

# HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

VIA AIR COURIER

March 28, 1995

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

RECORDATION NO. *18288-B*  
FILED 1995

MAR 29 1995 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Enclosed are two (2) originals of Amendment No. 2 dated December 30, 1994 to the Lease of Railroad Equipment dated as of April 1, 1993 between the following parties:

Lessor: HM Joint Venture  
One Embarcadero Center, Suite 3500  
San Francisco, CA 94111

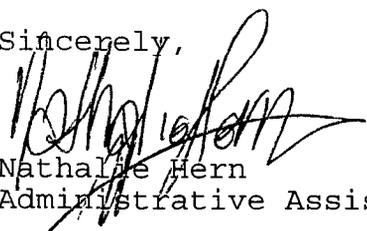
Lessee: Arch Coal Sales Company, Inc.  
City Place One, Suite 350  
St. Louis, MO 63141-7056

The equipment involved in this transaction is as follows:

Equipment: Forty-one (41), open top hopper railcars  
(see Annex A.2 attached for reporting  
mark & numbers)

Please file this agreement as a supplementary document to Recordation No. 18288 filed June 1993. A cheque for the filing fee of \$21.00 is enclosed.

Sincerely,

  
Nathalie Hern  
Administrative Assistant

/nh  
Enclosures (2)

wp/fileamen.icc

RECORDATION NO. 18288-B FILED 1495

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AMENDMENT NO. 2 FEDERAL COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (the "Amendment No. 2") to the Lease of Railroad Equipment dated as of April 1, 1993, as amended, (the "Lease") between HM JOINT VENTURE ("Lessor") and ARCH COAL SALES COMPANY, INC., as assignee of ARCH TRANSPORTATION CORPORATION ("Lessee") is made as of December 30, 1994 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which the forty-one (41) open top coal hopper railcars more fully described in Annex A.1. to the Lease (the "Group A Unit(s)") were delivered and leased by Lessor to Lessee.
- B. On August 1, 1994 Mansbach Realty Company, a general partner of HM Joint Venture, transferred and assigned to Helm Financial Corporation all its rights, title and interest in and to the Units and the Lease.
- C. Lessor and Lessee desire to add to the Lease the two hundred (200) open top coal hopper railcars more fully described in Annex A.2. attached hereto as the "Group B Unit(s)" and the "Group C Unit(s)".
- D. Lessor and Lessee recognize Lessee's desire to take the First Renewal Term option as provided in the Lease.
- E. Lessor and Lessee desire to change the Rent for the remaining Lease Term, and to change the Renewal Lease Rate during the First Renewal Term and Second Renewal Term for all the "Units", as defined hereinbelow.
- F. The parties desire to amend the Lease as provided herein.

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 No. 2, and except as explicitly set forth herein, "Unit(s)" as used in the Lease shall mean each Group A Unit, Group B Unit and Group C Unit.
- 2. This Amendment No. 2 shall become effective on the date of its full execution by both parties.
- 3. Lessor and Lessee recognize that the reporting mark "HMJV" as provided in Annex A.1. to the Lease for the Group A Units is incorrect and the correct reporting mark for such Units is "HMJX".

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4. Lessee hereby agrees to accept the First Renewal Term option as provided in Section 2 of the Lease and as amended herein.
5. The Lease Term and Rent shall commence for each Group C Unit upon the date such Group C Unit is delivered by Lessor to Lessee at an interchange point on the railroad lines of the CSX Transportation, Inc., as mutually agreed upon by Lessor and Lessee.
6. Effective as of January 1, 1995:
  - A. Lessor and Lessee shall deem the Group B Units delivered to and accepted by Lessee "as is", "where is", and the Lease Term and Rent shall commence for each Group B Unit.
  - B. Rent, during the original Lease Term, shall be increased, and the Renewal Lease Rate shall be decreased, for each Unit, to \_\_\_\_\_ per Unit per month.
  - C. Annex A.1. is replaced by Annex A.2. attached hereto and all references to Annex A in the Lease shall be deemed to be Annex A.2.
  - D. Annex C "**Casualty Schedule**" is replaced by Annex C.1. attached hereto and all references to Annex C in the Lease shall be deemed to be Annex C.1.
7. Effective as of January 1, 1998, the Renewal Lease Rate shall increase to \_\_\_\_\_ per Unit per month.
8. Except as expressly modified by this Amendment No. 2 all terms and provisions of the Lease shall remain in full force and effect.
9. This Amendment No. 2 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.

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IN WITNESS THEREOF, each party, pursuant to due corporate authority, has caused this Amendment No. 2 dated December 30, 1994 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

HM JOINT VENTURE  
a Kentucky Joint Venture

ARCH COAL SALES COMPANY, INC.

