

HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

VIA AIR COURIER

July 27, 1993

RECORDATION NO. 17511 FILED 1425

JUL 28 1993 10:00 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 8 dated June 17, 1993 to the Lease ("Addendum 8") between Helm Financial Corporation and Wheeling and Lake Erie Railway Company.

In connection with the recording of Addendum 8, please note the following information:

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

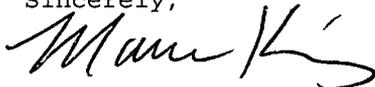
Name and Address of Lessee: Wheeling & Lake Erie Railway Company
100 East 1st Street
Brewster, OH 44616

Equipment: Thirty-five (35) open top hopper railcars (See Annex A for Car Numbers)

Previous ICC Filing: Lease filed on August 30, 1991, Recordation No. 17511.

Please file Addendum 8 under the next available recordation number. The filing fee of sixteen dollars (\$16.00) is enclosed.

Sincerely,



Maureen Krieg
Contracts Administrator

mek
Enclosures (2)

JUL 28 1993 10:00 AM

ADDENDUM 8

INTERSTATE COMMERCE COMMISSION

THIS ADDENDUM 8 ("Addendum") to the Lease of Railroad Equipment dated as of July 1, 1991 ("Lease") between HELM FINANCIAL CORPORATION ("Lessor") and WHEELING AND LAKE ERIE RAILWAY COMPANY ("Lessee") is made as of June 17, 1993 between Lessor and Lessee.

WHEREAS, Lessee desires to lease from 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 Lessee, Lessor hereby leases the Units to Lessee upon the following terms and conditions:

1. Acceptance and Delivery of Units.

- A. Lessor agrees to furnish the Units in compliance with the Federal Railroad Administration ("FRA" and Association of American Railroads ("AAR") rules of interchange in effect at the time of delivery. Lessee, at its expense, shall have the right to inspect and reject the Units prior to Lessor transporting the Units from their present location to the Delivery Point (as defined below). Acceptance of the Units by 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 therein identified.
- B. 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.
- C. Lessor will, at its expense, deliver the Units to Lessee at the CSX Transportation, Inc. interchange point located in Cary, Ohio (hereinafter called "Delivery Point") and Lessee agrees to accept such delivery. 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.

- A. The term of the Lease for the Units covered under this Addendum shall commence for each Unit on the date such Unit is delivered to Lessee at the Delivery Point ("Delivery Date") and shall continue for all Units from the first day of the month following the Delivery Date of the last Unit (each such calendar month the "Term of this Lease").

B.

3. Rentals.

A. Lessee shall pay to Lessor as rental for the Units an amount of _____ per Unit per month ("**Rent**"). Rent shall become effective for each Unit on the Delivery Date for such Unit and shall continue in effect until such Unit is returned to Lessor at the end of the Term of this Lease, as heretofore provided in Section 12 of the Lease.

B. Lessee shall pay Rent to Lessor on the first day of each month in advance at the address specified in Section 18 of the Lease. Rent for any partial month shall be prorated on a daily basis.

4. Return of the Units Upon Expiration or Termination of the Lease.

The return provisions of Section 12 of the Lease shall apply for the Units covered under this Addendum except that Lessee shall (a) return each Unit to Lessor at either the Norfolk Southern interchange point located in Bellevue, Ohio or any other interchange point mutually agreed to by the parties, (b) store the Units on its tracks free of charge for a period of thirty (30) days and (iii) return each Unit to Lessor in the return condition as provided in Section 10 of the Lease, which shall include fully functional gates.

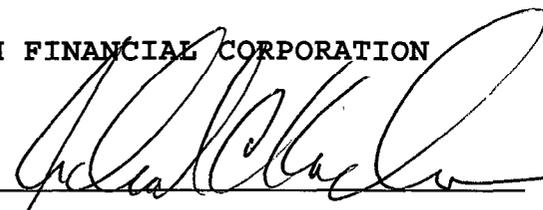
IN WITNESS WHEREOF, Lessor and Lessee, each pursuant to due corporate authority, has caused this Lease to be executed by its authorized representative, and each of the undersigned hereto declare that the foregoing is true and correct and was executed on the date indicated below its signature.

