

**HELM-PACIFIC LEASING**  
JOINT VENTURE

One Embarcadero Center • San Francisco, CA 94111  
415/398-4510 FAX 415/398-4816

**VIA AIR COURIER**

January 31, 1997

Mr. Vernon Williams  
Recordations Unit  
Surface Transportation Board  
Department of Transportation  
12th and Constitution Avenue, N.W.  
Washington, DC 20423

RECORDATION NO. 17728-B FILED 142F  
FEB 5 1997 -9 45 AM

Dear Mr. Williams:

Enclosed are three (3) originals of Amendment No. 2 dated September 27, 1996 to the Agreement dated as of October 15, 1991 between the following parties:

Lessor:	Union Pacific Railroad Company 1416 Dodge Street Omaha, NE 68179
Lessee:	Helm-Pacific Leasing One Embarcadero Center, Suite 3700 San Francisco, CA 94111

The equipment involved in this transaction is as follows:

Equipment: Forty-four (44) side dump railcars (See Exhibit A.2. attached for reporting mark & numbers.)

Please file this agreement as a supplementary document to Recordation No. 17728-A filed October 15, 1993. A check for the filing fee of \$22.00 is enclosed.

Sincerely,



Chris Dilley  
Administrative Assistant

/cpd  
Enclosures

REGISTRATION NO. 17728-B FILED 1997  
FEB 5 1997 9 45 AM

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 (the "Amendment No.2") to the Agreement dated as of October 15, 1991, as amended, (the "Lease") between UNION PACIFIC RAILROAD COMPANY ("Lessor") and HELM-PACIFIC LEASING ("Lessee") is made as of September 27, 1996 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease, as amended, pursuant to which sixty-five (65) side dump railcars described in Exhibit A.1. to the Lease ("65 Existing Units") were leased by Lessor to Lessee.
- B. Lessor and Lessee desire to extend the Lease for a portion of the Existing Units, terminate the Lease for the remainder of the Existing Units, and to add new side dump railcars to the Lease.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- 1. All terms defined in the Lease, as amended, shall have the meanings defined therein when used in this Amendment No. 2., except that the term "Equipment" shall mean the Equipment as described in Exhibit A.2. attached hereto.
- 2. The first Recital on page one (1) of the Lease is deleted and replaced with: "The Lessee desires to lease the forty-four (44) side dump railcars which are identified in Exhibit A.2. attached hereto (hereinafter collectively the 'Equipment')".
- 3. Exhibit A.1. to the Lease is replaced by Exhibit A.2. and all references to Exhibit A, Schedule A and Exhibit A.1. in the Lease, as amended, shall be deemed to be Exhibit A.2.
- 4. The first sentence of Section 2 is deleted and replaced with: "The Lessor shall furnish the Equipment in compliance with the regulations of the Federal Railroad Administration and the Association of American Railroads rules of interchange in effect at the time of delivery of the Equipment to Lessee (the 'Rules'). Lessee shall declare its acceptance of each Unit(s) by executing and delivering to Lessor a 'Certificate(s) of Acceptance' as set forth in Exhibit E attached hereto this Amendment No. 2, which shall constitute conclusive evidence of Lessee's acceptance of the units of Equipment therein identified and that such units are in compliance with the Rules in effect on the date each such unit is delivered to Lessee at the Delivery Point ('Delivery Date'). If Lessee fails to execute a Certificate of Acceptance within five (5) business days of the Delivery Date for any unit(s), Lessee will be deemed to have accepted all units of Equipment so delivered."
- 5. Section 4 is deleted and replaced with: "The term of the Lease shall commence for each unit of Equipment on the Delivery Date for such unit and shall continue in full force and effect for all the delivered Equipment through and including April 30, ."

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6. The first two (2) paragraphs of Section 5 are deleted and replaced with: "The Lessee shall owe to Lessor as rental for the Equipment the amount of \_\_\_\_\_ per unit of Equipment per month. Rental on each unit of Equipment shall commence on the Delivery Date, and shall continue until such unit of Equipment is returned to the Lessor at the Delivery Point."
7. The Lease shall terminate for any Existing Unit described in Exhibit A.1. to the Lease, as amended, as of the date such Existing Unit is returned to Lessor in accordance with Section 17 of the Lease.
8. The last sentence of the second paragraph of Section 8 of the Lease is deleted and replaced with: "For purposes of this Section the term "Casualty Value" shall be \_\_\_\_\_."
9. Except as expressly modified by this Amendment No. 2, all terms and provisions of the Lease shall remain in full force and effect.
10. This Amendment No. 2 may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, the Lessor and Lessee each pursuant to due authority have caused these presents to be signed in their respective corporate names.

