

HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

RECORDATION NO. 21662 FILED

SEP 23 '98

2-28 PM

September 11, 1998

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. 10 ("Schedule")** dated as of July 1, 1998 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: One hundred thirty-three (133) railcars as more fully described in Annex A attached to the Schedule.

Please file this Schedule as a primary document and return one (1) stamped original 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)

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Date: 9/23/98

Alison Drain
Helm Financial Corporation
One Embarcadero Center
San Francisco, CA., 94111

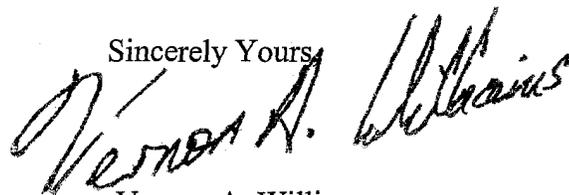
Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3(c), on 9/23/98 at 2:28PM, and

assigned recordation number(s). 21661, 21662, 18905-AA, 20822-F, 20822-G,
20822-H and 20822-I.

Sincerely Yours,



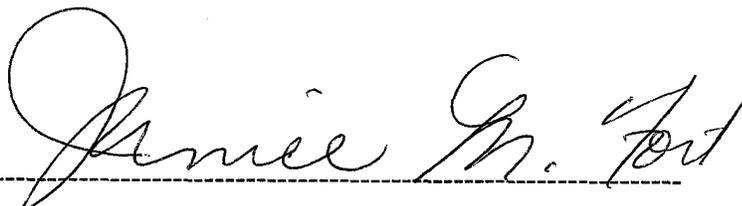
Vernon A. Williams

Enclosure(s)(7)

182.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature-----



CERTIFICATION OF TRUE COPY SEP 23 '98 2-28 PM

On August 27, 1998, I, Cecilia Mostaghim, have examined the original copy of the **SCHEDULE NO. 10** to that certain Master Full Service Lease Agreement dated as of January 3, 1995 between **HELM FINANCIAL CORPORATION** and **UNION PACIFIC RAILROAD COMPANY** dated as of July 1, 1998. 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 August 27, 1998, before me, Emma S. Ortega, 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.



Emma Susan Ortega
SIGNATURE OF THE NOTARY

SEP 23 '98

2-28 PM

SCHEDULE NO. 10

THIS SCHEDULE NO. 10 ("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 July 1, 1998.

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 one hundred thirty-three (133) open top hopper railcars, as described in Annex A attached hereto, subject to the terms and conditions of the Lease and this Schedule.
3. The "Delivery Point" for the Units shall be the current location of such Units on the on the railroad lines of Lessee with the exception of the Unit HLMX 20004: for that Unit the Delivery Point shall be Lessee's interchange at Chicago, IL.
4. The "Lease Commencement Date", "Effective Date" and "Rent Commencement Date" for the Units shall be as of July 1, 1998, except for the Unit HLMX 20004 such date shall be the date this Unit is delivered to Lessee at Chicago, IL; provided, however, that the Effective Date for HLMX 20004 shall begin no later than July 1, 1998.
5. The "Rent" for each Unit shall be per month.
6. The "Fixed Term" of this Lease shall commence on the Effective Date and shall continue in full force and effect through and including ("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 prior to the Expiration Date of its intention to negotiate such Lease Renewal Option. The Renewal rental rate shall be based upon the then fair market 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 specified Annex B attached hereto, pursuant to Section 8 of the Lease.

Each party, pursuant to due corporate authority, has caused this Schedule No. 10 dated as of July 1, 1998 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: [Signature]
 Name: Richard C. Kirchner
 Title: President

LESSEE
 UNION PACIFIC RAILROAD COMPANY
 By: [Signature]
 Name: Michael J. Cronin
 Title: Vice President Supply

CMM

ANNEX A

To Schedule No. 10 dated July 1, 1998 to that certain Master Full Service Lease Agreement dated as of January 3, 1995 between Helm Financial Corporation and Union Pacific Railroad Company.

1	HLMX	5116	46	HLMX	5191	91	HLMX	827808
2	HLMX	5117	47	HLMX	5194	92	HLMX	827809
3	HLMX	5119	48	HLMX	5196	93	HLMX	827840
4	HLMX	5120	49	HLMX	5198	94	HLMX	827859
5	HLMX	5122	50	HLMX	5201	95	HLMX	827868
6	HLMX	5125	51	HLMX	5202	96	HLMX	827873
7	HLMX	5126	52	HLMX	5203	97	HLMX	827880
8	HLMX	5128	53	HLMX	5204	98	HLMX	827891
9	HLMX	5131	54	HLMX	5205	99	HLMX	827894
10	HLMX	5132	55	HLMX	5207	100	HLMX	827895
11	HLMX	5134	56	HLMX	5208	101	HLMX	827900
12	HLMX	5135	57	HLMX	5210	102	HLMX	827908
13	HLMX	5136	58	HLMX	5215	103	HLMX	827911
14	HLMX	5137	59	HLMX	5216	104	HLMX	827919
15	HLMX	5138	60	HLMX	5217	105	HLMX	827920
16	HLMX	5139	61	HLMX	5218	106	HLMX	827928
17	HLMX	5142	62	HLMX	5219	107	HLMX	827931
18	HLMX	5146	63	HLMX	5220	108	HLMX	827932
19	HLMX	5147	64	HLMX	5222	109	HLMX	827942
20	HLMX	5148	65	HLMX	5223	110	HLMX	827949
21	HLMX	5151	66	HLMX	5228	111	HLMX	827952
22	HLMX	5152	67	HLMX	5229	112	HLMX	827953
23	HLMX	5153	68	HLMX	5233	113	HLMX	827959
24	HLMX	5155	69	HLMX	5234	114	HLMX	827968
25	HLMX	5156	70	HLMX	5240	115	HLMX	827969
26	HLMX	5157	71	HLMX	5242	116	HLMX	827980
27	HLMX	5163	72	HLMX	5246	117	HLMX	827989
28	HLMX	5164	73	HLMX	5249	118	HLMX	827996
29	HLMX	5165	74	HLMX	5250	119	HLMX	828001
30	HLMX	5167	75	HLMX	5251	120	HLMX	828002
31	HLMX	5168	76	HLMX	5255	121	HLMX	828015
32	HLMX	5170	77	HLMX	5260	122	HLMX	828021
33	HLMX	5171	78	HLMX	5261	123	HLMX	828023
34	HLMX	5173	79	HLMX	5262	124	HLMX	828026
35	HLMX	5175	80	HLMX	5263	125	HLMX	828030
36	HLMX	5176	81	HLMX	5265	126	HLMX	828042
37	HLMX	5177	82	HLMX	20004	127	HLMX	828045
38	HLMX	5180	83	HLMX	191361	128	HLMX	828046
39	HLMX	5181	84	HLMX	191468	129	HLMX	828050
40	HLMX	5182	85	HLMX	191553	130	HLMX	828057
41	HLMX	5183	86	HLMX	827795	131	HLMX	828081
42	HLMX	5184	87	HLMX	827796	132	HLMX	828086
43	HLMX	5185	88	HLMX	827798	133	HLMX	828090
44	HLMX	5186	89	HLMX	827800			
45	HLMX	5189	90	HLMX	827801			