

HELM FINANCIAL CORPORATION

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RECORDATION NO. 25033-N FILED

April 19, 2005

APR 21 '05

4-14 PM



Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20006

SURFACE TRANSPORTATION BOARD

RE: Partial Termination of Security Agreement dated as of April 8, 2005 ("**Partial Termination**"), by Bank of America, N.A. ("**Bank of America**"), as the Collateral Agent for the Secured Parties (as defined in the Guarantee and Collateral and Intercreditor Agreement dated as of July 2, 2004) for the benefit of Helm Holding Corporation, Helm Financial Corporation and Helm Locomotive Leasing Corporation (collectively, "**Helm**")

Dear Mr. Williams:

On behalf of Helm Financial Corporation, I submit for filing and recording, under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the following document:

Three (3) fully-executed originals of the above-referenced Partial Termination.

In connection with the recording of the Partial Termination, please note the following information:

Name and Address of Helm: Helm Financial Corporation
One Embarcadero Center, Suite 3700
San Francisco, CA 94111

Name and Address of Bank of America: Bank of America
Transportation Division
100 Federal Street
Boston, MA 02110

Equipment: 3 Open Top Hopper Railcars
HLMX 33032, 33046, 33047

Please record this Partial Termination as a supplemental agreement to STB Recordation No. **25033** filed on July 2, 2004 at 9:33 AM. The filing fee of \$32.00 is included in our enclosed check.

Summary:

Partial Termination of Security Agreement dated as of April 8, 2005, by Bank of America, N.A. ("**Bank of America**"), as the Collateral Agent for the Secured Parties (as defined in the Guarantee and Collateral and Intercreditor Agreement dated as of July 2, 2004) for the benefit of Helm Holding Corporation, Helm Financial Corporation and Helm Locomotive Leasing Corporation (collectively, "**Helm**") for 3 open top hopper railcars; HLMX 33032, 33046 and 33047, to be filed as a supplemental agreement to STB Recordation No. 25033.

Yours truly,

Sharon L. Van Fossan
Supervisor Contract Administration

\svf
Enclosures (3)

PARTIAL TERMINATION OF SECURITY INTEREST

SURFACE TRANSPORTATION BOARD

THIS PARTIAL TERMINATION OF SECURITY INTEREST ("Partial Termination") is dated as of April 8, 2005, and is made by BANK OF AMERICA, N.A. ("Bank of America"), as the Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined in the GCIA 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 Railroads reporting marks and numbers as described in Exhibit A attached hereto (the "Units"). Helm has granted to the Collateral Agent a security interest in substantially all of its assets now owned or hereafter acquired, upon the terms and conditions provided in that certain Memorandum of Guarantee and Collateral and Intercreditor Agreement dated as of July 2, 2004, between Helm and the Collateral Agent (the "Memorandum"), as filed with the Surface Transportation Board of the Department of Transportation ("STB") on July 2, 2004 at 9:33 a.m. under Recordation No. 25033. The Memorandum was executed in connection with that certain Guarantee and Collateral and Intercreditor Agreement (the "GCIA") dated as of July 2, 2004, among Helm, the Collateral Agent, Bank of America, as TLB/RC Agent (as defined therein) and Bank of America, as TLC Agent (as defined therein).

Helm intends to sell the Units to a third party (the "Sale") and desires that such sale shall be free and clear of any lien or security interest of the Collateral Agent. Accordingly, Helm requests the Collateral Agent to terminate its lien and security interest in the Units.

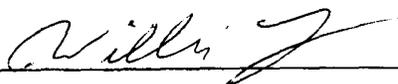
2. **Representation.** Helm hereby represents and warrants to the Collateral Agent and the other Secured Parties that the Sale and the application of the proceeds thereof comply with the terms of the GCIA and each of the Credit Agreements (as defined in GCIA).

3. **Partial Release and Termination.** The Collateral Agent hereby forever releases any and all liens and security interests in the Units granted to it under the Memorandum and the GCIA, and all such liens and security interests in the Units shall be forever terminated, and shall be null and void, upon the filing of this Partial Termination with the STB. The release of liens and security interests hereunder is made without recourse to, or representation or warranty by, the Collateral Agent.

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

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

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Print Name: **WILLIAM LATHAM**
Director

Its: _____

EXHIBIT A

To the **PARTIAL TERMINATION OF SECURITY INTEREST** dated as of **April 8, 2005**

THE UNITS

Description of the Units: Three (3), 100-ton, 3407 cubic foot, triple pocket, open top hopper railcars built by Pullman Standard in 1964.

Unit Numbers:

HLMX 33032

HLMX 33046

HLMX 33047