

HELM FINANCIAL CORPORATION

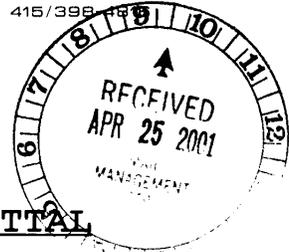
One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4510

RECORDATION NO. 23168-P FILED

APR 25 '01 : 1:16 PM



VIA NEXT DAY AIR

April 24, 2001

SURFACE TRANSPORTATION BOARD
CORRECTED TRANSMITTAL

Mr. Vernon Williams
Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001

Dear Mr. Williams:

Enclosed for filing with the Surface Transportation Board are **two (2)** originals of a Partial Termination. In connection with the recording of this Partial Termination, please note the following information:

Previous STB Filing: **Security Agreement** in connection with that certain **Revolving Credit and Term Loan Agreement** dated as of October 18, 2000, under Recordation No. **23168**, filed at the Surface Transportation Board of the Department of Transportation on October 18, 2000 at 2:43 p.m.

Secured Party:

Fleet National Bank
100 Federal Street
Boston, MA 02110

Debtors: (collectively)

Helm Holding Corporation
Helm Financial Corporation
Helm Locomotive Leasing Corporation
One Embarcadero Center, Suite 3700
San Francisco, CA 94111

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

Partial Termination dated January 30, 2001, of the Security Agreement in connection with that certain Revolving Credit and Term Loan Agreement dated October 18, 2000 between Fleet National Bank as Secured Party and Helm (collectively) as Debtors terminating **ten (10)** railcars from within the series **LI 100028-100034 (7, ni)** and **KCS 211218-211257 (3, ni)**.

Please file this Partial Termination as a secondary document to Recordation No. **23168** and return **one (1)** STB stamped original- to me. A check is enclosed for the filing fee. If you have any questions, you may reach me at (415) 398-4510, ext. 338.

Yours truly,

A handwritten signature in cursive script that reads "Alison Drain".

Alison Drain
Document Administrator

/ad
enclosures(2)

PARTIAL TERMINATION OF SECURITY AGREEMENT



THIS PARTIAL TERMINATION OF SECURITY AGREEMENT ("Partial Termination") is dated as of January 30, 2001, by FLEET NATIONAL BANK, a national association ("Fleet") as the Agent for the Lenders (as defined in the Credit Agreement described below), for the benefit of HELM HOLDING CORPORATION, a California corporation, HELM FINANCIAL CORPORATION, a California corporation and HELM LOCOMOTIVE LEASING CORPORATION, a California corporation (collectively, "Helm").

1. **Recitals.** Helm owns the rail equipment bearing the Association of American Railroad reporting marks and numbers as described in Exhibit A attached hereto (the "Unit(s)"). Helm has granted a blanket security interest in all of its assets now owned or hereafter acquired (the "Collateral"), to Fleet upon the terms and conditions provided in that certain Security Agreement dated as of October 18, 2000, between Helm and Fleet (the "Security Agreement") as filed with the Surface Transportation Board of the Department of Transportation ("STB") on October 18, 2000 at 2:43 P.M. under Recordation No. 23168. The Security Agreement was executed in connection with that certain Revolving Credit and Term Loan Agreement dated as of October 18, 2000, among the Borrowers, Lenders and Agent as defined therein (the "Credit Agreement").

Helm intends to sell the Units to a third party and desires that such sale shall be free and clear of any lien or security interest of Fleet. Helm requests Fleet's consent to such sale of the Units and requests Fleet to terminate its lien and security interest in the Units.

2. **Consent & Partial Termination.** Fleet hereby consents to the sale of the Units by Helm. Fleet hereby forever terminates any and all liens and security interests in the Units granted to it under the Security Agreement. Such liens and security interests in the Units shall be forever terminated upon the filing of this Partial Termination with the STB, at which time all of Fleet's right, title and interest in and to the Units shall be null and void.

This Partial Termination shall have no effect on Fleet's lien and security interest in any other Collateral other than the Units and said lien and security interest in such other Collateral is hereby reaffirmed.

IN WITNESS WHEREOF, pursuant to due authority, Fleet has executed this Partial Termination of Security Agreement as of the date first above written.

FLEET NATIONAL BANK, as Agent

By: [Signature]

Print Name: _____

Its: ROBERT S. ALLEN
GROUP MANAGER

RECORDATION NO. 23168-P FILED

APR 25 '01 12:16 PM

SURFACE TRANSPORTATION BOARD

RECORDATION NO. 23168-K FILED

APR 2 '01 12-03 PM

SURFACE TRANSPORTATION BOARD

CM

STATE OF MASSACHUSETTS)
) S.S.
COUNTY OF Dorset)

On February 9, 2001, before me, Caryn Suffredini,
personally appeared Robert S. Miller, Group Manager of
FLEET NATIONAL BANK

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.

Caryn Suffredini
SIGNATURE OF THE NOTARY

Commission expires: 11/27/03

[Notarial Seal]

CM

SCHEDULE A
to the
BILL OF SALE
dated
MARCH 23, 2001

Equipment Description: Ten (10), 100-ton, two-pocket, 2,130-2,300 c.f.c., open top hoppers equipped with flow control type ballast gates.

Unit Numbers:

1. LI 100028
2. LI 100029
3. LI 100030
4. LI 100031
5. LI 100032
6. LI 100033
7. LI 100034
8. KCS 211218
9. KCS 211254
10. KCS 211257