

# HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

VIA AIR COURIER

September 2, 1993

16765-A  
RECORDED & FILED

SEP 3 1993 -2 45 PM

INTERSTATE COMMERCE COMMISSION

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

RE: Locomotive Lease Agreement dated as of January 18, 1990 ("Lease") between Helm Financial Corporation and Florida West Coast 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 May 10, 1993 to the Lease ("Amendment No 1") between Helm Financial Corporation and Florida West Coast Railroad Company.

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

<u>Name and Address of Lessor:</u>	Helm Financial Corporation One Embarcadero Center, Suite 3500 San Francisco, CA 94111
<u>Name and Address of Lessee:</u>	Florida West Coast Railroad Company 104 Northwest Lancaster Street Trenton, Florida 32693
<u>Equipment</u>	One (1) GP9, 1,750 horsepower, diesel electric locomotive (See Schedule A for Car Numbers)
<u>Previous ICC Filing:</u>	Lease filed on February 14, 1990, Recordation No. 16765.

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)

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INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

**THIS AMENDMENT NO. 1 ("Amendment") to the Locomotive Lease Agreement dated as of January 18, 1990 (the "Lease") between HELM FINANCIAL CORPORATION ("Lessor") and FLORIDA WEST COAST RAILROAD COMPANY ("Lessee") is made as of May 10, 1993 between Lessor and Lessee.**

**R E C I T A L S :**

- A. Lessor and Lessee are parties to the Lease pursuant to which one (1), GP9, 1,750 horsepower, diesel electric locomotive bearing the reporting marks and number OAR 669 (the "Locomotive") was leased by Lessor to Lessee.
- B. Lessor and Lessee desire to extend the term of the Lease for the Locomotive.
- C. The parties desire to amend the Lease as provided herein.

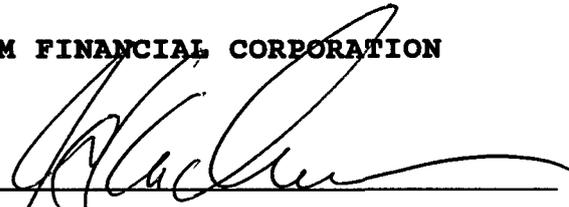
**NOW, THEREFORE,** in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- 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. Retroactive to April 1, 1993, the term of the Lease for the Locomotive shall be extended through ("Extended Term").
- 4. Effective as of April 1, 1993, Schedule B to the Lease shall be replaced by the attached Schedule B.1., and wherever Schedule B appears in the Lease is shall be deemed to be Schedule B.1.
- 5. In Section 23 of the Lease,
- 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, Lessor and Lessee, each pursuant to due authority, have caused these presents to be signed in their respective corporate names on the dates indicated below their signatures.

LESSOR

HELM FINANCIAL CORPORATION

*Paul*  
By:   
Title: President  
Date: July 23, 1993

LESSEE

FLORIDA WEST COAST RAILROAD  
COMPANY

By:   
Title: President  
Date: 7-10-93



**SCHEDULE B.1.**

**To the Locomotive Lease Agreement dated as of January 18, 1990, as amended, between Helm Financial Corporation and Florida West Coast Railroad Company**

**CASUALTY SCHEDULE**

**Lease Term Period  
(Months)**

**Settlement Value**