00
102	HLMX	75004	02/09/01	148	***HLMX**	**78093**	04/26/00	194	HLMX	80012	04/18/00
103	****HLMX**	**75005**	11/08/02	149	HLMX	78094	04/24/00	195	HLMX	80015	09/12/00
104	****HLMX**	**75010**	11/08/02	150	HLMX	78098	08/30/00	196	HLMX	80016	04/19/00
105	HLMX	75041	04/24/00	151	HLMX	78099	04/26/00	197	HLMX	80017	04/13/00
106	HLMX	75054	05/24/01	152	HLMX	78102	06/13/00	198	HLMX	80019	04/18/00
107	HLMX	75058	10/25/00	153	HLMX	78105	04/20/00	199	HLMX	80239	04/13/00
108	HLMX	75079	04/18/00	154	HLMX	78111	05/16/00	200	HLMX	80243	07/31/00
109	HLMX	75089	05/24/01	155	HLMX	78116	07/31/00	201	HLMX	80247	07/28/00
110	HLMX	75096	04/13/00	156	HLMX	78118	07/28/00	202	HLMX	80248	04/14/00
111	HLMX	75134	02/09/01	157	HLMX	78120	07/10/00	203	HLMX	80252	04/13/00
112	HLMX	78001	07/31/00	158	HLMX	78122	04/14/00	204	HLMX	80256	04/13/00
113	HLMX	78002	06/13/00	159	HLMX	78123	04/18/00	205	HLMX	80263	04/25/00
114	HLMX	78003	04/24/00	160	***HLMX**	**78127**	04/18/00	206	HLMX	80264	04/24/00
115	HLMX	78008	04/14/00	161	HLMX	78137	07/31/00	207	HLMX	80265	09/12/00
116	HLMX	78009	06/30/00	162	HLMX	78144	07/31/00	208	HLMX	80266	04/14/00
117	HLMX	78012	07/28/00	163	HLMX	78145	06/13/00	209	HLMX	80276	04/18/00
118	HLMX	78015	07/28/00	164	HLMX	78146	04/26/00	210	HLMX	80285	04/25/00
119	HLMX	78017	07/31/00	165	HLMX	78150	06/19/00	211	HLMX	80290	04/18/00
120	HLMX	78018	07/31/00	166	HLMX	78153	04/20/00	212	HLMX	80292	06/30/00
121	HLMX	78022	07/31/00	167	HLMX	78164	09/12/00	213	HLMX	80295	06/19/00
122	HLMX	78023	04/26/00	168	HLMX	78167	04/13/00	214	HLMX	80307	07/10/00
123	HLMX	78027	04/24/00	169	HLMX	78170	07/31/00	215	HLMX	80309	04/13/00
124	HLMX	78028	04/14/00	170	HLMX	78171	07/31/00	216	HLMX	80310	04/24/00
125	HLMX	78029	04/20/00	171	HLMX	78173	04/26/00	217	HLMX	80312	07/31/00
126	HLMX	78030	07/31/00	172	HLMX	78180	07/31/00	218	HLMX	80313	04/13/00
127	HLMX	78032	04/14/00	173	HLMX	78189	07/31/00	219	HLMX	80314	04/14/00
128	HLMX	78033	07/28/00	174	***HLMX**	**78195**	04/24/00	220	HLMX	80317	04/26/00
129	HLMX	78034	04/20/00	175	HLMX	78197	07/31/00	221	HLMX	80320	04/14/00
130	HLMX	78036	07/31/00	176	HLMX	78198	04/24/00	222	HLMX	80321	06/07/00
131	HLMX	78037	07/31/00	177	HLMX	78199	07/31/00	223	HLMX	80323	04/14/00
132	HLMX	78040	06/26/00	178	HLMX	78200	07/31/00	224	HLMX	80324	04/13/00
133	HLMX	78041	06/22/00	179	HLMX	78203	04/14/00	225	HLMX	80329	04/14/00
134	HLMX	78043	04/19/00	180	HLMX	78204	07/31/00	226	HLMX	80331	04/20/00
135	HLMX	78044	06/07/00	181	HLMX	78208	07/31/00	227	HLMX	80334	06/07/00
136	HLMX	78045	07/31/00	182	HLMX	78211	04/24/00	228	HLMX	80336	04/19/00
