

HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

RECORDATION NO. 17511-G FILED 0425

June 12, 1992

JUL 6 1992 - 10:40 AM

INTERSTATE COMMERCE COMMISSION

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

RE: Lease of Railroad Equipment dated as of July 1, 1991
("Lease") between Helm Financial Corporation and Wheeling
and Lake Erie Railway 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 Addendum 7 dated April 21, 1992 to the Lease ("Addendum 7") between Helm Financial Corporation ("Lessor") and Wheeling and Lake Erie Railway Company ("Lessee")

In connection with the recording of Addendum 7 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: Wheeling and Lake Erie Railway
Company
East 1st Street
Brewster, OH 44613

Equipment: Two hundred (200) open top coal
hopper cars

Previous ICC Filing: Lease of Railroad Equipment dated
as of July 1, 1991 between Helm
Financial Corporation and Wheeling
and Lake Erie Railway Company filed
on August 30, 1991 under
Recordation No. 17511 at 2:20 PM.

JUL 6 10 30 AM '92
MOTOR OPERATIONS UNIT

Please file Addendum 7 under the next available recordation number. The filing fee of sixteen dollars (\$16.00) is included in the enclosed check.

Sincerely,

A handwritten signature in cursive script, reading "Sharon L. Van Fossan". The signature is written in black ink and is positioned above the typed name.

Sharon L. Van Fossan
Contract Administrator

svf
Enclosures (2)

17511-G

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ADDENDUM 7
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.

The Lessor agrees to furnish the Units 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 at the Delivery Point (as defined below). Acceptance of the Units 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 herein identified.

[Handwritten signature]
and suitable aggregate loading

In the event any Unit 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 deliver the Units 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 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 term of this Addendum shall begin with respect to each Unit upon delivery to the Delivery Point, and will continue in full force and effect for nine (9) months after the delivery of the last Unit (hereinafter "**Term of this Lease**"). Lessee shall have the option to renew the Units subject to this Addendum on a month to month basis after the expiration of the initial term, upon mutual agreement of the parties.

3. Rentals.

Rent for each Unit shall be \$125.00 per Unit per month, payable on the last day of each month, in arrears. Rent shall be prorated if a Unit is not delivered to the Delivery Point by the first day of a calendar month or returned by Lessee on the last day of a calendar month. If a Unit is delivered to the Delivery Point after the first day of a calendar month the pro rata payment for that month will be added to, and paid with the following months rent.

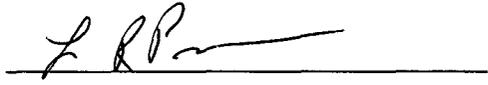
April Executed in four (4) original counterparts as of this 21st day of ~~March~~, 1992.

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: 4-20-92

WHEELING AND LAKE ERIE
RAILWAY COMPANY

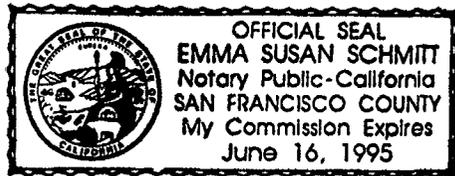
By: 
Title: President & CEO
Date: April 10, 1992

STATE OF CALIFORNIA)
) S
COUNTY OF SAN FRANCISCO)

On this 23rd day of April, 1992, before me personally appeared Richard C. Kuehner, 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.

Emma Susan Schmitt
Notary Public

My Commission Expires: June 16, 1995



[Notarial Seal]

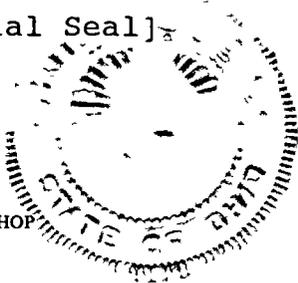
STATE OF Ohio)
) S
COUNTY OF Stark)

On this 10 day of April, 1992, before me personally appeared Harry B. Parsons, to me personally known, who, being by me duly sworn, says that he is President of Whiting & John Eric Pulway, 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 7

To Lease of Railroad Equipment

Dated as of July 1, 1991

<u>Equipment Description</u>	<u>Quantity</u>	<u>Equipment Numbers</u>
Two hundred (200) 3209 cubic foot, 100-ton capacity, roller bearing, four pocket open top coal hopper railcars built by Bethlehem Steel in 1966	200	to be provided HELX 580000 - 581000 Series (MAD)

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