

THOMPSON
HINE & FLORY LLP

Attorneys at Law

RECORDATION NO. 19075-B FILED
JAN 17 '01 11-27 AM
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SURFACE TRANSPORTATION BOARD

January 17, 2001

VIA HAND DELIVERY

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of Amendment to TEP Assignment and Security Agreement (the "Amendment") dated as of December 29, 2000, by and between Residual Based Finance Corporation ("Debtor"), and Heller Financial Leasing, Inc., as successor by assignment to Heller Financial, Inc. ("Secured Party"), a secondary document not previously recorded.

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

DEBTOR: Residual Based Finance Corporation
Three First National Plaza
Suite 777
Chicago, IL 60602

SECURED PARTY: Heller Financial Leasing, Inc.
500 West Monroe Street
Chicago, IL 60661

A description of the railroad equipment covered by the enclosed documents is: 105 rotary dump gondola railroad cars bearing the following marks and numbers: OFSX 84001-84110 (excluding 84017, 84033, 84045, 84060 and 84075). The instant Amendment amends that certain TEP Assignment and Security Agreement ("Security Agreement"), dated as of November 30, 1994, between Debtor and Heller Financial, Inc., ("Heller Financial"), pursuant to which Debtor assigned to Heller Financial that certain Lease of Railroad Equipment, dated as of April 27, 1993 ("Lease") between Debtor, as lessor, and Tucson Electric Power Company, as lessee, and granted to Heller Financial a first priority and continuing security interest in all of its right, title and interest in and to the aforementioned gondola railroad cars. The Lease was recorded with the Board under Recordation No. 19075, and the Security Agreement was recorded with the

1920 N Street, N.W. Washington, D.C. 20036-1601 202-331-8800 fax 331-8330

BRUSSELS, BELGIUM CINCINNATI CLEVELAND COLUMBUS DAYTON PALM BEACH WASHINGTON, D.C.

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Board under Recordation No. 19075-A. The Debtor and Secured Party, pursuant to the Amendment, are amending the Security Agreement to show Heller Financial Leasing, Inc. as the successor in interest to Heller Financial as the Secured Party under the Security Agreement, in to add that certain Guarantee of Payment from Debtor to Secured Party, dated as of December 29, 2000, as an additional obligation secured under the Security Agreement. The instant Amendment should be assigned Recordation No. 19075-B.

A short summary of the document to appear in the STB Index follows:

Amendment to TEP Assignment and Security Agreement between Residual Based Finance Corporation, the Debtor, and Heller Financial Leasing, Inc., the Secured Party, covering 105 rotary dump gondola railroad cars bearing the following marks and numbers: OFSX 84001-84110 (excluding 84017, 84033, 84045, 84060 and 84075).

Enclosed is a remittance in the amount of \$26.00 for the required recording fees.

Once the filing has been made, please return to bearer the stamped counterparts not needed for your files, together with the fee receipt and letter from the Secretary acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,



John K. Maser III
*Attorney for Purposes of this Filing for
Residual Based Finance Corporation and
Heller Financial Leasing, Inc.*

Enclosure

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AMENDMENT TO
TEP ASSIGNMENT AND SECURITY AGREEMENT

RECORDATION NO. 19075-B FILED

JAN 17 '01 11:27 AM

SURFACE TRANSPORTATION BOARD

This Amendment to TEP Assignment and Security Agreement (the "Amendment") is dated as of December 29, 2000, and is by and between Residual Based Finance Corporation, an Illinois corporation (the "Debtor"), and Heller Financial Leasing, Inc., a Delaware corporation, as successor by assignment to Heller Financial, Inc. (the "Secured Party").

WHEREAS, pursuant to that certain TEP Assignment and Security Agreement (the "Security Agreement"), dated as of November 30, 1994, between Debtor and Heller Financial, Inc. ("Heller Financial"), Debtor assigned to Heller Financial that certain LEASE OF RAILROAD EQUIPMENT, dated as of April 27, 1993 (the "Lease") between Debtor, as lessor, and Tucson Electric Power Company, as lessee, and granted to Heller Financial a first priority and continuing security interest in all of its right, title and interest in and to the said Lease and the 105 rotary dump gondola railroad cars bearing the following marks and numbers: OFSX 84001-84110 (excluding 84017, 84033, 84045, 84060, and 84075).

WHEREAS, the Lease was filed and recorded with the Surface Transportation Board ("STB") on November 29, 1994, under Recordation No. 19075, and the Security Agreement was filed and recorded with the STB on November 30, 1994, under Recordation No. 19075-A.

WHEREAS, the security interest in the said Lease and railroad equipment pursuant to the Security Agreement was given to secure the full and timely performance by the Debtor of all indebtedness, liabilities and obligations of the Debtor owing to Heller Financial, as the Secured Party, arising pursuant to the term of a number of instruments as listed in Paragraph 2 of the Security Agreement.

WHEREAS, Heller Financial Leasing, Inc., has succeeded to the interest of Heller Financial, Inc. as Secured Party under the Security Agreement.

WHEREAS, the Debtor and the Secured Party desire to amend the Security Agreement to show for the public record that Heller Financial Leasing, Inc. has succeeded to the interest of Heller Financial, Inc., as Secured Party under the Security Agreement, and to add additional instruments to the list of obligations secured under Paragraph 2 to the Security Agreement.

WHEREFORE, the Security Agreement is hereby amended to show Heller Financial Leasing, Inc. as the Secured Party under the Security Agreement, and to add that certain Guaranty of Payment from Debtor to Secured Party, dated as of December 29 2000, as an additional obligation secured under the Security Agreement.

IN WITNESS WHEREOF, the parties wish to show for the public record the amendment to the Security Agreement as set forth herein and, accordingly, have caused this Amendment to be executed by their officers, thereunto, duly authorized, as of the date first above written.

Residual Based Finance Corporation

Heller Financial Leasing, Inc.

By *[Signature]*

By *[Signature]*

Name: Vincent A. Kolber

Name: JOSEPH B. WILLIAMS

Title: President

Title: VICE PRESIDENT

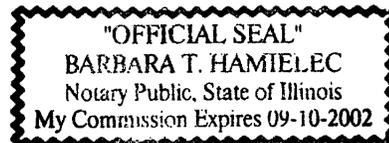
STATE OF ILLINOIS

COUNTY OF COOK

On this 15th day of January, 2001, before me personally appeared Vincent A. Kolber to me personally known, who, being duly sworn, did say that he is the President of Residual Based Finance Corporation, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

[Signature]
Notary Public

My Commission Expires: 09.10.2002



STATE OF ILLINOIS

COUNTY OF COOK

On this 15th day of January, 2001, before me personally appeared Joseph B. Williams to me personally known, who, being duly sworn, did say that he is the Vice President of Heller Financial Leasing, Inc., and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

[Signature]
Notary Public

My Commission Expires: 10/25/2003
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