137	HLMX	78049	04/14/00	183	HLMX	78214	06/22/00	229	HLMX	80339	04/13/00
138	HLMX	78051	06/19/00	184	HLMX	78219	04/20/00	230	HLMX	80344	04/14/00
139	HLMX	78052	04/24/00	185	HLMX	78221	04/20/00	231	HLMX	80346	04/20/00
140	***HLMX**	**78055**	04/14/00	186	HLMX	78222	07/31/00	232	HLMX	80348	04/24/00
141	HLMX	78061	07/31/00	187	HLMX	80001	05/17/01	233	HLMX	80353	04/20/00
142	HLMX	78062	05/16/00	188	HLMX	80003	09/12/00	234	HLMX	80355	04/20/00

	Initial	Number	Delivery Date		Initial	Number	Delivery Date		Initial	Number	Delivery Date
235	HLMX	80357	04/24/00	279	HLMX	81055	06/30/00	323	HLMX	84043	06/22/00
236	HLMX	80358	02/09/01	280	HLMX	81058	06/22/00	324	HLMX	84044	07/28/00
237	HLMX	80359	04/26/00	281	***HLMX**	**81065**	04/24/00	325	HLMX	84045	04/25/00
238	HLMX	80360	04/13/00	282	HLMX	81067	04/20/00	326	HLMX	84046	07/31/00
239	***HLMX**	**80361**	04/18/00	283	HLMX	81069	06/13/00	327	HLMX	84047	07/31/00
240	HLMX	80366	04/14/00	284	HLMX	81071	03/21/01	328	HLMX	84049	07/17/00
241	HLMX	80370	04/13/00	285	HLMX	81072	06/13/00	329	HLMX	84051	07/31/00
242	HLMX	80378	04/14/00	286	HLMX	81073	09/12/00	330	HLMX	84052	06/06/00
243	HLMX	80379	06/22/00	287	HLMX	81074	08/30/00	331	HLMX	84054	04/18/00
244	HLMX	80382	07/10/00	288	HLMX	81075	06/07/00	332	***HLMX**	**84055**	07/31/00
245	HLMX	80383	04/13/00	289	HLMX	81078	05/17/01	333	HLMX	84056	04/18/00
246	HLMX	80410	04/20/00	290	HLMX	81079	06/07/00	334	HLMX	84057	07/31/00
247	HLMX	80413	04/13/00	291	HLMX	81463	04/26/00	335	HLMX	84058	07/17/00
248	HLMX	80415	04/25/00	292	HLMX	81467	04/20/00	336	HLMX	84059	07/17/00
249	HLMX	80417	04/24/00	293	HLMX	81484	06/19/00	337	HLMX	84060	07/31/00
250	HLMX	80421	04/25/00	294	HLMX	81485	04/24/00	338	HLMX	84061	07/31/00
251	HLMX	80435	06/22/00	295	HLMX	84001	07/10/00	339	HLMX	84062	04/18/00
252	HLMX	80439	04/25/00	296	HLMX	84002	04/20/00	340	HLMX	84063	04/14/00
253	***HLMX**	**80453**	04/13/00	297	HLMX	84003	06/19/00	341	HLMX	84064	05/15/00
254	HLMX	80455	04/14/00	298	HLMX	84004	07/31/00	342	HLMX	84066	07/17/00
255	HLMX	81001	06/19/00	299	HLMX	84006	06/06/00	343	HLMX	84067	07/17/00
256	HLMX	81002	06/30/00	300	HLMX	84007	07/17/00	344	HLMX	84069	07/31/00
257	HLMX	81005	04/20/00	301	HLMX	84008	08/30/00	345	HLMX	84071	04/13/00
258	HLMX	81010	04/18/00	302	HLMX	84010	07/28/00	346	HLMX	84073	04/24/00
259	HLMX	81012	04/13/00	303	HLMX	84012	07/17/00	347	HLMX	84074	04/24/00
260	HLMX	81014	06/30/00	304	HLMX	84017	06/13/00	348	HLMX	84075	06/26/00
261	HLMX	81016	04/26/00	305	HLMX	84018	07/17/00	349	HLMX	84076	07/31/00
