

OSTER Researching Services

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

RECORDATION NO. 15622-C PAGE 1000

JAN 4 1989 9 50 AM

INTERSTATE COMMERCE COMMISSION

No. 9-004A010
Date JAN 4 1989
Fee \$ 13⁰⁰
ICC Washington, D.C.

JAN 4 9 42 AM '89

January 4, 1989

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

Dear Ms. Lee:

Please find enclosed a Renewal Rider dated December 21, 1988, which supplements Recordation #15622. This document should be assigned ICC Recordation #15622-C.

The filing fee of \$13 is enclosed. Thank you.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Enclosures

Candy [unclear] Mary Ann Oster

Interstate Commerce Commission
Washington, D.C. 20423

1/4/89

OFFICE OF THE SECRETARY

Mary Ann Oster

Oster Researching Services

12897 Colonial Dr.

Mt. Airy, MD. 21771

Dear Mrs. Oster:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/4/89 at 9:50am, and assigned recordation number(s). 15622-C & 15622-D

Sincerely yours,

Nesta R. McEwen

Secretary

Enclosure(s)

15622-C

RENEWAL RIDER / JAN 4 1989 - 9 AM

INTERSTATE COMMERCE COMMISSION

HELM FINANCIAL CORPORATION, a California corporation ("Lessor") and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("Lessee"), entered into a Locomotive Lease Agreement dated June 25, 1987 (hereinafter "Lease") covering the lease of thirteen (13) locomotives (hereinafter the "Locomotives").

The parties hereto now mutually agree that the Lease including any supplement or amendment thereto (if any), is hereby adopted by the parties hereto as their agreement for a term beginning January 16, 1989, and extending to and including January 15, 1990.

All the terms and conditions of the Lease 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. Amendment of Section 3 of the Lease. Effective as of January 16, 1989, Section 3 "Rental," shall be, and hereby is, amended to reflect a payment of [REDACTED] per day for each Locomotive.

2. Amendment of Section 9 of the Lease. Effective as of January 16, 1989, Section 9, "Mechanical," shall be, and hereby is, amended to read as follows:

"Lessee will, at its sole expense, perform all running repair maintenance work, lubrication and inspection on Locomotives in accordance with manufacturer's recommendation.

Lessor agrees to accept 100% responsibility for the engine crankshaft. Lessee agrees to accept 100% responsibility of all other items and for the crankshaft if said failure has been caused by misuse or accident of Lessee.

Notwithstanding the foregoing however, Lessor shall have the right to terminate the lease of any Locomotive that fails due to the crankshaft. In the event Lessor terminates the lease of a Locomotive(s) due to the crankshaft, rental shall cease on the date that Lessee delivers Locomotive to Lessor at Minneapolis, Minnesota or other mutually agreed location."

Executed in duplicate as of this 21st day of December, 1988.

ATTEST:

John F. Davis

HELM EQUIPMENT LEASING

By:

David R. Eckles
David R. Eckles
Executive Vice President

BURLINGTON NORTHERN RAILROAD
COMPANY

ATTEST:

John C. Claus

By:

Edward L. Bauer
Title: System Chief Med. Officer.

SCHEDULE A

Locomotive Description: General Motors (Electro Motive Division)
GP38-2, 2,000 H.P., Diesel Electric Locomotives.

The Missouri Pacific and Union Pacific Locomotive numbers are as follows:

<u>LOCOMOTIVE NUMBER</u>	<u>BUILDER</u>	<u>TYPE</u>	<u>HORSEPOWER</u>	<u>DAILY RENTAL RATE</u>	<u>CASUALTY VALUE</u>
MP 2018	EMD	GP38-2	2,000	[REDACTED]	[REDACTED]
MP 2019	EMD	GP38-2	2,000	[REDACTED]	[REDACTED]
MP 2021	EMD	GP38-2	2,000	[REDACTED]	[REDACTED]
MP 2022	EMD	GP38-2	2,000	[REDACTED]	[REDACTED]
MP 2025	EMD	GP38-2	2,000	[REDACTED]	[REDACTED]
MP 2035	EMD	GP38-2	2,000	[REDACTED]	[REDACTED]
MP 2037	EMD	GP38-2	2,000	[REDACTED]	[REDACTED]
MP 2039	EMD	GP38-2	2,000	[REDACTED]	[REDACTED]
MP 2045	EMD	GP38-2	2,000	[REDACTED]	[REDACTED]
MP 2052	EMD	GP38-2	2,000	[REDACTED]	[REDACTED]

STATE OF CALIFORNIA)
) §
COUNTY OF SAN FRANCISCO)

On this 20th day of December, 1988, before me personally appeared David R. Eckles, to me personally known, who, being by me duly sworn, says that he is E.V.P. 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.



Elena F. Gary
Notary Public

My Commission Expires: July 24, 1992

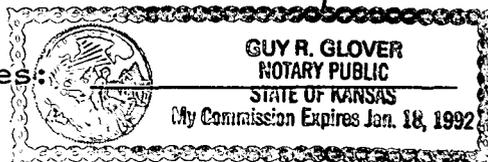
[Notarial Seal]

STATE OF KANSAS)
) §
COUNTY OF Johnson)

On this 21st day of December, 1988, before me personally appeared Edward L. Bauer Jr., to me personally known, who, being by me duly sworn, says that he is System Chief Mechanical Officer Burlington Northern Railroad Company 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.

Guy R. Glover
Notary Public

My Commission Expires:



[Notarial Seal]

