

HELM FINANCIAL CORPORATION

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

August 5, 1998

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

RECORDATION NO. 19475-A FILED

AUG 10 '98 11-19 AM

Dear Mr. Williams:

Enclosed are two (2) originals of **Amendment No. 2** dated June 19, 1998 to the Locomotive Lease Agreement dated as of May 12, 1995, as amended, between the following parties:

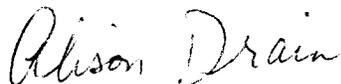
Lessor:	Helm Financial Corporation One Embarcadero Center, Suite 3700 San Francisco, CA 94111
Lessee:	Indiana Harbor Belt Railroad Company 2721 - 161st Street Hammond, IN 46323-1099

The equipment involved in this transaction is as follows:

Equipment: One (1) SW1500 locomotive.

Please file this amendment as a supplementary document to Recordation No. 19475 filed on June 20, 1995 and return one (1) stamped original to my attention. A check covering the twenty-six dollar (\$26.00) filing fee is enclosed.

Sincerely,



Alison Drain
Document Administrator

/ad
Enclosures (2)

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

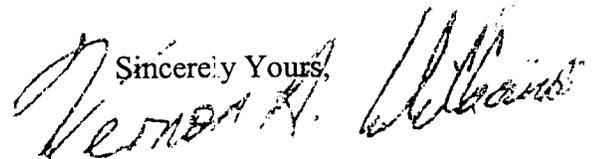
OFFICE OF THE SECRETARY

DATE:8/10/98

Alison Drain
Helm Financial Corporation
One Embarcadero Center, Ste. 3700
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 8/10/98 at 11:19AM, and
assigned recordation number(s). 21560, 21561, 21562, 21563,21564, 21565, 21566, 21567,
21568, 21568-A, 21569, 21570/21571, 21572, 21573, 21574,
21575, 21575-A, 13361-J, 19475-C, 20224-A, 20229-A,
20822-C, 20822-D, 20822-E, and 20959-B.

Sincerely Yours,


Vernon A. Williams

Enclosure(s)
676.00

\$-----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-----



AUG 10 '98 11-19 AM

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 ("Amendment") to the Locomotive Lease Agreement dated as of May 12, 1995, as amended ("Lease"), between HELM FINANCIAL CORPORATION ("Lessor"), and INDIANA HARBOR BELT RAILROAD COMPANY ("Lessee") is dated as of June 19, 1998.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which the three (3), SW1500 locomotives bearing the reporting mark and numbers IHB 1504, 1505 and 1506 ("Unit(s)") were leased by Lessor to Lessee.
- B. Lessor and Lessee desire to terminate the Lease early for the Units bearing the reporting marks and numbers IHB 1504 and 1506 ("Terminated Unit(s)").
- C. 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:

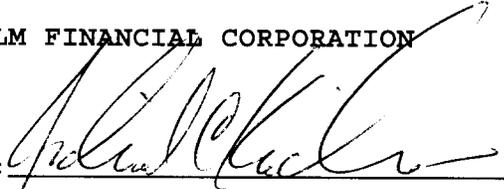
- 1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. Effective as of December 2, 1997 the Terminated Units are hereby terminated from the Lease.
- 3. Annex A.1. to the Lease is replaced by Annex A.2. attached hereto and all references in the Lease to Annex A.1. shall be deemed to refer to Annex A.2.
- 4. All reference in the Lease to the "Interstate Commerce Commission" or the "ICC" shall be deemed to refer to the "Surface Transportation Board of the Department of Transportation" and the "STB", respectively.
- 5. In Section 15., Lessor's address is hereby replaced by the following:
 "If to Lessor: Helm Financial Corporation
 One Embarcadero Center
 Suite 3700
 San Francisco, CA 94111
 FAX: 415-398-4816
 ATTN: President"
- 6. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
- 7. 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.

PH

IN WITNESS WHEREOF, each party, pursuant to due authority has caused this Amendment No. 2 to be signed in its respective corporate name as of the date first above written.

LESSOR

HELM FINANCIAL CORPORATION

By: 

Print Name: Richard C. Kirchner

Title: President

LESSEE

INDIANA HARBOR BELT RAILROAD COMPANY

By: 

Print Name: C H ALLEN

Title: GENERAL MANAGER

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ANNEX A.2.

To the Locomotive Lease Agreement dated as of May 12, 1995, as amended, between Helm Financial Corporation and Indiana Harbor Belt Railroad Company

Equipment Description:

One (1), SW1500 locomotive

Unit Number:

IHB 1505

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

On July 7, 1998, before me, Emma S. Ortega, personally appeared Richard C. Kirchner, President of **HELM FINANCIAL 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.



Emma Susan Ortega
SIGNATURE OF THE NOTARY

[Notarial Seal]

STATE OF INDIANA)
) S.S.
COUNTY OF LAKE)

On June 25, 1998, before me, Diane R. Pender personally appeared C.H. ALLEN, General Manager of **INDIANA HARBOR BELT RAILROAD COMPANY**,

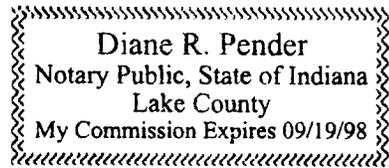
personally known to me -OR-

— 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.

Diane R. Pender
SIGNATURE OF THE NOTARY

[Notarial Seal]



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