262	HLMX	81019	06/07/00	306	HLMX	84021	06/19/00	350	HLMX	84077	04/20/00
263	HLMX	81020	06/30/00	307	HLMX	84022	06/13/00	351	HLMX	84079	07/31/00
264	HLMX	81021	06/13/00	308	HLMX	84023	06/06/00	352	HLMX	84082	06/19/00
265	HLMX	81023	07/31/00	309	HLMX	84024	04/24/00	353	HLMX	84083	06/26/00
266	HLMX	81024	04/26/00	310	HLMX	84025	07/31/00	354	HLMX	84085	07/31/00
267	HLMX	81029	06/22/00	311	HLMX	84027	08/30/00	355	HLMX	84087	07/31/00
268	HLMX	81033	04/13/00	312	HLMX	84031	07/17/00	356	HLMX	84088	06/06/00
269	HLMX	81034	01/11/01	313	HLMX	84032	04/14/00	357	HLMX	84089	07/31/00
270	HLMX	81038	06/22/00	314	HLMX	84033	06/06/00	358	HLMX	84090	06/22/00
271	HLMX	81040	07/28/00	315	HLMX	84034	07/28/00	359	HLMX	84091	07/17/00
272	HLMX	81042	02/09/01	316	HLMX	84036	07/28/00	360	HLMX	84092	06/06/00
273	HLMX	81044	04/24/00	317	HLMX	84036	07/28/00	361	HLMX	84094	06/13/00
274	HLMX	81049	06/22/00	318	HLMX	84037	04/25/00	362	HLMX	84096	07/17/00
275	HLMX	81050	06/07/00	319	HLMX	84039	07/28/00	363	HLMX	84097	07/31/00
276	HLMX	81051	07/31/00	320	HLMX	84040	04/18/00	364	HLMX	84099	07/31/00
277	HLMX	81053	07/31/00	321	HLMX	84041	07/28/00	365	HLMX	84100	04/20/00
278	HLMX	81054	05/17/01	322	HLMX	84042	07/17/00	366	HLMX	84101	04/18/00

	Initial	Number	Delivery Date		Initial	Number	Delivery Date		Initial	Number	Delivery Date
367	HLMX	84102	04/25/00	411	HLMX	197817	03/21/01	455	HLMX	75106	07/23/01
368	HLMX	84103	07/28/00	412	HLMX	197818	07/10/00	456	HLMX	75110	09/06/01
369	HLMX	84104	07/31/00	413	HLMX	197821	06/07/00	457	HLMX	75113	08/31/01
370	HLMX	84105	04/25/00	414	HLMX	197831	06/22/00	458	HLMX	75120	08/16/01
371	HLMX	84106	06/19/00	415	HLMX	197832	07/28/00	459	HLMX	75121	08/15/01
372	HLMX	84107	06/22/00	416	HLMX	197836	07/28/00	460	HLMX	75125	08/21/01
373	HLMX	84108	04/13/00	417	HLMX	197838	06/30/00	461	HLMX	75127	08/10/01
374	HLMX	84109	07/31/00	418	HLMX	197847	07/31/00	462	HLMX	75128	08/24/01
375	HLMX	84110	07/17/00	419	HLMX	197852	06/30/00	463	HLMX	75132	08/16/01
376	HLMX	84112	07/17/00	420	HLMX	197864	03/21/01	464	HLMX	75133	07/30/01
377	HLMX	84113	07/17/00	421	HLMX	197886	05/26/00	465	HLMX	75135	09/05/01
378	HLMX	84114	07/31/00	422	HLMX	197888	04/20/00	466	HLMX	75137	08/11/01
379	HLMX	84115	04/18/00	423	HLMX	197897	04/20/00	467	HLMX	75142	07/30/01
380	***HLMX**	**84116**	04/18/00	424	HLMX	197910	04/24/00	468	HLMX	75144	08/22/01
381	HLMX	84118	07/31/00	425	HLMX	197946	07/28/00	469	HLMX	75150	07/23/01
382	HLMX	84119	07/31/00	426	HLMX	197954	07/31/00	470	HLMX	78048	09/05/01
383	HLMX	84120	06/19/00	427	HLMX	75007	07/30/01	471	HLMX	78133	07/30/01
