

# HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

RECORDATION NO. 17511-E FILED FEB

FEB 24 1992 -9 40 AM

INTERSTATE COMMERCE COMMISSION

February 20, 1992

Ms. Mildred Lee  
Recordations Unit  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed is an Addendum 5 to Lease of Railroad Equipment between Helm Financial Corporation and Wheeling and Lake Erie Railway Company.

Please file this supplement as ICC Recordation 17511-E. The filing fee of \$16 is enclosed. Thank you.

Sincerely,



Annette Wolff  
Manager of Operations

AW/tw  
Enclosures

*Counterparts - May A. Cut*

FEB 24 9 36 AM '92  
MOTOR OPERATING UNIT

FEB 24 1992 -9 40 AM

INTERSTATE COMMERCE COMMISSION

ADDENDUM 5  
TO  
LEASE OF RAILROAD EQUIPMENT  
BETWEEN  
HELM FINANCIAL CORPORATION  
AND  
WHEELING AND LAKE ERIE RAILWAY COMPANY

The following is an Addendum to the Lease of Railroad Equipment (the "Lease") dated July 1, 1991, between Helm Financial Corporation and Wheeling and Lake Erie Railway Company.

Whereas, the Lessee desires to lease from the Lessor the Units more fully described in Annex A hereto;

Now, therefore, in consideration of the premises and or rentals to be paid and the covenants heretofore mentioned in the Lease, to be kept and performed by the Lessee, the Lessor hereby leases the Units to the Lessee upon the following terms and conditions:

1. Acceptance and Delivery of Units.

Lessee has accepted and has had use and possession of the sixty-six Units in Group A since January 1, 1991.

The Lessor agrees to furnish the Units in Group B in compliance with the FRA and AAR rules of interchange in effect at the time of delivery. The Lessee, at its expense, shall have the right to inspect and reject the Units in Group B at the Delivery Point (as defined below). Acceptance of the Units in Group B by the Lessee shall be evidenced by a "Certificate of Acceptance" in the form set forth in Annex B attached hereto, the execution of which shall constitute conclusive evidence of acceptance of the Units in Group B herein identified.

In the event any Unit in Group B presented for acceptance to Lessee is not in FRA and AAR interchange condition, then upon written notice of the same by the Lessee to Lessor, the Lessor, at its option shall either promptly cause said Unit(s) to be repaired or replaced (at no expense to Lessee) or exclude such Unit(s) from this Lease.

Lessor will delivery the Units in Group B to Lessee (at no expense to Lessee) at a mutually agreed upon CSX Transportation interchange point (hereinafter called "Delivery Point") and Lessee agrees to accept such delivery. The Lessee agrees to be responsible for any transportation

cost associated with moving the Units in Group B from receipt at the Delivery Point until the Units are returned to Lessor as provided in Section 12 of the Lease.

2. Term of Lease.

The interim term ("Interim Term") of this Addendum shall begin with respect to each Unit in Group A on December 1, 1991 and in Group B, upon delivery, and will continue through February 29, 1992, at which time the fixed term ("Fixed Term") of this Lease with respect to each Unit shall automatically commence and shall continue in full force and effect for a period of sixty (60) months thereafter (the Interim Term and the Fixed Term shall herein collectively be referred to as the "Term of this Lease".).

3. Rentals.

During the first month of the Interim Term Lessee shall pay to Lessor as rental for the Units in Group A an amount of \_\_\_\_\_ per Unit. During the remainder of the Interim Term Lessee shall pay to the Lessor \_\_\_\_\_ per Unit in Group A or Group B per day or portion of day used.

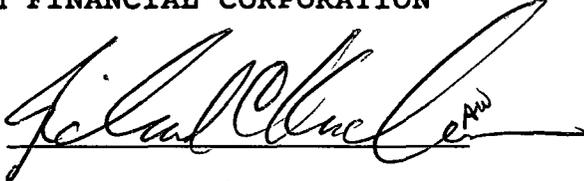
Upon commencement of the Fixed Term Lessee shall pay to Lessor as rental for the Units an amount of \_\_\_\_\_ per Unit per month ("Rent"). Rent shall continue in effect, with regard to each of the Units, until returned to Lessor at the end of the Term of this Lease, as heretofore provided in Section 12 of the Lease.

Payment of Rent shall be made on the first day of each month in arrears. Rent for partial months shall be prorated on a daily basis. Payment of Rent shall be made to Lessor at the address specified in Section 18 of the Lease.

Executed in four (4) original counterparts as of this 30 day of October, 1991.

IN WITNESS THEREOF, the Lessee and the Lessor, each pursuant to due authority, have caused these presents to be signed in their respective names.