UNION PACIFIC RAILROAD COMPANY

By: Charles R. Eide  
 Title: Vice President-Purchasing  
 Date: 11/13/96

HELM-PACIFIC LEASING COMPANY  
 Helm Pacific Corporation,  
 its Joint Venture Partner

By: Don R. Zell  
 Title: President  
 Date: 11/26/96

and

Union Pacific Venture Leasing  
 Corporation, its Joint Venture  
 Partner

By: Eric R. Butte  
 Title: President-UPVL  
 Date: November 12, 1996

*am*

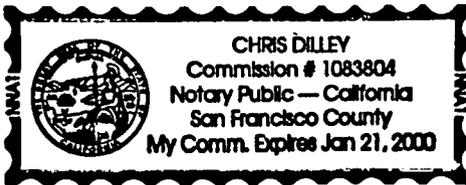
STATE OF CALIFORNIA )  
 ) S.S.  
COUNTY OF SAN FRANCISCO)

On November 27, 1996, before me, Chris Dilley  
personally appeared David R. Eckles, President of HELM-PACIFIC  
CORPORATION,

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.



Chris Dilley  
SIGNATURE OF THE NOTARY

STATE OF NEBRASKA )  
 ) S.S.  
COUNTY OF DOUGLAS )

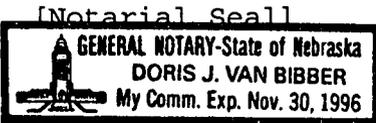
On Nov. 12, 1996, before me, Doris Van Bibber  
personally appeared Eric L. Butler, President  
of UNION PACIFIC VENTURE LEASING,

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.

Doris Van Bibber  
SIGNATURE OF THE NOTARY



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STATE OF NEBRASKA        )  
                                  ) S.S.  
COUNTY OF DOUGLAS     )

On Nov. 13, 1996, before me, Doris Van Bibber,  
personally appeared Charles R. Essie, VP - purchasing  
of UNION PACIFIC RAILROAD COMPANY,

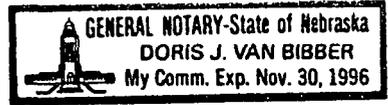
personally known to me -OR-

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.

Doris J Van Bibber  
SIGNATURE OF THE NOTARY

[Notarial Seal]



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EXHIBIT A.2.

to the

AGREEMENT

Dated as of October 15, 1991, as amended

Description of Units:

Forty-four (44), 50-yard Magor and Difco side dump railcars.

Units' Reporting Mark & Numbers:

MP 55102, 55103, 55110, 55114, 55115, 55119, 55121, 55125, 55126,  
55133, 55134, 55135, 55136, 55139, 55143, 55144, 55145, 55149,  
55152, 55155, 55173, 55177, 55182, 55191, 55196, 55198, 55201,  
55204, 55205, 55206, 55214, 55215, 55220, 55223, 55224, 55227,  
55229, 55239, 55244, 55711, 55716, 55721, 55727, 55728.

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**EXHIBIT E**

**to the**

**AGREEMENT**

**dated as of October 15, 1991, as amended**

**CERTIFICATE OF ACCEPTANCE**

The undersigned, a duly authorized representative of **HELM PACIFIC LEASING (Lessee)**", does hereby certify that he/she has caused to be inspected and, on the date set out below, has accepted on behalf of Lessee the following units of equipment, which units Lessee hereby acknowledges are in good order, condition and repair and conform in all respects to the terms, provisions, requirements and standards of that certain Agreement dated as of October 15, 1991, as amended, between **UNION PACIFIC RAILROAD COMPANY** and Lessee.

**Description of Units:**

\_\_\_\_\_ (\_\_\_\_), 50-yard Magor and Difco side dump railcars.

**Unit Numbers:**

**Delivery Date:**

**LESSEE'S AUTHORIZED REPRESENTATIVE:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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