

OSTER Researching Services

12897 Colonial Dr. • Mt. Airy, Md. 21771
301-253-6040

8 076A080

March 11, 1988

RECORDATION NO. 6747-D FILED 1428

No.

Date

MAR 11 1988

MAR 11 1988 - 9 50 AM

Fee \$

13.00

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

INTERSTATE COMMERCE COMMISSION

ICC Washington

Dear Ms. Lee:

Enclosed is a Renewal Rider dated December 30, 1987, which supplements Recordation No. 6747.

The parties and equipment involved in this transaction are as follows:

Lessor: Helm Locomotive Leasing
c/o Helm Financial Corporation
One Embarcadero Center
Suite 3320
San Francisco, CA 94111

Lessee: Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

Equipment: 20, GP-38 Locomotives
MP 2054-2073

100 OFFICE OF
THE STORE
MAR 11 9 38 AM '88
MOTOR OPERAT. UNIT

The enclosed document will be assigned ICC Recordation No. 6747-D. The filing fee of \$13 is enclosed. Thank you.

Sincerely,

Mary Ann Oster
Mary Ann Oster
Research Consultant

Enclosures

C. D. Oster
Mary Ann Oster

Interstate Commerce Commission
Washington, D.C. 20423

3/11/88

OFFICE OF THE SECRETARY

Mary Ann Oster
Research Consultant
Oster Researching Services
12897 Colonial Dr.
Mt. Airy, MD. 21771

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/11/88 at 9:50am, and assigned recordation number(s). 6747-D

Sincerely yours,

Narta R. McGee

Secretary

Enclosure(s)

MAR 11 1988 -9 52 AM

C.D. No. 54792-8

INTERSTATE COMMERCE COMMISSION

RENEWAL RIDER

UNION PACIFIC RAILROAD COMPANY ("Lessee") and HELM LOCOMOTIVE LEASING ("Lessor"), or their predecessors in interest, have heretofore entered into an agreement dated AUGUST 1, 1972, bearing I.C.C. Recordation No. 6747 -A (hereinafter "Basic Agreement") covering the lease of twenty (20) locomotives (hereinafter the "Units").

The parties hereto now mutually agree that the Basic Agreement, including any supplement or amendment thereto (if any), is hereby adopted by the parties hereto as their agreement for a term beginning January 2, 1988, and extending to and including April 30, 1988.

All the terms and conditions of the Basic Agreement as heretofore or herein supplemented and/or amended (if applicable), shall have the same force and effect and be as binding upon the parties hereto during said term as if the same were repeated herein.

1. CHANGE IN RENTAL. Effective as of January 2, 1988, the Lessee agrees to pay to the Lessor as rental for the use of the Units the sum of two hundred and twenty-five dollars (\$225.00) per Unit per day for the period from January 2, 1988, to and including April 30, 1988, in lieu of the sum heretofore stipulated.

Rental is payable monthly in advance, on the second (2nd) day of the month, with the first payment due January 2, 1988. All payments shall be made to the Lessor, c/o Helm Financial Corporation, One Embarcadero Center, Suite 3320, San Francisco, California 94111.

2. AMENDMENT OF SECTION 7 OF THE BASIC AGREEMENT. Effective as of January 2, 1988, the second paragraph of Section 7, "Payment for Casualty Occurrences; Insurance," shall be, and hereby is, amended to read as follows:

"The Casualty Value of each Unit as of any rental payment date shall be \$225,000."

3. DELETION OF SECTION 13 OF THE BASIC AGREEMENT. Effective as of January 2, 1988, Section 13, "Purchase and Renewal Options," shall be, and hereby is, deleted and expunged from the effect and operation of the Basic Agreement.

4. DEFINITION OF LESSEE'S TRACKS. Effective as of January 2, 1988, any reference in Section 14 of the Basic Agreement, "Return of Units upon Expiration of Term," to tracks of the Lessee shall be deemed to refer to any point on the consolidated Union Pacific system.

U. S. DEPT. OF TRANSPORTATION
UNION PACIFIC
AMAND

5. AMENDMENT OF SECTION 19 OF THE BASIC AGREEMENT. Effective as of January 2, 1988, Section 19, "Notices," shall be, and hereby is, amended to read as follows:

"Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States certified mails, first-class postage prepaid, addressed as follows:

a) if to the Lessor, Helm Locomotive Leasing, c/o Helm Financial Corporation, One Embarcadero Center, Suite 3320, San Francisco, California 94111
Attention: Mr. David R. Eckles
Executive Vice President

b) if to the Lessee, Union Pacific Railroad, 1416 Dodge Street, Omaha Nebraska 68179
Attention: Mr. M.L. Legg
Director, Purchasing - Mechanical

6. SUBSTITUTION OF SCHEDULE A. Effective as of January 2, 1988, Schedule A attached hereto shall be, and hereby is, substituted for the Schedule A attached to the Basic Agreement, and from and after the effective date herein, whenever the term "Schedule A" is used in the Basic Agreement or any amendment or supplement thereto (if any), such reference shall be deemed to refer to Schedule A hereto attached.

7. REDUCTION OF THE NUMBER OF UNITS LEASED. Effective as of March 15, 1988, the term of this Lease as to four (4) of the Units described in Schedule A shall terminate, and the Basic Agreement shall thereafter be of no force or effect with respect to said Units. The Lessor shall direct the Lessee to deliver the four (4) Units to the Grand Trunk Western Railroad on March 15, 1988.

Executed in duplicate as of this 30th day of December, 1987.

ATTEST:

John F. Davis

HELM LOCOMOTIVE LEASING

By David R. Eckles
David R. Eckles
Executive Vice President

ATTEST:

Diane E. Kostyeva

UNION PACIFIC RAILROAD
COMPANY

By J. R. Davis

NOV 10 1987
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

SCHEDULE A

<u>TYPE</u>	<u>QUANTITY</u>	<u>LESSEE'S ROAD NUMBERS</u>
2000 H.P. Model GP-38 AC-2 EMD Locomotives	20	MP 2054-2073

CHAS. W. WALKER
ATTORNEY AT LAW
SAN FRANCISCO, CALIF.