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15764-D
RECORDATION NO. FILED IN

9-324A002

NOV 20 1989 -9 45 AM
INTERSTATE COMMERCE COMMISSION

November 20, 1989

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed is a Second Amendment to a Lease of Railroad Equipment dated as of July 13, 1989, between Tampa Electric Company and Helm Financial Corporation.

Please record this Supplement as ICC Recordation #15764-D. The filing fee of \$15 is enclosed. Thank you.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Enclosures

Mary Ann Oster

NOV 20 9 39 AM '89
RECORDATIONS UNIT

15764-D

NOV 20 1989 -9 45 AM

SECOND AMENDMENT
TO LEASE OF RAILROAD EQUIPMENT
DATED JULY 13, 1988

INTERSTATE COMMERCE COMMISSION

This Amendment entered into this 31st day of August, 1989, by and between TAMPA ELECTRIC COMPANY ("Lessee") and HELM FINANCIAL CORPORATION ("Lessor") to that certain Lease of Railroad Equipment ("Lease") dated July 13, 1988, and amended by that certain Lease Amendment dated July 24, 1989.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in the Lease and this Amendment, the parties agree as follows:

1. The first "WHEREAS" clause of the Lease dated July 13, 1988, is deleted in its entirety and the following "WHEREAS" clause is substituted in lieu thereof:

"WHEREAS, the Lessor hereby represents that it is the owner of and has free and clear title to One Hundred Sixty-Five (165), 100-ton capacity, open-top, rapid discharge coal railcars which are described fully in Annex A attached hereto and Amended Annex A attached to the aforesaid First Amendment dated July 24, 1989 ("Units");

2. Section 2, Paragraph 1 of the first paragraph of the aforesaid Lease shall be deleted in its entirety and in lieu thereof, Section 2, Paragraph 1 shall read as follows:

"2. Rentals

Commencing on January 1, 1990, the Lessee agrees to pay to Lessor rental on a monthly basis as follows:

\$510 per Unit per month on a full service basis from January 1, 1990 through December 31, 1990 plus \$0.0225 per unit mile in excess of an average mileage per Unit of 72,500 miles per year.

\$530 per Unit per month on a full service basis from January 1, 1991 through December 31, 1991 plus \$0.0225 per unit mile in excess of an average mileage per Unit of 77,500 miles per year.

\$535 per Unit per month on a full service basis from January 1, 1992 through December 31, 1992 plus \$0.0225 per unit mile in excess of an

average mileage per Unit of 85,000 miles per year.

\$535 per Unit per month on a full service basis from January 1, 1993 through December 31, 1993 plus \$0.0225 per unit mile in excess of an average mileage per Unit of 87,500 miles per year.

Payment of Lease rental shall be made to the Lessor at the address specified in Paragraph 17, or to such other place as Lessor may direct. Rental for any Unit for a partial month shall be prorated on a daily basis. All mileage paid as described herein, shall be based on CSX Transportation's Monthly Private Mileage Summary Reports, and copies of the reports shall be sent to Lessee on a monthly basis. Lessor will invoice Lessee for these amounts due, and Lessee will pay Lessor within thirty (30) days of said invoice. If Lessee disputes Lessor's invoice, Lessee will make payments of all amounts due Lessor which are not in dispute. In the event that settlement cannot be reached within thirty (30) days after Lessor's issuance of the disputed invoice, the matter shall be resolved in accordance with the provisions of Paragraph 11. Any costs incurred by the Lessor in collecting rentals wrongly withheld by Lessee, including reasonable attorney's fees, will be paid by the Lessee.

All other provisions of Section 2, Rentals remain in effect for the amended term of the Lease."

3. Section 3, Paragraph 1, Sentence 1, of the aforesaid Lease shall be deleted and in lieu thereof, Section 3, Paragraph 1 shall read as follows:

"3. Term of Lease

This Lease shall remain in full force and effect, with respect to each Unit, for a period which shall terminate at the end of the business day on December 31, 1993, unless sooner terminated in accordance with the provisions of this Lease. At the end of the initial term, Lessee shall have the option, upon thirty (30) days prior written notice to the Lessor, to extend this Lease subject to mutually agreeable price and term negotiations. With respect to the Sixty-Five (65) Units fully described in Annex A hereof, the terms of this Lease shall commence on January 1, 1990, and terminate as set forth in this paragraph.

The obligations of the Lessee hereunder (including, but not limited to, the obligations of the Lessee under Paragraphs 5, 8, and 10 hereof) shall survive the

expiration or sooner termination of this Lease."

4. All other terms and conditions of the Lease, dated July 13, 1988, shall remain in full force and effect in the manner stated in the Lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused four (4) original counterparts of the Second Amendment to be signed as of the date first above written.

WITNESSES:

C.C. McSine
Stephen D. Jelen

Dean J. Adams
William H. Allen

TAMPA ELECTRIC COMPANY,
a Florida corporation,

By: D. E. Pless
Its: DIRECTOR - FUSCS

HELM FINANCIAL CORPORATION,
a California corporation,

By: [Signature]
Its: President

ANNEX A
TO
AMENDMENT 2
TO
LEASE OF RAILROAD EQUIPMENT
DATED JULY 13, 1988

Equipment Description

Sixty-five (65) 3,800 cubic foot, 100-ton capacity, roller-bearing, five-pocket, open top rapid discharge coal railcars, built by Ortner circa 1978, 1980 and 1981.

Equipment Numbers

HLMX 900 Series

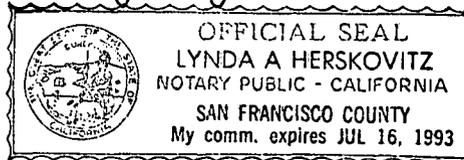
STATE OF CALIFORNIA)
) §
COUNTY OF SAN FRANCISCO)

On this 7th day of SEPTEMBER, 1989, before me personally appeared RICHARD C. KIRCHNER, to me personally known, who, being by me duly sworn, says that he is PRESIDENT of HELM FINANCIAL CORPORATION, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynda A. Herskovitz
Notary Public

My Commission Expires: July 16, 1993

[Notarial Seal]



STATE OF Florida)
COUNTY OF Hillsborough §

On this 31 day of August, 1989, before me personally appeared Don E. Press, to me personally known, who, being by me duly sworn, says that he is Director of Fuels Dept, Tampa Electric that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gail S. Dreggors
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Aug. 30, 1991

[Notarial Seal]