

HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

VIA AIR COURIER

19523-A

August 9, 1995

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

Dear Ms. Lee:

Enclosed are two (2) originals of Amendment No. 1 dated July 7, 1995 to the Agreement dated as of June 19, 1995 between the following parties:

Lessor: Helm Financial Corporation
One Embarcadero Center, Suite 3500
San Francisco, CA 94111

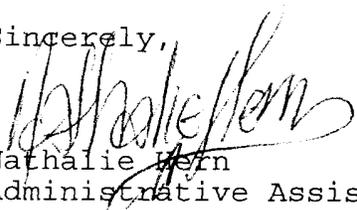
Lessee: Indiana Harbor Belt Railroad Company
2721 161st Street
Hammond, Indiana 46325

The equipment involved in this transaction is as follows:

Equipment: Three (3) locomotives (bearing the reporting mark & numbers ELCX 1501, 1502 and 1503)

Please file this agreement as a supplementary document to Recordation No. 19523 filed July 12, 1995. A cheque for the filing fee of \$21.00 is enclosed.

Sincerely,


Nathalie Wern
Administrative Assistant

/nh
Enclosures (2)

19523-A

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to the Locomotive Lease Agreement dated as of June 19, 1995 (the "Lease"), between HELM FINANCIAL CORPORATION ("Lessor") and INDIANA HARBOR BELT RAILROAD COMPANY ("Lessee") is made as of July 7, 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 (3), SW1500 locomotives bearing the reporting mark and numbers HLCX 1501, 1502 and 1503 (the "Unit(s)") were leased by Lessor to Lessee.
- B. Lessee desires to place Lessee's reporting mark on each Unit.
- 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. This Amendment shall become effective on the date of its full execution by both parties.
- 3. Subsection 2.B. of the Lease is hereby replaced by the following:
 - "B. Lessee shall, prior to placing any Unit into service, remark such Unit to bear the reporting marks and numbers provided in Annex A hereto ("Remark"). Lessee shall pay all costs associated with such Remark. Upon the expiration or earlier termination of this Lease for any Unit, Lessee shall, at its expense, remove Lessee's reporting mark from each Unit and place the reporting mark "HLCX" on such Unit."
- 4. 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 refer to Annex A.1.
- 5. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
- 6. 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.

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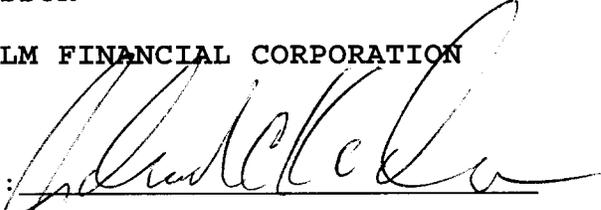
IN WITNESS THEREOF, each party, pursuant to due authority has caused this Amendment No. 1 dated July 7, 1995 to the Locomotive Lease Agreement dated as of June 19, 1995 to be signed in its respective corporate name on the date indicated below its signature.

LESSOR

LESSEE

HELM FINANCIAL CORPORATION

INDIANA HARBOR BELT RAILROAD
COMPANY

By: 

By: 

Title: President

Title: GENERAL MANAGER

Date: July 28, 1995

Date: JUL 21 1995

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ANNEX A.1.

To the Locomotive Lease Agreement dated as of June 19, 1995, as amended, between Helm Financial Corporation and Indiana Harbor Belt Railroad Company.

Equipment Description:

Three (3), SW1500 locomotives

Units Reporting Mark & Numbers:

IHB 1501

IHB 1502

IHB 1503

Dr