

**HELM-PACIFIC LEASING**  
JOINT VENTURE

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

VIA AIR COURIER

October 14, 1993

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

SEARCHED TO 17728-A  
INDEXED TO 17728-A

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INTERSTATE COMMERCE COMMISSION

RE: Rail Car Sublease Agreement dated as of April 1, 1992 ("Lease") between Union Pacific Railroad Company and Helm-Pacific Leasing

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. 1 dated February 26, 1993 to the Lease ("Amendment No. 1") between Union Pacific Railroad Company and Helm-Pacific Leasing.

In connection with the recording of Amendment No. 1, please note the following information:

Name and Address of Lessor: Union Pacific Railroad Company  
1416 Dodge Street  
Omaha, NE 68179

Name and Address of Lessee: 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

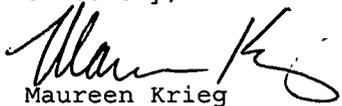
By: Union Pacific Venture Leasing Corporation,  
its Joint Venturer  
1416 Dodge Street  
Omaha, NE 68179

Equipment: Sixty-five (65) Side Dump Railcars (See Annex A.1 to the Lease for Car Numbers)

Previous ICC Filing: Memorandum of Lease filed on March 16, 1992, Recordation No. 17728.

Please file Amendment No. 1 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. 1

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to the Agreement dated as of October 15, 1991 (the "Lease") between UNION PACIFIC RAILROAD COMPANY ("Lessor") and HELM-PACIFIC LEASING ("Lessee") is made as of February 26, 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 twenty-three (23) side dump railcars ("Existing Equipment") were leased by Lessor to Lessee.
- B. The parties desire to add forty-two (42), side dump railcars to the Lease ("Additional Equipment") and to extend the term of the Lease for the Existing Equipment and Additional Equipment (Existing Equipment and Additional Equipment individually and collectively the "Equipment").

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. The first Recital on page one (1) of the Lease is hereby replaced by the following:  
  
"The Lessee desires to lease sixty-five (65) Heavy Bad Order ("HBO") cars which are identified on Exhibit A.1., hereto attached (hereinafter collectively the "Equipment")."
- 4. Exhibit A to the Lease is replaced by Exhibit A.1. and all references to Schedule A and Exhibit A in the Lease shall be deemed to be Exhibit A.1.
- 5. Effective \_\_\_\_\_, the term of the Lease for the Equipment shall be extended through \_\_\_\_\_; provided, however, that the Lease has not been terminated early pursuant to Section 4 of the Lease.
- 6. Exhibit B to the Lease is replaced by Exhibit B.1. and all references to Exhibit B in the Lease shall be deemed to be Exhibit B.1.
- 7. Exhibit C to the Lease is replaced by Exhibit C.1. and all references to Exhibit C in the Lease shall be deemed to be Exhibit C.1.

8. The last sentence of the second paragraph of Section 8 on page four (4) of the Lease is hereby replaced by the following:

"For purposes of this Section the term "Casualty Value" shall be \_\_\_\_\_, less the Unamortized Repair Cost as set forth in Exhibit C.1. for the Existing Equipment and Exhibit D for the Additional Equipment."

9. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.

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

UNION PACIFIC RAILROAD COMPANY

HELM-PACIFIC LEASING COMPANY  
Helm Pacific Corporation,  
its Joint Venture Partner

By: Jerry J. Halenker  
Title: AVP  
Date: 9/30/93

By: [Signature]  
Title: President  
Date: 10/01/93

and

Union Pacific Venture Leasing  
Corporation, its Joint Venture  
Partner

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



STATE OF NEBRASKA            )  
  ) §  
COUNTY OF DOUGLAS         )

On this 30 day of October, 1993, before me personally appeared Gregory J. Kerkula to me personally known, who, being by me duly sworn, says that he is AVP of **UNION PACIFIC RAILROAD 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.

Ruth A. Howard  
Notary Public

My Commission Expires: 11/5/96



EXHIBIT A.1.

to

AGREEMENT dated as of October 15, 1991, as amended

<u>Equipment Description</u>	<u>Existing Unit Numbers</u>
Nineteen (19), fifty (50) cubic yard Magor and Difco Side Dump Railcars	MP 55109, 55115, 55117, 55118, 55123, 55132, 55161, 55171, 55177, 55182, 55184, 55196, 55219, 55222, 55227, 55230, 55710, 55714, 55728
Four (4), forty (40) cubic yard Magor Side Dump Railcars	UP 908003, 908011, 908013, 908021

<u>Equipment Description</u>	<u>Additional Unit Numbers</u>
Thirty-five (35), fifty (50) cubic yard Difco Side Dump Railcars	MP 55101, 55102, 55103, 55107, 55110, 55114, 55116, 55128, 55129, 55133, 55134, 55136, 55137, 55143, 55146, 55147, 55150, 55152, 55163, 55166, 55178, 55187, 55194, 55198, 55205, 55215, 55220, 55224, 55229, 55237, 55711, 55717, 55718, 55721, 55726
Seven (7), forty (40) cubic yard Side Dump Railcars	UP 908002, 908007, 908014, 908015, 908017, 908019, 908026

**EXHIBIT B.1.**

to

**AGREEMENT dated October 15, 1991, as amended**

Effective April 16, 1995, Lessor and Lessee agree that Lessor shall have the unilateral right to terminate this Agreement on the dates and upon payment by Lessor to Lessee of the amounts set forth in this Exhibit B.1.

Date

Termination Payment  
Per Additional Unit Only

EXHIBIT C.1.

to

AGREEMENT dated October 15, 1991, as amended

Date

Casualty Schedule Per Existing Unit

EXHIBIT D

to

AGREEMENT dated October 15, 1991, as amended

Date

Casualty Schedule Per Additional Unit