LESSOR

LESSEE

HELM FINANCIAL CORPORATION

WHEELING AND LAKE ERIE RAILWAY COMPANY

By: 

By: 

Title: President

Title: President & CEO

Date: July 9, 1993

Date: June 21, 1993

STATE OF CALIFORNIA

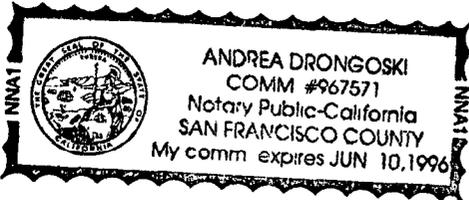
COUNTY OF SAN FRANCISCO

On July 9, 1993, before me, Andrea Drongoski personally appeared Richard C. Kirchner, President of **HELM FINANCIAL CORPORATION**,

X personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Andrea Drongoski
SIGNATURE OF THE NOTARY

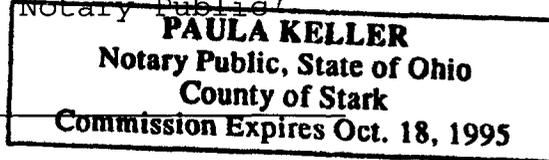
STATE OF OHIO)

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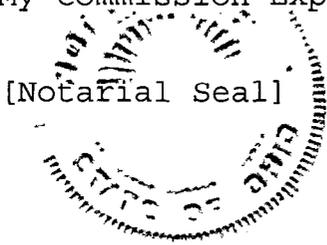
COUNTY OF STARK

On this 21 day of June, 1993, before me personally appeared Larry B. Parsons to me personally known, who, being by me duly sworn says that he is President & CEO of **WHEELING AND LAKE ERIE RAILWAY 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.

Paula Keller
Notary Public



My Commission Expires:



ANNEX A

To Addendum 8 dated June 17, 1993 to the Lease of Railroad Equipment dated as of July 1, 1991 between Lessor and Lessee

Equipment Description:

Thirty-five (35), 2,100 cubic foot, rapid discharge, open top hopper railcars built by National Steel Car Corporation in 1974.

| <u>Unit Number</u> | | | <u>Unit Number</u> | | |
|--------------------|------|--------|--------------------|------|--------|
| 1. | HLMX | 351059 | 19. | HLMX | 351112 |
| 2. | HLMX | 351062 | 20. | HLMX | 351113 |
| 3. | HLMX | 351068 | 21. | HLMX | 351120 |
| 4. | HLMX | 351071 | 22. | HLMX | 351121 |
| 5. | HLMX | 351074 | 23. | HLMX | 351123 |
| 6. | HLMX | 351075 | 24. | HLMX | 351125 |
| 7. | HLMX | 351079 | 25. | HLMX | 351127 |
| 8. | HLMX | 351084 | 26. | HLMX | 351128 |
| 9. | HLMX | 351088 | 27. | HLMX | 351130 |
| 10. | HLMX | 351090 | 28. | HLMX | 351134 |
| 11. | HLMX | 351091 | 29. | HLMX | 351135 |
| 12. | HLMX | 351093 | 30. | HLMX | 351140 |
| 13. | HLMX | 351095 | 31. | HLMX | 351148 |
| 14. | HLMX | 351097 | 32. | HLMX | 351154 |
| 15. | HLMX | 351102 | 33. | HLMX | 351157 |
| 16. | HLMX | 351107 | 34. | HLMX | 351164 |
| 17. | HLMX | 351109 | 35. | HLMX | 351174 |
| 18. | HLMX | 351111 | | | |

ANNEX B

CERTIFICATE OF ACCEPTANCE AND DELIVERY

The undersigned, a duly authorized representative of **WHEELING AND LAKE ERIE RAILWAY COMPANY ("Lessee")**, does hereby certify that he has caused to be inspected and, on the date set out below, has accepted on behalf of 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 June 17, 1993 between Helm Financial Corporation and Lessee.

Equipment Description:

2,100 cubic foot, rapid discharge, open top hopper railcar(s) built by National Steel Car Corporation in 1974.

| <u>Unit Number</u> | <u>Date Accepted</u> | <u>Delivery Date</u> |
|--------------------|----------------------|----------------------|
|--------------------|----------------------|----------------------|

AUTHORIZED REPRESENTATIVE:

By: _____

Title: _____

Date: _____