

HELM FINANCIAL CORPORATION

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

VIA AIR COURIER

March 18, 1996

Ms. Mildred Lee
Recordations Unit
Surface Transportation Board
Department of Transportation
12th and Constitution Avenue, N.W.
Washington, DC 20423

Dear Ms. Lee:

Enclosed are two (2) originals of Amedment No. 1 dated January 15, 1996 to the Agreement dated as of September 29, 1995 between the following parties:

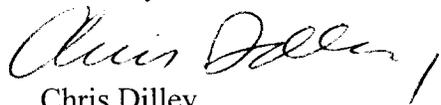
Lessor:	Helm Financial Corporation One Embarcadero Center, Suite 3700 San Francisco, CA 94111
Lessee:	Gateway Western Railway Company 15 Executive Drive Fairview Heights, IL 62208

The equipment involved in this transaction is as follows:

Equipment: Two (2) locomotives (See Schedule A.1. attached for reporting mark & numbers.)

Please file this agreement as a supplementary document to Recordation No. 19878 filed January 5, 1996. A cheque for the filing fee of \$21.00 is enclosed.

Sincerely,



Chris Dilley
Administrative Assistant

/cpd
Enclosures (2)

19878-A

19878-A

ICC ORIGINAL

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to the Net Locomotive Lease Agreement dated as of September 29, 1995 between HELM FINANCIAL CORPORATION ("Lessor") and GATEWAY WESTERN RAILWAY COMPANY ("Lessee") is made as of January 15, 1996 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 one (1) SW1500 locomotive bearing the reporting mark and number GWR 1505 was leased by Lessor to Lessee.
- B. Lessor and Lessee desire to add one (1) additional locomotive to the Lease.
- 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. Schedule A is hereby replaced by Schedule A.1. attached hereto, and all references to Schedule A in the Lease shall be deemed to refer to Schedule A.1.
- 4. In Section 1 of the Lease the definition "(the 'Unit')" is deleted in its entirety and is hereby replaced by the definition "(the 'Units(s)')", and the word "Unit" as used in the Lease shall be deemed to refer to the Units individually and collectively.
- 5. Section 3 of the Lease is hereby replaced by the following:

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- 6. Section 4 of the Lease is hereby replaced by the following:

19878-A

ICC ORIGINAL

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THIS AMENDMENT NO. 1 (the "Amendment") to the Net Locomotive Lease Agreement dated as of September 29, 1995 between HELM FINANCIAL CORPORATION ("Lessor") and GATEWAY WESTERN RAILWAY COMPANY ("Lessee") is made as of January 15, 1996 between Lessor and Lessee.

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- 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. Schedule A is hereby replaced by Schedule A.1. attached hereto, and all references to Schedule A in the Lease shall be deemed to refer to Schedule A.1.
- 4. In Section 1 of the Lease the definition "(the 'Unit')" is deleted in its entirety and is hereby replaced by the definition "(the 'Units(s)')", and the word "Unit" as used in the Lease shall be deemed to refer to the Units individually and collectively.
- 5. Section 3 of the Lease is hereby replaced by the following:

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- 6. Section 4 of the Lease is hereby replaced by the following:

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"4. Rent. Upon the Acceptance Date, Lessee shall pay to Lessor a daily rent for each Unit as follows:

<u>Reporting Mark and Number</u>	<u>Daily Rent</u>
GWWR 1505	
GWWR 1510	

Lessee shall pay the Daily Rent ('Rent') to Lessor on the first day of each month in advance. Rent shall continue in effect for each Unit, until such Unit is returned to Lessor in accordance with terms of this Lease. All payment of Rent shall be made directly to Lessor at its address for notices hereunder."

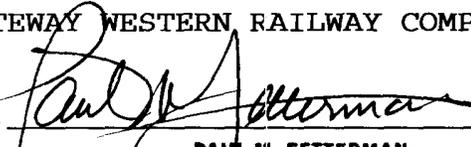
- Schedule B to the Lease is hereby replaced by Schedule B.1. attached hereto and all references to Schedule B in the Lease shall be deemed to refer to Schedule B.1.
- Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
- This Amendment 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.

IN WITNESS THEREOF, Lessor and Lessee each pursuant to due authority have caused this Amendment to be signed in their respective corporate names on the dates indicated below their signatures.

HELM FINANCIAL CORPORATION

GATEWAY WESTERN RAILWAY COMPANY

By: 

By: 

Title: President

Title: PAUL W. FETTERMAN

Date: March 1, 1996

Date: VICE PRESIDENT ENGINEERING
GATEWAY WESTERN RAILWAY CO.

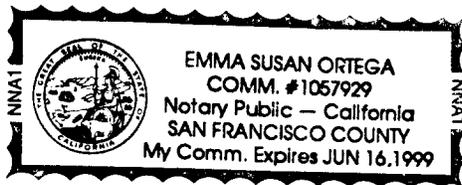
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STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On March 1, 1996, 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 ILLINOIS)
) S.S.
COUNTY OF ST CLAIR)

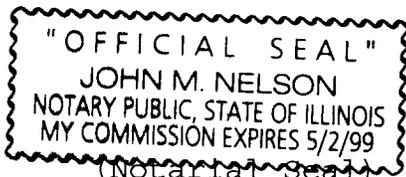
On FEB 21, 1996, before me, PAUL M. FETERMAN
personally appeared [Signature], VICE PRESIDENT of GATEWAY WESTERN RAILWAY COMPANY,

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.

[Signature]
SIGNATURE OF THE NOTARY



SCHEDULE A.1.

To the Net Lease Agreement dated as of September 29, 1995, as amended, between Helm Financial Corporation and Gateway Western Railway Company

<u>Equipment Description</u>	<u>Old Reporting Mark and Number</u>	<u>New Reporting Mark and Number</u>
One (1), 1500 horsepower, SW1500 diesel-electric locomotive with flexi-coil trucks; built by General Motors Corporation (Electro-Motive Division) in 1972.	HLCX 1507	GWWR 1505
One (1), MP15AC Locomotive	HLCX 1001	GWWR 1510

[Handwritten initials]

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SCHEDULE B.1.

To the Net Lease Agreement dated as of September 29, 1995, as amended, between Helm Financial Corporation and Gateway Western Railway Company

CASUALTY SCHEDULE

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