

HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

March 25, 1999

RECORDATION NO. 22111 FILED

APR 8 '99

9-30AM

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

Dear Mr. Williams:

Enclosed are two (2) Certification of True Copy evidencing **Schedule No. 13 ("Schedule")** dated as of January 10, 1999 to the Master Full Service Lease Agreement dated as of January 3, 1995 between the following parties:

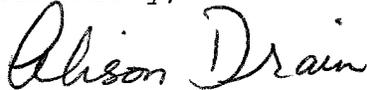
"Lessor": Helm Financial Corporation
One Embarcadero Center, Suite 3700
San Francisco, CA 94111

"Lessee": Union Pacific Railroad Company
1416 Dodge Street, Room 200
Omaha, Nebraska 68176

Equipment: Two hundred fifteen (215), 286K, 2-compartment, 2,240 c.f.c. open top hoppers equipped with Miner Type "D" door locking system. Units rebuilt per AAR Rule 88 in 1998-1999.

Please file this Schedule as a primary document and return one (1) stamped copy to my attention. A check covering the filing fee of twenty-six dollars (\$26.00) is enclosed.

Sincerely,



Alison Drain
Document Administrator

/ad
Enclosures (2)

THIS SCHEDULE NO. 13 ("Schedule") to that certain Master Full Service Lease Agreement ("Lease") dated as of January 3, 1995 between HELM FINANCIAL CORPORATION ("Lessor") and UNION PACIFIC RAILROAD COMPANY ("Lessee") is dated as of JANUARY 10, 1999.

Lessor and Lessee agree as follows:

1. **Capitalized Terms:** All capitalized terms defined in the Lease shall have the meanings defined therein when used in this Schedule except that the term "Unit(s)" as used herein shall only refer to the equipment described herein below unless otherwise indicated.

2. **Units Leased:** Lessor hereby leases to Lessee the railcars described below (the "Unit(s)"), subject to the terms and conditions of the Lease and this Schedule.

Description: Two hundred fifteen (215), 286K, 2-compartment, 2,240 c.f.c. open top hoppers equipped with Miner Type "D" door locking system. Units rebuilt per AAR Rule 88 in 1998-1999.

Reporting Marks: CHTT 504000-504214

Lessor warrants to Lessee that each Unit shall be delivered at the Delivery Point in compliance with Lessor's "Car Specification CLINCH 0198.2" attached hereto as Annex A ("Delivery Condition"). In the event any Unit delivered to Lessee is not in Delivery Condition, then upon notice of the same by Lessee to Lessor, Lessor, at its sole option and without any further obligation or liability to Lessee, shall either promptly cause said Unit(s) to be repaired or replaced (at no expense to Lessee) or exclude such Unit(s) from this Lease. Furthermore, Lessor and Lessee hereby acknowledge that Lessor shall not line the interior of the Units with any corrosive inhibitor and that Section 10.C.(ii) of the Lease shall not apply to the Units throughout the Term of this Lease. Any repairs required because of damage caused to the Units by any copper concentrates loaded therein shall be for the account of Lessor.

3. The "Delivery Point" for the Units shall be the Railway & Industrial Services repair facility in Joliet, IL.

4. The "Lease Commencement Date" and "Rent Commencement Date" for each Unit shall be the date such Unit is released to Lessee at the Delivery Point. The "Effective Date" for the Units shall be May 1, 1999.

5. The "Rent" for each Unit shall be ~~_____~~

6. The "Fixed Term" of this Lease shall commence on the Effective Date and shall continue in full force and effect through and including April 30, ~~_____~~ ("Expiration Date").

7. **Lease Renewal Option:** If no Event of Default has occurred and is continuing under the Lease or this Schedule, effective on the Expiration Date, Lessee may renew the Lease with respect to any remaining Units covered under this Schedule ("Renewal"); provided, however, that Lessee has notified Lessor ninety (90) days prior to the Expiration Date of its intention to negotiate such Lease Renewal Option. The Renewal rental

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rate shall be based upon the then fair market rental value for the Units ("Renewal Rate") and the terms, conditions, and Renewal Rate of the Lease shall be mutually agreed upon between Lessor and Lessee.