HELM FINANCIAL CORPORATION

By: 

Title: President

Date: \_\_\_\_\_

WHEELING AND LAKE ERIE  
RAILWAY COMPANY

By: 

Title: President

Date: 11/13/91

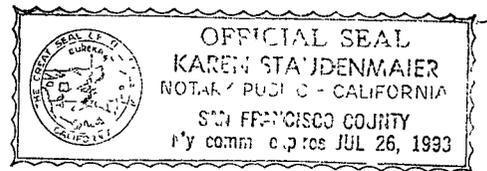
STATE OF CALIFORNIA )  
 ) S  
COUNTY OF SAN FRANCISCO )

On this 15<sup>th</sup> day of January, 1992, before me personally appeared Richard J. Vorchio 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.

Karen Staudenmaier  
Notary Public

My Commission Expires: July 26, 1993

[Notarial Seal]



STATE OF Ohio )  
 ) S  
COUNTY OF Stark )

On this 17 day of December, 1991, before me personally appeared J. B. McCarron, to me personally known, who, being by me duly sworn, says that he is President of Wheeling Lake Erie Railway, 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.

Paula Keller  
Notary Public

My Commission Expires: Oct. 18, 1995

[Notarial Seal]



ANNEX A  
TO  
ADDENDUM 5  
DATED AS OF OCTOBER 30, 1991

Group A

Equipment Description

Equipment Numbers

Sixty six (66) 3,600  
cubic foot, 100 ton  
capacity, open top coal  
hoppers, built in 1976  
by Greenville Steel Car.

WE	400751	400781
	400801	400821
	400841	400851
	400861	400871
	400881	400891
	400901	400911
	400921	400931
	400941	400961
	401291	402041
	401301	402051
	401311	402061
	401321	402071
	401381	402081
	401491	402201
	401591	402211
	401601	402221
	401611	402231
	401621	402241
	401631	402251
	401651	402291
	401661	402301
	401721	402321
	401731	402331
	401741	402341
	401751	402351
	401761	402501
	401771	402591
	401781	402601
	401991	402611
	402001	402641
	402011	402651
	402021	402661
	402031	402671

ANNEX A  
TO  
ADDENDUM 5  
DATED AS OF OCTOBER 30, 1991  
CONTINUED

Group B  
Equipment Description

Ninety-six (96) 3,600 cubic foot, 100-ton capacity, open top coal hoppers, built in 1976 by Greenville Steel Cars.

Equipment Numbers

WE	400001	WE	401361	WE	402911
WE	400021	WE	401371	WE	402921
WE	400031	WE	401411	WE	402941
WE	400041	WE	401421	WE	402951
WE	400051	WE	401441	WE	402971
WE	400071	WE	401451	WE	402981
WE	400091	WE	401461	WE	403001
WE	400141	WE	401471	WE	403031
WE	400151	WE	401681	WE	403071
WE	400201	WE	402111	WE	403091
WE	400241	WE	402151	WE	403101
WE	400251	WE	402161	WE	403111
WE	400281	WE	402271	WE	403131
WE	400291	WE	402371	WE	403151
WE	400311	WE	402381	WE	403201
WE	400341	WE	402391	WE	403251
WE	400361	WE	402401	WE	403301
WE	400371	WE	402411	WE	403381
WE	400391	WE	402421	WE	403401
WE	400421	WE	402621	WE	403421
WE	400431	WE	402701	WE	403451
WE	400491	WE	402721	WE	403501
WE	400501	WE	402731	WE	403511
WE	400521	WE	402781	WE	403521
WE	400581	WE	402801	WE	403541
WE	400611	WE	402811	WE	403571
WE	400621	WE	402821	WE	403591
WE	400631	WE	402831	WE	403671
WE	400651	WE	402841	WE	403681
WE	400701	WE	402851	WE	403701
WE	400731	WE	402861	WE	403731
WE	401331	WE	402881	WE	403831

ANNEX B

CERTIFICATE OF ACCEPTANCE

The undersigned, a duly authorized representative of **Wheeling and Lake Erie Railway Company** (the "Lessee"), does hereby certify that he has caused to be inspected and, on the date set out below, has accepted on behalf of the Lessee the following described Units of equipment, which Units are in good order, condition and repair and conform in all respects to the terms, provisions, requirements and standards of the certain Lease of Railroad Equipment dated as of July 1, 1991 between Helm Financial Corporation and Lessee.

<u>Equipment Description</u>	<u>No. of Units</u>	<u>Units Number</u>	<u>Date Accepted</u>
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Authorized Representative