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OF COUNSEL
URBAN A. LESTER

May 1, 2002

Julia Farr, Esq.
Office of Proceedings
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 23168-NN FILED

MAY 1 '02 10-29 AM

SURFACE TRANSPORTATION BOARD

Dear Ms. Farr:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination of Security Agreement, dated as of April 19, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which is being/was previously filed with the Board under Recordation Number 23168.

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

Secured Party: Fleet National Bank
Transportation Division
100 Federal Street
Boston, Massachusetts 02110

Debtor: Helm Financial Corporation
One Embarcadero Center, Suite 3700
San Francisco, California 94111

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

Twenty (20) GP38 locomotives: HATX 108, HATX 111, HLCX 3611, HLCX 3621 - HLCX 3622, HLCX 3624 - HLCX 3628, HLCX 3631 - HLCX 3633, HLCX 3695, and TFM 1150 - TFM 1155.

Julia Farr, Esq.
May 1, 2002
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A short summary of the document to appear in the index is:

Partial Termination of Security 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,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord".

Robert W. Alvord

RWA/anm
Enclosures

**PARTIAL TERMINATION OF
SECURITY AGREEMENT**

THIS PARTIAL TERMINATION OF SECURITY AGREEMENT ("Partial Termination") is dated as of April 19, 2002, by FLEET NATIONAL BANK, a national banking 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").

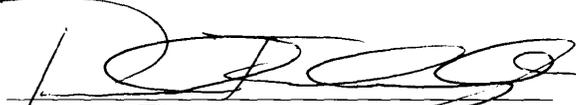
Helm intends to sell the Units to a third party and desires that such sale shall be free and clear of any lien or security interest of Fleet. Helm requests Fleet's consent to such sale of the Units and requests Fleet to terminate its lien and security interest in the Units.

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: 
Print Name: Paul Feloney, Jr.
Its: Managing Director

RECORDATION NO. 23168 -MN FILED
MAY 1 '02 10-29 AM
SURFACE TRANSPORTATION BOARD

STATE OF MASS)
) S.S.
COUNTY OF SUFFOLK)

On April 25, 2002 before me, ELLEN F. HICKEY, personally
appeared PAUL F. FLOREY, MANAGING DIRECTOR 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.

Ellen F. Hickey
SIGNATURE OF THE NOTARY

[Notarial Seal]

Commission Expires 9/12/2008

EXHIBIT A

to the
Partial Termination of Security Agreement
dated as of April 19, 2002

The "Units"

Description of the Units:
Twenty (20) GP38 locomotives.

Mark & Numbers:

HATX	108
HATX	111
HLCX	3611
HLCX	3621
HLCX	3622
HLCX	3624
HLCX	3625
HLCX	3626
HLCX	3627
HLCX	3628
HLCX	3631
HLCX	3632
HLCX	3633
HLCX	3695
TFM	1150
TFM	1151
TFM	1152
TFM	1153
TFM	1154
TFM	1155