By: HELM EQUIPMENT LEASING  
CORPORATION, a general  
partner

By:   
Title: EVP  
Date: 3-10-95

By:   
Title: VP - Transp. + Distrib.  
Date: 3/4/95

and

By: HELM FINANCIAL CORPORATION,  
a general partner

By:   
Title: President  
Date: 3-10-95

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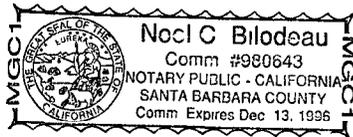
STATE OF CALIFORNIA )  
 ) §  
COUNTY OF SAN FRANCISCO )

On March 13, 1995, before me, the undersigned,  
personally appeared ~~William M. Peterson~~, Vice President of HELM  
EQUIPMENT LEASING CORPORATION, DAVID R. Eckles

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.



Noel C Bilodeau  
SIGNATURE OF THE NOTARY

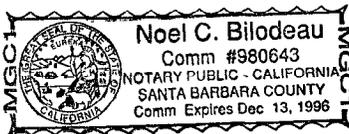
STATE OF CALIFORNIA )  
 ) §  
COUNTY OF SAN FRANCISCO )

On March 13, 1995, before me, the undersigned,  
personally appeared ~~John F. Dains, Senior Vice President, Chief~~  
~~Financial Officer~~ of HELM FINANCIAL CORPORATION, Richard C. Kirchner,  
President

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.



Noel C Bilodeau  
SIGNATURE OF THE NOTARY

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STATE OF MISSOURI       )  
                                  ) §  
COUNTY OF ST. LOUIS    )

On this 8<sup>th</sup> day of March, 1995, before me personally appeared Gill Starman, to me personally known, who being by me duly sworn, says that he is V.P. Transportation Unit of ARCH COAL SALES COMPANY, INC., as assignee of ARCH TRANSPORTATION 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.

Patricia K. Godard  
Notary Public



My Commission Expires: June 7, 1997

[Notarial Seal]

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ANNEX A.2.

to the Lease of Railroad Equipment between HM Joint Venture and Arch Coal Sales Company, Inc., as assignee of Arch Transportation Corporation, dated April 1, 1993, as amended.

Group A Units Equipment Description:

Forty-one (41), 3,422 cubic foot, 100-ton capacity, roller bearing, three pocket open top coal hopper railcars; manufactured by Bethlehem Steel in 1967.

Group A Units Reporting Mark & Numbers:

HMJX 87009	HMJX 87280
HMJX 87288	HMJX 87277
HMJX 87296	
HMJX 87306	
HMJX 87308	
HMJX 87316	
HMJX 87336	
HMJX 87337	
HMJX 87342	
HMJX 87357	
HMJX 87367	
HMJX 87378	
HMJX 87399	
HMJX 87454	
HMJX 87459	
HMJX 87466	
HMJX 87467	
HMJX 87471	
HMJX 87472	
HMJX 87476	
HMJX 87499	
HMJX 87293	
HMJX 87021	
HMJX 87026	
HMJX 87046	
HMJX 87072	
HMJX 87086	
HMJX 87110	
HMJX 87138	
HMJX 87160	
HMJX 87184	
HMJX 87192	
HMJX 87195	
HMJX 87205	
HMJX 87219	
HMJX 87233	
HMJX 87249	
HMJX 87254	
HMJX 87259	

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ANNEX A 2 – Continued

to the Lease of Railroad Equipment between HM Joint Venture and Arch Coal Sales Company, Inc , as assignee of Arch Transportation Corporation, dated April 1, 1993, as amended

**Group B Units Equipment Description:**

One hundred sixty-five (165), 3,209 cubic foot, 100-ton, roller bearing, four pocket, open top coal hopper railcars, built by Bethlehem Steel in 1966, Rebuilt by Mansbach Metal in 1986-87, however, did not receive AAR rebuilt status

