

**DONELAN, CLEARY, WOOD & MASER, P.C.**

ATTORNEYS AND COUNSELORS AT LAW  
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WASHINGTON, D.C. 20005-3934

OFFICE: (202) 371-9500

18873-A  
APR 27 1995 2:03 PM

TELECOPIER: (202) 371-0900

April 28, 1995

Recordation No. 18873-A

Dear Mr. Williams:

On behalf of Helm Locomotive Leasing ("Helm"), I submit for filing and recording under 49 U.S.C. § 11303 and the regulations promulgated thereunder, counterparts of a secondary document, not previously recorded, entitled Amendment No. 1 ("Amendment") made as of April 22, 1995.

The parties to the enclosed Amendment are:

Helm Locomotive Leasing Suite 3500 One Embarcadero Center San Francisco, CA 94111	-	LESSOR
Norfolk Southern Railway Company 110 Franklin Road, S.E. Roanoke, VA 24042-0072	-	LESSEE

The said Amendment acts, among other things, to add units to and to delete units from that certain Memorandum of Lessee of Railroad Equipment ("Lease") made as of May 9, 1994, filed and recorded with the Interstate Commerce Commission under Recordation No. 18873 and the Amendment should be recorded under the next available letter under Recordation No. 18873, which we believe is -A.

The equipment covered by the enclosed Amendment is the equipment covered therein, namely adding to the Lease 36 covered hopper cars and deleting therefrom 197 covered hopper cars.

A short summary of the Amendment to appear in the ICC Index is as follows:

"Deletes 197 covered hopper cars and adds 36."

Enclosed is a check in the amount of twenty-one dollars (\$21.00) in payment of the filing fee.

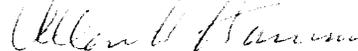
*Counterparts - W. Williams*

RECORDED  
APR 28 1995

DONELAN, CLEARY, WOOD & MASER, P.C.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.  
*Attorney for Helm Locomotive  
Leasing for the purpose of this filing.*

Honorable Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
*Enclosures*  
BY HAND



Interstate Commerce Commission  
Washington, D.C. 20423-0001

4/28/95

Office Of The Secretary

Allen H. Harrison, Jr.  
Donelan, Cleary, Wood & Maser, PC  
1100 New York Avenue, NW., Ste 750  
Washington, DC., 20005-3934

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 4/28/95 at 2:55PM, and assigned recordation number(s) 18873-A.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

\$ 21.00 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 and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

15,873 H

18873-A

APR 27 1995 12:00 PM

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to the Lease of Railroad Equipment dated as of May 9, 1994 (the "Lease") between HELM LOCOMOTIVE LEASING ("Lessor") and NORFOLK SOUTHERN RAILWAY COMPANY ("Lessee") is made as of April 19, 1995 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which the three hundred sixty (360) covered hopper railcars described in Annex A to the Lease (the "Existing Unit(s)") were leased by Lessor to Lessee.
- B. Lessor and Lessee desire to add to the Lease the covered hopper railcar bearing the reporting mark and number TNM 1050, which was delivered to and accepted by Lessee on August 29, 1994 ("Additional Existing Unit").
- C. The Existing Unit bearing the reporting mark and number TNM 1020 was casualties under the provisions of Subsection 8.B. of the Lease.
- D. Lessor and Lessee desire to add to the Lease the thirty-five (35) covered hopper railcars described in Annex A.1. attached hereto ("Additional Unit(s)"), which are in Lessee's possession and were previously subject to the Lease of Railroad Equipment dated as of May 9, 1994 between Lessee and Helm-Pacific Leasing.
- E. Lessor and Lessee desire to terminate the Lease for the one hundred ninety-six (196) Units (including the Additional Existing Unit, which was added to the Lease pursuant to Recital B above) described in Exhibit A attached hereto ("Terminated Unit(s)").
- F. Lessor and Lessee desire to convert the Lease to a net lease for the ninety-six (96) remaining Existing Units and to reduce the rental rate for all Units.
- G. Lessor and Lessee desire to extend the Term of this Lease for the Existing Units.
- H. The parties desire to amend the Lease as provided herein.

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 shall have the meanings defined therein when used in this Amendment, except that the term "Unit(s)" as used herein shall mean the Existing Units, the Additional Existing Unit, the Additional Units and the Terminated Units, except as otherwise explicitly provided herein.

