

# HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

VIA AIR COURIER

February 1, 1993

16718-B  
FEB 2 1993 3 01 PM

INTERSTATE COMMERCE COMMISSION

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

RE: Railroad Equipment Lease dated as of December 25, 1989 ("Lease") between Helm Financial Corporation and The Denver and Rio Grande Western Railroad Company

Dear Ms. Lee:

On behalf of Helm Financial Corporation, I submit for filing and recording, under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the following document:

Two (2) fully executed originals of Amendment No. 1 dated December 21, 1992 to the Lease ("Amendment No. 1") between Helm Financial Corporation and The Denver and Rio Grande Western Railroad Company.

In connection with the recording of Amendment No. 1, please note the following information:

Name and Address of Lessor: Helm Financial Corporation  
One Embarcadero Center, Suite 3500  
San Francisco, CA 94111

Name and Address of Lessee: The Denver and Rio Grande Western  
Railroad Company  
One Market Plaza, Room 303  
San Francisco, CA 94105

Equipment: One hundred eighty-three (183) Open Top  
Hopper Railcars (See Annex A.1. for Car  
Numbers)

Previous ICC Filing: Lease filed on January 11, 1990,  
Recordation No. 16718.

Please file Amendment No. 1 under the next available recordation number. The filing fee of sixteen dollars (\$16.00) is enclosed.

Sincerely,

  
Maureen Krieg  
Contracts Administrator

mek  
Enclosures (2)

**Interstate Commerce Commission**

Washington, D.C. 20423

2/2/93

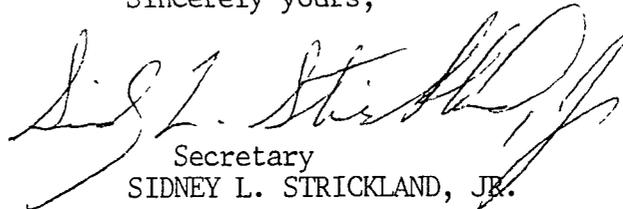
OFFICE OF THE SECRETARY

**Maureen Krieg-Contracts Adm.  
Helm Financial Corporation  
One Embarcadero Center  
San Francisco, CA. 94111**

Dear **Sirs:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/2/93** at **3:00PM**, and assigned recordation number(s). **16718-B, 17313-A and 17710-B.**

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

16718 B  
FEB 2 1993 3:00 PM

AMENDMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (the "Amendment") to the Lease of Railroad Equipment dated as of December 29, 1989, as amended (the "Lease"), between HELM FINANCIAL CORPORATION ("Lessor") and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY ("Lessee"), is made as of December 21, 1992 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease and a letter agreement dated March 6, 1991 pursuant to which one hundred two (102), 3600 cubic foot, 100-ton, open top hopper railcars bearing reporting marks and numbers from within the series DRGW 40119 - 40430 (the "Group A Unit(s)") and one hundred eighty-three (183), 100 ton, open top hopper railcars bearing reporting marks and numbers from within the series DRGW 7201 - 7233 (the "Group B Unit(s)") were leased by Lessor to Lessee.
- B. The parties desire to terminate the Lease for the Group A Units and to change the Lease Charges for the Group B Units during the remaining Term of the Lease.

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. Effective \_\_\_\_\_ the Term of the Lease will terminate in regard to each Group A Unit.
4. Any rental obligations under the Lease with respect to the Group A Units incurred prior to \_\_\_\_\_ shall survive the termination of the Lease with respect to such Group A Unit.
5. Effective \_\_\_\_\_ and continuing through \_\_\_\_\_ Lessee shall pay to Lessor as rent for each Group B Unit per Unit per month.
4. Effective \_\_\_\_\_ Lessee shall pay to Lessor as rent for each Group B Unit \_\_\_\_\_ per Unit per month.
5. Effective January 1, 1993, Annex A to the Lease shall be replaced by Annex A.1. attached hereto and wherever Annex A. appears in the Agreement it shall be Annex A.1.

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.

IN WITNESS THEREOF, the Lessor and Lessee, each pursuant to due corporate authority, has caused this Amendment to be executed by its authorized representative, and each of the undersigned hereto declare that the foregoing is true and correct and was executed on the date indicated below its signatures.

HELM FINANCIAL CORPORATION

THE DENVER AND RIO GRANDE  
WESTERN RAILROAD COMPANY

\* By: [Signature]

By: [Signature]

Title: President

Title: Managing Director Asset Management

Date: January 14, 1993

Date: January 7, 1993

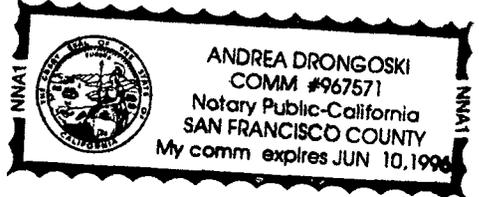
STATE OF CALIFORNIA )  
 ) S  
COUNTY OF SAN FRANCISCO )

On this 14 day of January, 1992, before me personally appeared Richard C. Kirchner, to me personally known, who, being by me duly sworn, says that he is President of **HELM FINANCIAL CORPORATION**, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Andrea Drongoski  
Notary Public

My Commission Expires: 6/10/96

[Notarial Seal]



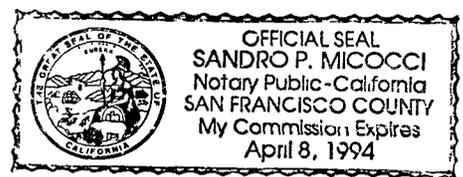
STATE OF CALIFORNIA )  
 ) S  
COUNTY OF SAN FRANCISCO )

On this 3<sup>RD</sup> day of JANUARY, 1992, before me personally appeared JAMES D. OSENDORF, to me personally known, who, being by me duly sworn, says that he is MAN. DIR. ASSET MGMT. of **THE DENVER AND RIO GRANDE WESTERN RAILROAD 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.

Sandro P. Micocci  
Notary Public

My Commission Expires: APRIL 8, 1994

[Notarial Seal]



ANNEX A.1.

to the Lease of Railroad Equipment between Helm Financial Corporation and The Denver and Rio Grande Western Railroad Company  
dated as of December 29, 1989, as amended

Group B Units

Equipment Description

Unit Numbers

One hundred fifty (150),  
one hundred (100) ton, 3,433  
cubic foot capacity, open top  
hopper cars.

DRGW 7001 - 7150

Thirty-three (33), one hundred  
(100) ton, 3,570 cubic foot  
capacity, open top hopper cars.

DRGW 7201 - 7233