

HELM-PACIFIC LEASING
JOINT VENTURE

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

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INTERSTATE COMMERCE COMMISSION

VIA AIR COURIER

November 12, 1993

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

RE: First Amended and Restated Lease of Railroad Equipment dated as of November 21, 1990, as amended ("**Lease**") between Helm-Pacific Leasing and Tennsv, Inc.

Dear Ms. Lee:

On behalf of Helm-Pacific Leasing, 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. 4 dated February 25, 1993 to the Lease ("**Amendment**") between Helm-Pacific Leasing and Tennsv, Inc.

In connection with the recording of the Amendment, please note the following information:

Name and Address of Lessor: Helm-Pacific Leasing, a Joint Venture

By: Helm Pacific Corporation,
its Joint Venturer
c/o Helm Financial Corporation
One Embarcadero Center, Suite 3500
San Francisco, CA 94111

and

By: Union Pacific Venturer Leasing
Incorporated, its Joint Venturer
c/o Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

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Name and Address of Lessee: Tennsv, Inc.
2500 S. Broadway, Suite 250
Edmond, Oklahoma 73013

Equipment: Sixty (60) XL boxcars (See Annex
A.1. to the Amendment for Car
Numbers)

Previous ICC Filing: Memorandum of Lease filed on July
16, 1991, Recordation No. 17439.

Please file the Amendment 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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AMENDMENT NO. 4

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 4 (the "Amendment") to the First Amended and Restated Lease of Railroad Equipment dated as of November 21, 1990, as amended (the "Lease"), between HELM-PACIFIC LEASING ("Lessor") and TENNSV, INC. ("Lessee") is made as of February 25, 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 sixty (60), 60 foot, 100-ton, XL boxcars bearing the reporting marks and numbers TSVX 100-159 (the "Unit(s)") were leased by Lessor to Lessee.
- B. All the Units under the Lease and the seventy-seven (77), 60 foot, 100-ton, XL boxcars bearing the reporting marks and numbers TSVX 160-186, 189, 300-348 (the "Boxcar(s)") subject to the Lease of Railroad Equipment dated as of November 7, 1991, as amended ("1991 Lease"), between Lessor and Lessee, have been delivered to Lessee.
- C. Lessor and Lessee desire to amend the date on which the Interim Term of the Lease expires for the Units and to provide the average date of delivery for the Units and the Boxcars.
- D. Lessee desires to change the reporting marks on the Units.
- E. 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. Section 3 of Amendment No. 3 dated as of October 21, 1992 to the Lease and Section 4 of the Lease, as amended by Amendment 2, fully executed on August 22, 1991, are hereby replaced by the following:

Term of Lease. There shall be an interim term under this Lease with respect to each Unit ("Interim Term") which shall commence on the date of delivery of each Unit as provided in Section 2 hereof and shall continue through (the "Average Delivery Date"), at which time the "Fixed Term" of this Lease for all Units shall commence and shall continue until expiration on (the Interim Term and the

Fixed Term shall herein collectively be referred to as the "Term of this Lease")."

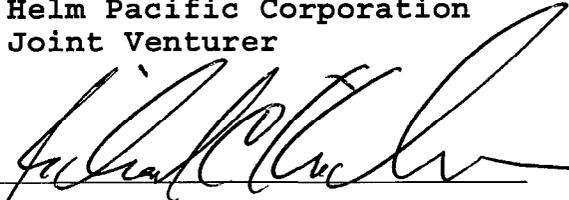
4. Retroactive to _____, the eighth sentence of Section 5 of the Lease, as amended by Amendment 1, fully executed on May 31, 1991, is hereby replaced by the following:

"Payment of Rent during the Fixed Term shall be made on the first day of each month in advance."
5. Lessee shall, at its expense, remark each Unit with the reporting marks provided in Annex A.1. attached hereto. Effective for each Unit on the date such Unit is remarked, Annex A is hereby replaced by Annex A.1., and all references to Annex A in the Lease shall be deemed to be Annex A.1.
6. The Casualty Schedule attached to the Lease as Annex B.1. is hereby replaced by Annex B.2. attached hereto, and all references to Annex B.1. in the Lease shall be deemed to be Annex B.2.
7. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
8. 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, each party, 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 signature.

HELM-PACIFIC LEASING
By: Helm Pacific Corporation
its Joint Venturer

TENNSV, INC.

By: 
Title: President
Date: 09/30/93

By: 
Title: Vice President
Date: 9/13/93

By: Union Pacific Venture
Leasing Incorporated
its Joint Venturer

By: D. Chandler Lewis
Title: President - UPVL
Date: 9-28-93

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

On this 13th day of Sept, 1993, before me personally appeared Rona J. Simmons, to me personally known, who, being by me duly sworn, says that he is vice-president of **TENNSV, INC.**, 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.

Martha Wissler
Notary Public

My Commission Expires: 1-11-96

[Notarial Seal]

ANNEX A.1.

to the First Amended and Restated Lease of Railroad Equipment
dated as of November 21, 1990, as amended
between Helm-Pacific Leasing and Tennsv, Inc.

Equipment Description

Sixty (60), sixty (60)
foot, one hundred (100)
ton, boxcars with inside
height at lease 10'9"

Unit Numbers

ECOX 100 - 159
(inclusive)

ANNEX B.1.

CASUALTY SCHEDULE

Month Subsequent to
Date Unit Accepted

Casualty Payment