

HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

VIA AIR COURIER

May 18, 1995

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

Dear Ms. Lee:

Enclosed are two (2) originals of Amendment No. 2 dated October 4, 1994 to the Agreement dated as of July 29, 1993 between the following parties:

Lessor: Helm-Pacific Leasing Corporation
One Embarcadero Center, Suite 3500
San Francisco, CA 94111

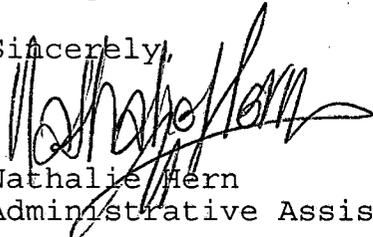
Lessee: KRC Aggregate, Inc., d.b.a.
Anchorage Sand & Gravel Co.
1040 O'Malley Road
Anchorage, AK 95515

The equipment involved in this transaction is as follows:

Equipment: Eighty (80), open top hopper railcars
(see Annex A for reporting mark &
numbers)

Please file this agreement as a supplementary document to Recordation No. 18438 filed October 15, 1993. A cheque for the filing fee of \$21.00 is enclosed.

Sincerely,


Nathalie Fern
Administrative Assistant

/nh
Enclosures (2)

RECORDATION NO. 18438-B FILED 1995

MAY 24 1995 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

18438-B
MAY 24 1995 10:05 AM

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 (the "Amendment") to the Lease of Railroad Equipment dated as of July 29, 1993, as amended (the "Lease"), between HELM-PACIFIC LEASING ("Lessor") and ANCHORAGE SAND & GRAVEL COMPANY, INC., as successor by name change to KRC AGGREGATE, INC., d.b.a. ANCHORAGE SAND & GRAVEL CO. ("Lessee") is made as of October 4, 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 eighty (80) open top hopper railcars described in Annex A. to the Lease (the "Units") were leased by Lessor to Lessee.
- B. Lessee changed its corporate name from KRC AGGREGATE, INC., d.b.a. ANCHORAGE SAND & GRAVEL CO. to ANCHORAGE SAND & GRAVEL COMPANY, INC. on October 31, 1993.
- C. Lessee desires that the new corporate name of Lessee be provided in the Lease.
- D. Lessor desires to change the party to whom Lessee makes its payment of rent and to add a provision to exclude the Units from hazardous commodity service.
- E. 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.
- 2. This Amendment shall become effective on the date of its full execution by both parties.
- 3. Retroactive to October 31, 1993, wherever the corporate name "KRC AGGREGATE, INC., d.b.a. ANCHORAGE SAND & GRAVEL CO." appears in the Lease it shall be deemed to be "ANCHORAGE SAND & GRAVEL COMPANY, INC."
- 4. The last sentence of Section 5.A. is hereby deleted and replaced by the following: "Payment of Rent shall be made to the Trustee at the address specified in Section 18."
- 5. Section 18. Notices. shall be amended to include:

If to Trustee: Helm-Pacific Leasing Trust #34110-00-7
 c/o American National Bank and
 Trust Company of Chicago
 33 North LaSalle Street
 Chicago, IL 60690
 ATTN: Mr. Jay Sepanski

CMM

If to CIT: The CIT Group/ Equipment Financing, Inc.
1211 Avenue of the Americas
New York, NY 10036
ATTN: Mr. Anthony Joseph
Vice President

6. Lessee agrees that during the Term of this Lease, Lessee will not assign any Unit to service involving the transportation of any hazardous materials, substances, wastes or commodities, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, or the Toxic Substances Control Act of 1976, as amended.
7. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
8. 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, Lessor and Lessee each pursuant to due corporate authority has caused this Amendment No. 2 dated as of October 4, 1994 to the Lease of Railroad Equipment dated as of July 29, 1993, as amended, to be signed in its respective corporate name on the date indicated below its signature.

LESSOR

HELM-PACIFIC LEASING
By: Helm Pacific Corporation,
its Joint Venturer

By: *D. R. Ellis* ^{AW}
Title: *President*
Date: *4/7/95*

and

By: Union Pacific Venture
Leasing, Inc.,
its Joint Venturer

By: *D. Chandler Lewis*
Title: *President - UPVL*
Date: *4-4-95*

LESSEE

ANCHORAGE SAND & GRAVEL
COMPANY, INC.

By: *Harold C Long*
Title: *President*
Date: *17 Oct 1994*

CM

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On April 7, 1994⁵, before me, Noël C. Bilodeau
~~LaRonda A. Gaines~~,
personally appeared David R. Eckles, President of HELM PACIFIC
CORPORATION,

- 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.

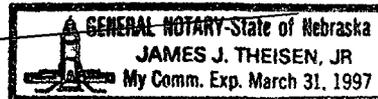
SIGNATURE OF THE NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) S

On this 4th day of April, 1994⁵, before me personally appears D. Chandler Lewis, to me personally known, who being President of UNION PACIFIC VENTURE LEASING, INC., 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.

[Signature]
Notary Public

My Commission Expires:



[Notarial Seal]

STATE OF ALASKA)

) S

MUNICIPALITY OF ANCHORAGE)

On this 17th day of October, 1994, before me personally appears Herbert C. Lang, to me personally known, who being by me duly sworn says that he is a President of **ANCHORAGE SAND & GRAVEL COMPANY, INC.**, 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.

Janey Amend
Notary Public

My Commission Expires: 08-11-98

[Notarial Seal]



am

SCHEDULE A

To the Termination of Lease of Railroad Equipment dated June 11, 1999

Description of Units:

Eighty (80), 4 compartment, 100-ton, 3,610 cubic foot, open top hopper railcars with 45 degree slope sheets, manufactured by Trinity Railcar in 1990

<u>Unit Number</u>											
1	TNM	20000	24	TNM	20031	47	TNM	20058	70	TNM	20085
2	TNM	20001	25	TNM	20032	48	TNM	20059	71	TNM	20088
3	TNM	20003	26	TNM	20033	49	TNM	20060	72	TNM	20093
4	TNM	20004	27	TNM	20034	50	TNM	20061	73	TNM	20094
5	TNM	20008	28	TNM	20035	51	TNM	20062	74	TNM	20095
6	TNM	20009	29	TNM	20036	52	TNM	20063	75	TNM	20096
7	TNM	20010	30	TNM	20037	53	TNM	20064	76	TNM	20098
8	TNM	20011	31	TNM	20038	54	TNM	20065	77	TNM	20099
9	TNM	20012	32	TNM	20039	55	TNM	20067	78	TNM	20100
10	TNM	20013	33	TNM	20040	56	TNM	20068	79	TNM	20103
11	TNM	20015	34	TNM	20043	57	TNM	20069	80	TNM	20104
12	TNM	20016	35	TNM	20045	58	TNM	20071			
13	TNM	20017	36	TNM	20046	59	TNM	20072			
14	TNM	20018	37	TNM	20047	60	TNM	20074			
15	TNM	20021	38	TNM	20048	61	TNM	20075			
16	TNM	20022	39	TNM	20049	62	TNM	20076			
17	TNM	20023	40	TNM	20050	63	TNM	20077			
18	TNM	20024	41	TNM	20051	64	TNM	20078			
19	TNM	20025	42	TNM	20053	65	TNM	20079			
20	TNM	20026	43	TNM	20054	66	TNM	20080			
21	TNM	20027	44	TNM	20055	67	TNM	20082			
22	TNM	20029	45	TNM	20056	68	TNM	20083			
23	TNM	20030	46	TNM	20057	69	TNM	20084			