

HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

June 12, 1992

RECORDATION NO. 17683 - A
FILED 1425

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

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, two (2) executed counterparts of a document entitled Amendment 1 (the "Amendment") to the Lease of Railroad Equipment dated as of December 1991 between Helm-Pacific Leasing and SouthRail Corporation, which should be included as part of the filing recorded on January 23, 1992 at 3:20 PM, Recordation No. 17683, as the next available number.

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

Names and Addresses of Executing Parties:

Helm-Pacific Leasing ("Lessor")
By: Helm Pacific Corporation
its Joint Venturer
One Embarcadero Center, Suite 3500
San Francisco, CA 94111

Union Pacific Venture Leasing Corporation
its Joint Venturer
1416 Dodge Street
Omaha, NE 68179

SouthRail Corporation ("Lessee")
111 East Capital Street, Suite 500
Jackson, MS 39201

MidSouth Corporation ("Guarantor")
111 East Capital Street, Suite 500
Jackson, MS 39201

Equipment: Forty-two (42) covered hoppers bearing the reporting marks and numbers as provided on Annex A.1 to the Amendment.

JUL 6 10 29 AM '92
MOTOR OF HEATING UNIT

Summary of Document to Appear in ICC Index:

"Amendment 1"

Payment of 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

REGISTRATION NO. 17683 - A
FILED 1992

AMENDMENT 1
TO
LEASE OF RAILROAD EQUIPMENT JUL 6 1992 - 10⁴⁰ AM
BETWEEN
HELM-PACIFIC LEASING INTERSTATE COMMERCE COMMISSION
AND
SOUTHRAIL CORPORATION
dated December 1991

Helm-Pacific Leasing ("Lessor"), Southrail Corporation ("Lessee") and MidSouth Corporation ("Guarantor") have heretofore entered into a Lease of Railroad Equipment ("Lease") dated December 1991 covering sixty (60) covered hoppers ("Original Unit(s)").

WHEREAS, Lessor and Lessee desire to replace forty-two (42) Original Units ("Rejected Unit(s)") with forty-two (42) Replacement Units ("Replacement Unit(s)"),

WHEREAS, Lessor and Lessee desire to change the rental for the Original Units and the Replacement Units;

NOW THEREFORE, the parties wish to amend the Lease to reflect the following changes:

Annex A.1 attached hereto shall be added to the Lease to reflect the replaced Original Units and the Replacement Units.

The first paragraph of Section 5. Rentals shall be canceled and superseded by the following:

"Rentals. Lessee shall pay to Lessor as rental for the Original Units an amount of three hundred seventy-five dollars (\$375.00) per Unit per month ("Original Rent"). Original Rent shall become effective, with regard to each of the Units, upon the date of the delivery and acceptance of each Unit as provided in Section 2 hereof, and shall continue in effect, with regard to each of the Original Units until interchanged to the Union Pacific Railroad ("UP") at Shreveport, LA or for the Original Units which are not part of the Rejected Units on April 1, 1992. Lessee shall pay to Lessor as rental for the Replacement Units an amount of three hundred fifty dollars (\$350.00) per Unit per month ("Replacement Rent"). Replacement Rent shall become effective, with regard to the Replacement Units upon the date each such Replacement Unit is released from the Southern States repair shop. Replacement Rent shall become effective for the remaining Original Units upon the date the last Replacement Unit is released for the designated repair shop at Louisville, MS. The Original Rent and Replacement Rent shall herein collectively be referred to as "Rent."

All other terms and conditions of the Lease shall remain in full force and effect.

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

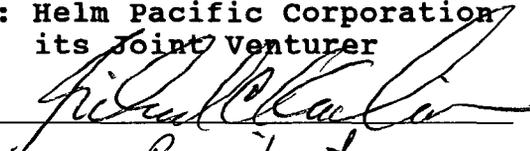
LESSOR

HELM-PACIFIC LEASING

By: Helm Pacific Corporation
its Joint Venturer

By

Title

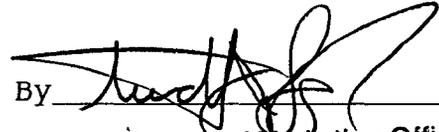

Resident

LESSEE

SOUTHRAIL CORPORATION

By

Title


VP-Chief Marketing Officer

By: Union Pacific Venture
Leasing Corporation
its Joint Venturer

By

Title

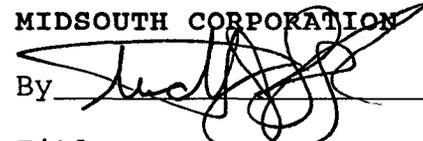
D. Chandler Lewis
President

GUARANTOR

MIDSOUTH CORPORATION

By

Title


VP-Chief Marketing Officer

STATE OF CALIFORNIA)
) S
COUNTY OF SAN FRANCISCO)

On this 14th day of May, 1992, before me personally appeared Richard C. Kirchner, to me personally known, who, being by me duly sworn, says that he is President of HELM PACIFIC CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as a joint venture partner of Helm-Pacific Leasing.

La Ronda A. Gaines
Notary Public

My Commission Expires: June 9, 1995

[Notarial Seal]

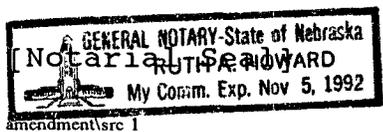


STATE OF NEBRASKA)
) S
COUNTY OF DOUGLAS)

On this 13 day of May, 1992, before me personally appears D. Charles Lewis, to me personally known, who being by me duly sworn says that he is a President of UNION PACIFIC VENTURE LEASING CORPORATION, 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 as a joint venture partner of Helm-Pacific Leasing.

Patricia G. Howard
Notary Public

My Commission Expires: 11/5/92



STATE OF MISSISSIPPI)
) S
COUNTY OF HINDS)

On this 18th day of MAY, 1992, before me personally appears TIMOTHY J. LEGIER, to me personally known, who being by me duly sworn says that he is a VP-CH. MKTG OFFICR of **SOUTHRAIL CORPORATION**, 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.

Alyria T. Holland
Notary Public

My Commission Expires: My Commission Expires Aug. 11, 1994

[Notarial Seal]

STATE OF MISSISSIPPI)
) S
COUNTY OF HINDS)

On this 18th day of MAY, 1992, before me personally appears TIMOTHY J. LEGIER, to me personally known, who being by me duly sworn says that he is a VP-CH. MKTG OFFICR of **MIDSOUTH CORPORATION**, 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.

Alyria T. Holland
Notary Public

My Commission Expires: My Commission Expires Aug. 11, 1994

[Notarial Seal]

ANNEX A.1

<u>Original Units</u>	<u>Replaced Units</u>
SR 25003	CHTT 200200
25004	200201
25005	200202
25006	200203
25007	200204
25008	200205
25011	200206
25012	200207
25014	200208
25019	200209
25020	200210
25021	200211
25024	200212
25026	200213
25027	200214
25029	200215
25030	200216
25031	200217
25032	200218
25033	200219
25036	200220
25037	200221
25039	200222
25040	200223
25041	200224
25042	200225
25043	200226
25044	200227
25045	200228
25046	200229
25047	200230
25048	200231
25049	200232
25050	200233
25051	200234
25052	200235
25053	200236
25054	200237
25055	200238
25057	200239
25059	200240
25060	200241