**Group B Units Reporting Mark & Numbers:**

HMJX	580004	HMJX	580533	HMJX	580886	HMJX	581222
HMJX	580020	HMJX	580537	HMJX	580895	HMJX	581225
HMJX	580070	HMJX	580547	HMJX	580900	HMJX	581237
HMJX	580112	HMJX	580564	HMJX	580912	HMJX	581243
HMJX	580126	HMJX	580571	HMJX	580915	HMJX	581245
HMJX	580129	HMJX	580573	HMJX	580929	HMJX	581258
HMJX	580131	HMJX	580583	HMJX	580940	HMJX	581263
HMJX	580155	HMJX	580584	HMJX	580942	HMJX	581265
HMJX	580173	HMJX	580607	HMJX	580943	HMJX	581270
HMJX	580174	HMJX	580612	HMJX	580944	HMJX	581277
HMJX	580202	HMJX	580620	HMJX	580950	HMJX	581284
HMJX	580217	HMJX	580627	HMJX	580968	HMJX	581295
HMJX	580219	HMJX	580631	HMJX	580982	HMJX	581297
HMJX	580223	HMJX	580635	HMJX	580988	HMJX	581312
HMJX	580230	HMJX	580647	HMJX	581011	HMJX	581326
HMJX	580243	HMJX	580680	HMJX	581015	HMJX	581327
HMJX	580245	HMJX	580711	HMJX	581016	HMJX	581363
HMJX	580278	HMJX	580712	HMJX	581019	HMJX	581365
HMJX	580279	HMJX	580715	HMJX	581022	HMJX	581372
HMJX	580286	HMJX	580718	HMJX	581026	HMJX	581376
HMJX	580287	HMJX	580730	HMJX	581027	HMJX	581378
HMJX	580307	HMJX	580736	HMJX	581028	HMJX	581387
HMJX	580321	HMJX	580738	HMJX	581071	HMJX	581392
HMJX	580331	HMJX	580739	HMJX	581074	HMJX	581394
HMJX	580342	HMJX	580740	HMJX	581076	HMJX	581395
HMJX	580360	HMJX	580758	HMJX	581086	HMJX	581406
HMJX	580382	HMJX	580760	HMJX	581089	HMJX	581421
HMJX	580400	HMJX	580771	HMJX	581103	HMJX	581438
HMJX	580405	HMJX	580772	HMJX	581104	HMJX	581448
HMJX	580408	HMJX	580777	HMJX	581112	HMJX	581503
HMJX	580411	HMJX	580782	HMJX	581114	HMJX	581535
HMJX	580413	HMJX	580783	HMJX	581122	HMJX	581548
HMJX	580421	HMJX	580786	HMJX	581125	HMJX	581599
HMJX	580438	HMJX	580789	HMJX	581131		
HMJX	580442	HMJX	580791	HMJX	581135		
HMJX	580446	HMJX	580795	HMJX	581141		
HMJX	580478	HMJX	580803	HMJX	581142		
HMJX	580487	HMJX	580813	HMJX	581171		
HMJX	580506	HMJX	580824	HMJX	581173		
HMJX	580508	HMJX	580841	HMJX	581182		
HMJX	580512	HMJX	580843	HMJX	581204		
HMJX	580520	HMJX	580863	HMJX	581207		
HMJX	580521	HMJX	580878	HMJX	581214		
HMJX	580531	HMJX	580882	HMJX	581218		

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ANNEX A 2 – Continued

to the Lease of Railroad Equipment between HM Joint Venture and Arch Coal Sales Company, Inc , as assignee of Arch Transportation Corporation, dated April 1, 1993, as amended

**Group C Units Equipment Description:**

Thirty-five (35), 3,209 cubic foot, 100-ton, roller bearing, four pocket, open top coal hopper railcars, built by Bethlehem Steel in 1966, Rebuilt by Mansbach Metal in 1986-87, however, did not receive AAR rebuilt status

**Group C Units Reporting Mark & Numbers:**

[HMJX 580000-581000 Series, exact number to be provided on Certificate of Acceptance ]

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ANNEX C.1.

To the Lease of Railroad Equipment dated as of April 1, 1993, as amended, between HM Joint Venture and Arch Coal Sales Company, Inc., as assignee of Arch Transportation Corporation.

CASUALTY SCHEDULE :

Effective as of 1/1/95:

Lease Term Period in Months	Per Unit Settlement Value
JAN 1995	\$15,000
FEB 1995	14,861
MAR 1995	14,722
APR 1995	14,583
MAY 1995	14,444
JUN 1995	14,306
JUL 1995	14,167
AUG 1995	14,028
SEP 1995	13,889
OCT 1995	13,750
NOV 1995	13,611
DEC 1995	13,472
JAN 1996	13,333
FEB 1996	13,194
MAR 1996	13,056
APR 1996	12,917
MAY 1996	12,778
JUN 1996	12,639
JUL 1996	12,500
AUG 1996	12,361
SEP 1996	12,222
OCT 1996	12,083
NOV 1996	11,944
DEC 1996	11,806
JAN 1997	11,667
FEB 1997	11,528
MAR 1997	11,389
APR 1997	11,250
MAY 1997	11,111
JUN 1997	10,972
JUL 1997	10,833
AUG 1997	10,694
SEP 1997	10,556
OCT 1997	10,417
NOV 1997	10,278
DEC 1997	10,139
and thereafter	10,000