2. This Amendment shall become effective on the date of its full execution by both parties.
3. The Term of this Lease commenced on August 29, 1994 for the Additional Existing Unit.
4. The Term of this Lease for the Terminated Units was terminated as of January 31, 1995.
5. Lessee accepted, assumed control, quiet enjoyment and possession of the Additional Units "AS IS" and "WHERE IS" on February 1, 1995.
6. Effective as of February 1, 1995, Annex A to the Lease is replaced by Annex A.1. attached hereto and all references in the Lease to Annex A shall be deemed to be Annex A.1.
7. Effective as of February 1, 1995, the following recital, Sections and Subsections of the Lease are amended as follows:

A. The first recital is hereby replaced by the following:

"WHEREAS, Lessor hereby represents that it has the right to lease the ninety-six (96) covered hopper railcars bearing reporting marks and numbers from within the series HJVX 10300-10399 (the '**Group A Unit(s)**') and the thirty-five (35) covered hopper railcars bearing reporting marks and numbers from within the series TNM 1000-1171 (the '**Group B Unit(s)**'), each group more fully described in Annex A.1. attached hereto (except as explicitly set forth herein, the Group A Units and the Group B Units collectively and individually called the '**Unit(s)**');"

B. Section 4 is hereby replaced by the following:

"4. A. The Term of this Lease (as defined in Section 4.C. (ii) below) for each Group A Unit shall be deemed to have commenced on the Delivery Date (as defined in Subsection 4.C.(i) below) for such Group A Unit and shall continue in full force and effect for all Group A Units through May 31, 1998 (the '**Group A Term**').

B. The Term of this Lease for the Group B Units shall be deemed to have commenced February 1, 1995 and shall continue in full force and effect for all Group B Units through May 31, 1998 ('**Group B Term**').

C. As used in this Lease the following terms shall have the following meanings:

(i) '**Delivery Date**' shall mean for each Group A Unit the date on which such Group A Unit was delivered to and

accepted by Lessee at the Delivery Point and shall mean February 1, 1995 for each Group B Unit.

(ii) 'Term of this Lease' shall mean the Group A Term and the Group B Term collectively and individually.

D. The obligations of Lessee hereunder (including, but not limited to, the obligations of Lessee under Sections 7, 10 and 12 hereof) shall survive the expiration or sooner termination of this Lease."

C. Subsection 5.A. is hereby replaced by the following:

"A. Effective as of February 1, 1995, Lessee shall pay to Lessor as rental for each Unit an amount of one thousand one hundred ten dollars (\$1,110.00) per Unit per quarter ('Rent'). Rent shall continue in effect for each Unit until such Unit is returned to Lessor at the end of the Term of this Lease, as hereafter provided in Section 12. Payment of Rent with respect to each Unit shall be made on the first day of each quarter in advance. Rent for any partial quarter shall be pro-rated on a daily basis, based upon the actual number of days elapsed and the actual number of days in the quarter. Payment of Rent shall be made to Lessor at the address specified in Section 18."

D. In Subsection 5.C. the words "This Lease is a lease which includes maintenance, however, except as provided in Section 10.F." are hereby replaced by the words "This Lease is (i) a net lease with respect to the Group A Units and (ii) a lease which includes maintenance for the Group B Units and, except as provided in 10.F. for the Group B Units only."

E. For the Group A Units only, Subsections 10.E., 10.F., 10.G. and 10.H. shall no longer apply and Subsections 10.C. and 10.D. shall be replaced by the following:

"C. Lessee shall at all times during the Term of this Lease, at its own cost and expense, cause each of the Units to be maintained, serviced and repaired so as to keep it in as good operating condition, working order, and repair as it was when it first became subject to this Lease, ordinary wear and tear excepted.

D. Subject to Section 8, Lessee agrees it will return each Unit to Lessor at the expiration of the Term of this Lease or sooner termination of this Lease in good order and repair, ordinary wear and tear

excepted, suitable for movement in the interchange system in conformity with all applicable laws and regulations including the AAR Code of Rules and FRA Railroad Freight Car Safety Standards. For the purpose of this Lease, 'ordinary wear and tear' shall be any condition not defined as unfair usage under the AAR Interchange Rules. A Unit shall be deemed to be in interchangeable condition if the Unit passes the normal industry interchange inspection."

8. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
9. This Amendment 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.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, each party, pursuant to due corporate authority, has caused this Amendment No. 1 dated as of April 19, 1995 to the Lease or Railroad Equipment dated as of May 9, 1994 to be executed by its authorized representative, on the date indicated below its signature.

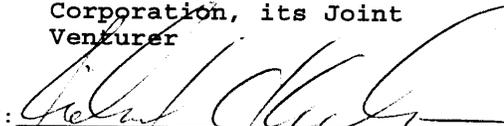
LESSOR

LESSEE

HELM LOCOMOTIVE LEASING

NORFOLK SOUTHERN RAILWAY  
COMPANY

By: Helm Equipment Leasing  
Corporation, its Joint  
Venturer

By:  By: \_\_\_\_\_  
Title: President Title: \_\_\_\_\_  
Date: April 24, 1995 Date: \_\_\_\_\_

IN WITNESS THEREOF, each party, pursuant to due corporate authority, has caused this Amendment No. 1 dated as of April 19, 1995 to the Lease or Railroad Equipment dated as of May 9, 1994 to be executed by its authorized representative, on the date indicated below its signature.

LESSOR

LESSEE

HELM LOCOMOTIVE LEASING

NORFOLK SOUTHERN RAILWAY  
COMPANY

By: Helm Equipment Leasing  
Corporation, its Joint  
Venturer

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

Title: President

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

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

Title: Manager Purchasing - Car

Date: April 26, 1995

STATE OF CALIFORNIA

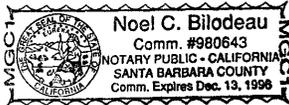
COUNTY OF SAN FRANCISCO

On April 24, 1995, before me, Noel C. Bilodeau, personally appeared Richard C. Kirchner, President of **HELM EQUIPMENT LEASING 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.



Noel C. Bilodeau  
SIGNATURE OF THE NOTARY

STATE OF VIRGINIA            )  
  ) §  
COUNTY OF ROANOKE        )

On this \_\_\_ day of \_\_\_\_\_, 1995, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn says that he is \_\_\_\_\_ of **NORFOLK SOUTHERN RAILWAY 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.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[Notarial Seal]

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On \_\_\_\_\_, 1995, before me, Noel C. Bilodeau, personally appeared Richard C. Kirchner, President of **HELM EQUIPMENT LEASING 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.

\_\_\_\_\_  
SIGNATURE OF THE NOTARY

STATE OF VIRGINIA            )  
CITY                            ) §  
COUNTY OF ROANOKE        )

On this 26 day of April, 1995, before me personally appeared Harry G. Fridge, to me personally known, who, being by me duly sworn says that he is Manager Purchasing - Car of **NORFOLK SOUTHERN RAILWAY 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.

*Mary Lou Ferris Reynolds*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 10-31-95

[Notarial Seal]

ANNEX A.1.

To the Lease of Railroad Equipment dated as of May 9, 1994, as amended, between Helm Locomotive Leasing and Norfolk Southern Railway Company

GROUP A UNITS

Equipment Description:

Ninety-six (96), 4,600 cubic foot, 100 ton capacity, three pocket, jumbo covered hopper railcars with trough hatches

Unit Numbers:

HJVX 10300-10344  
10346-10350  
10352  
10353  
10355-10370  
10372-10399

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GROUP B UNITS

Equipment Description:

Thirty-five (35), 4,427 cubic foot, 100 ton, trough hatch covered hopper railcars.

Unit Numbers:

TNM 1000, 1001, 1009, 1010, 1011, 1012, 1025, 1026, 1027, 1030,  
1031, 1035, 1045, 1046, 1056, 1063, 1080, 1084, 1092, 1100,  
1101, 1102, 1111, 1119, 1121, 1125, 1139, 1141, 1144, 1148,  
1155, 1160, 1165, 1167, 1171

EXHIBIT A

TERMINATED UNITS

Unit Numbers:

TNM 1002, 1003, 1004, 1006, 1007, 1008, 1013, 1014, 1015, 1016,  
1017, 1018, 1019, 1021, 1022, 1023, 1024, 1028, 1029, 1032,  
1033, 1034, 1036, 1037, 1038, 1039, 1040, 1042, 1043, 1044,  
1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1057,  
1058, 1059, 1060, 1068, 1077, 1078, 1079, 1086, 1094, 1105,  
1112, 1128, 1129, 1130, 1131, 1145, 1147, 1150, 1173, 1177,  
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