8. For any Unit which suffers a Casualty Occurrence, Lessee shall pay to Lessor the "Settlement Value" for such Unit in the amount per Unit as set forth in Annex B attached hereto, pursuant to Section 8 of the Lease.
9. Parts and Labor Warranty. Lessor shall repair or cause to be repaired (i) the AAR approved center sill patch connection, (ii) the side sheet patches for any Unit, and (iii) any repairs during the duration of the Lease as a result of a weakness in carbody modifications in the center sill and center side sill connections ("Warranty Item(s)"); provided, however, that Lessee shall be responsible for any Warranty Item repair caused by Lessee's negligence, misuse or abuse of any Unit. Notwithstanding the foregoing and without any further obligation or liability to Lessee, Lessor may terminate this Schedule for any Unit needing any Warranty Item repair, and Lessor shall have the right, but not the obligation, to replace any Unit so terminated. Any such replacement Unit will be subject to this Schedule and the Master Lease as if originally a part thereof, subject to Lessee's right of inspection. LESSOR'S LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE COST OF REPAIRING OR REPLACING THOSE PARTS IDENTIFIED AS WARRANTY ITEMS. IN NO EVENT SHALL LESSOR BE LIABLE UNDER ANY CIRCUMSTANCES TO LESSEE OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES IN ANY AMOUNT RELATING TO OR CONNECTED WITH THE FAILURE OF ANY WARRANTY ITEM, INCLUDING, BUT NOT LIMITED TO, TRANSPORTATION CHARGES, LOSS OF USE OR DOWNTIME OF ANY UNIT OR LOST PROFITS.
10. Possession and Use. Lessor acknowledges that Lessee will use the Units extensively in Mexico, and that Subsection 15.G. of the Lease shall not apply with respect to Lessee's use of the Units in Mexico.

Each party, pursuant to due corporate authority, has caused this Schedule No. 13 dated as of JANUARY 10, 1997 to the Master Full Service Lease Agreement dated as of January 3, 1995 to be executed by its authorized officer.

LESSOR

HELM FINANCIAL CORPORATION

By: Richard C. Kirchner

Name: Richard C. Kirchner

Title: President

LESSEE

UNION PACIFIC RAILROAD COMPANY

By: Stanley W. Wozko

Name: S. Wozko

Title: Gen. Director - Purchases

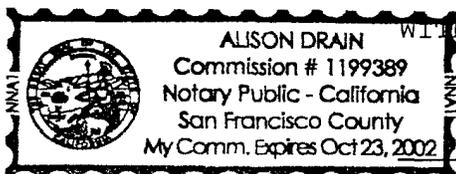
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STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On March 18th, 1999, before me, Alison Drain,
personally appeared Richard C. Kirchner, President of HELM FINANCIAL
CORPORATION,

X 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.

Alison Drain
SIGNATURE OF THE NOTARY

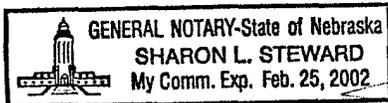
[Notarial Seal]

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

On March 12, 1999, before me, Sharon L. Steward,
personally appeared Stan Woltho, Senior Purchasing of
THE 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.

Sharon L. Steward
SIGNATURE OF THE NOTARY

[Notarial Seal]

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CERTIFICATION OF TRUE COPY

On March 22, 1999, I, Cecilia Mostaghim, have examined the original copy of the **SCHEDULE NO. 13** dated as of January 10, 1999 to that certain Master Full Service Lease Agreement dated as of January 3, 1995 between **HELM FINANCIAL CORPORATION** and **UNION PACIFIC RAILROAD COMPANY**. I hereby certify that I have compared the attached duplicate copy with the original and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgments thereof.

Cecilia Mostaghim

Cecilia Mostaghim
Contract Administrator

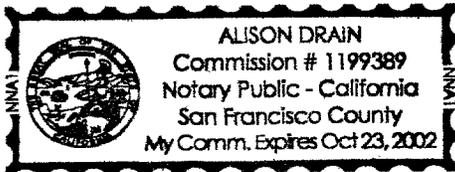
STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On March 23rd, 1999, before me, Alison Drain, personally appeared Cecilia Mostaghim, Contract Administrator, **HELM FINANCIAL CORPORATION**,

X 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.



Alison Drain

SIGNATURE OF THE NOTARY