384	HLMX	84121	04/18/00	428	HLMX	75008	07/30/01	472	HLMX	78207	08/14/01
385	HLMX	84122	07/31/00	429	HLMX	75014	09/07/01	473	HLMX	80002	08/18/01
386	HLMX	84127	07/31/00	430	HLMX	75017	08/06/01	474	HLMX	80004	08/21/01
387	HLMX	84128	07/31/00	431	HLMX	75019	08/09/01	475	HLMX	80010	08/06/01
388	HLMX	84130	07/31/00	432	HLMX	75027	08/28/01	476	HLMX	80013	08/23/01
389	HLMX	84131	06/07/00	433	HLMX	75031	08/28/01	477	HLMX	80018	09/10/01
390	HLMX	84132	06/13/00	434	HLMX	75033	07/30/01	478	HLMX	80245	08/11/01
391	HLMX	84134	07/31/00	435	HLMX	75037	08/27/01	479	HLMX	81003	08/22/01
392	HLMX	84135	06/06/00	436	HLMX	75042	08/29/01	480	HLMX	81004	08/26/01
393	HLMX	84136	07/17/00	437	HLMX	75048	08/09/01	481	HLMX	81006	08/31/01
394	HLMX	84139	06/13/00	438	HLMX	75051	08/24/01	482	HLMX	81007	08/17/01
395	HLMX	84140	06/13/00	439	HLMX	75052	08/09/01	483	HLMX	81011	08/06/01
396	HLMX	84141	07/17/00	440	HLMX	75057	07/23/01	484	HLMX	81013	08/26/01
397	HLMX	84142	04/14/00	441	HLMX	75061	08/15/01	485	HLMX	81015	07/30/01
398	HLMX	84143	07/31/00	442	HLMX	75064	08/31/01	486	HLMX	81018	07/23/01
399	HLMX	84144	07/31/00	443	HLMX	75065	08/06/01	487	HLMX	81022	07/25/01
400	HLMX	84145	06/19/00	444	HLMX	75070	07/30/01	488	HLMX	81028	08/06/01
401	HLMX	84146	06/13/00	445	HLMX	75081	07/23/01	489	HLMX	81030	07/30/01
402	HLMX	84148	04/25/00	446	HLMX	75083	08/06/01	490	HLMX	81031	09/04/01
403	HLMX	84149	07/17/00	447	HLMX	75084	08/17/01	491	HLMX	81035	07/15/01
404	HLMX	84150	07/31/00	448	HLMX	75090	08/10/01	492	HLMX	81036	08/10/01
405	HLMX	84154	06/13/00	449	HLMX	75092	09/10/01	493	HLMX	81039	08/09/01
406	HLMX	84155	06/06/00	450	HLMX	75093	08/06/01	494	HLMX	81043	09/07/01
407	HLMX	84158	06/26/00	451	HLMX	75094	08/18/01	495	HLMX	81045	07/25/01
408	HLMX	84159	07/17/00	452	HLMX	75100	08/28/01	496	HLMX	81046	08/06/01
409	HLMX	84162	07/17/00	453	HLMX	75102	07/23/01	497	HLMX	81048	07/23/01
410	HLMX	197815	09/12/00	454	HLMX	75103	08/29/01	498	HLMX	81052	07/30/01

	Initial	Number	Delivery Date		Initial	Number	Delivery Date		Initial	Number	Delivery Date
499	HLMX	81060	08/22/01								
500	HLMX	81061	08/06/01								
501	HLMX	81062	07/23/01								
502	HLMX	81063	09/06/01								
503	HLMX	81068	08/31/01								
504	HLMX	81076	08/23/01								
505	HLMX	81080	07/23/01								
506	HLMX	197807	07/25/01								
507	HLMX	197812	07/25/01								
508	HLMX	197860	09/04/01								
509	HLMX	197876	07/25/01								
510	HLMX	197941	08/22/01								

* Unlined Unit. Each such Unit being moved to shop for lining.

** HLMX 75005 & 75010 replace HLMX 80300 & 81037