

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

November 24, 1992

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

RECORDATION NO. 16527-A FILED 11/25

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INTERSTATE COMMERCE COMMISSION

RE: Lease of Railroad Equipment dated as of July 26, 1989 ("Lease") between Helm Financial Corporation and Tradewater 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 Amendment No. 1 dated September 29, 1992 to the Lease ("Amendment No. 1") between Helm Financial Corporation and Tradewater Railway Company.

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

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

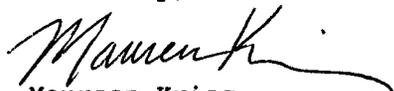
Name and Address of Lessee: Tradewater Railway Company
124 North Monroe Street
Sturgis, KY 42459

Equipment: Seventy-five (75) Open Top Coal Hopper Railcars
(See Schedule A.1. Annex B. and Annex C. for Car Numbers)

Previous ICC Filing: Lease filed on September 18, 1989, Recordation No. 16527.

Please file Amendment No. 1 under the next available recordation number. The filing fee of sixteen dollars (\$16.00) is included in the enclosed check.

Sincerely,


Maureen Krieg
Contract Administrator

mek
Enclosures (2)

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AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to the Lease of Railroad Equipment dated as of July 26, 1989 (the "Lease") between HELM FINANCIAL CORPORATION (the "Lessor") and TRADEWATER RAILWAY COMPANY (the "Lessee") is made as of September 29, 1992 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which seventy-five (75), 100-ton, four-pocket, open top coal hopper railcars bearing the reporting marks and numbers TWRY 40000-40074 (the "Units") were leased and delivered by Lessor to Lessee.
- B. Lessor and Lessee desire to terminate the Lease for the thirty-one (31) Units described in Annex C attached hereto ("Terminated Unit(s)").
- C. The parties desire to replace the Terminated Units by adding to the Lease the thirty-one (31), steel quad hopper railcars described in Annex A.1. attached hereto ("Replacement Unit(s)").

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. Lessor shall deliver to Lessee each Replacement Unit pursuant to the provisions of Section 1 of the Lease, and the term of the Lease for each Replacement Unit shall commence on the date such Replacement Unit is accepted by Lessee ("Date of Acceptance") at the Acceptance Point (as defined in Section 1 of the Lease) and shall continue for all Replacement Units
4. Lessee shall return to Lessor each Terminated Unit pursuant to the return provisions of Sections 9 and 11 of the Lease, and beginning with the Date of Acceptance for the first Replacement Unit and ending on the Date of Acceptance for the last Replacement Unit, the term of the Lease shall terminate for each one (1) Terminated Unit on the Date of Acceptance of each one (1) Replacement Unit.
5. Acceptance of each Replacement Unit 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 delivery and acceptance of the Replacement Units therein identified.

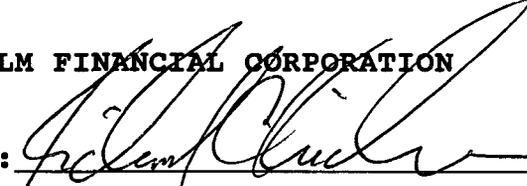
6. The termination of the Lease for each Terminated Unit shall be evidenced by a **"Certificate of Termination"** in the form set forth in Annex C attached hereto, the execution of which shall constitute conclusive evidence of termination of the Lease for the Terminated Units therein identified.
7. Effective on the Date of Acceptance of the last Replacement Car, Annex A to the Lease is hereby replaced by Annex A.1., and wherever Annex A appears in the Lease is shall mean Annex A.1.
8. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
9. 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.

HELM FINANCIAL CORPORATION

TRADEWATER RAILWAY COMPANY

dyg

By: 

By: 

Title: President

Title: PRESIDENT

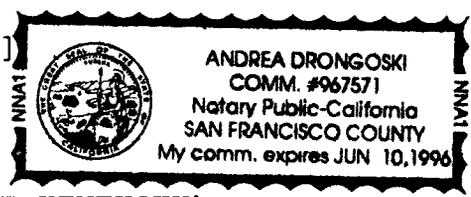
STATE OF CALIFORNIA)
) S
COUNTY OF SAN FRANCISCO)

On this 29 day of September, 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 FINANCIAL CORPORATION**, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Andrea Drongoski
Notary Public

My Commission Expires: 6/10/96

[Notarial Seal]



COMMONWEALTH OF KENTUCKY)
) S
COUNTY OF UNION)

On this 27th day of August, 1992, before me personally appeared P. Ron Siler, to me personally known, who, being by me duly sworn, says that he is President of **TRADEWATER 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.

Melanie E. Wasson
Notary Public

My Commission Expires: September 25, 1992

[Notarial Seal]

ANNEX A.1.

to the

Lease of Railroad Equipment dated as of July 26, 1989

Equipment Description:

Forty-four (44), 3,600 cubic foot, 100-ton capacity, roller bearing, four-pocket, 45 degree slope sheet, open top coal hopper railcars built by Greenville Steel Car circa 1975-76.

Equipment Numbers:

TWRY	40001	TWRY	40021	TWRY	40041	TWRY	40057
TWRY	40006	TWRY	40022	TWRY	40044	TWRY	40059
TWRY	40008	TWRY	40023	TWRY	40045	TWRY	40060
TWRY	40010	TWRY	40026	TWRY	40046	TWRY	40064
TWRY	40011	TWRY	40027	TWRY	40047	TWRY	40066
TWRY	40012	TWRY	40030	TWRY	40048	TWRY	40067
TWRY	40013	TWRY	40032	TWRY	40051	TWRY	40068
TWRY	40016	TWRY	40033	TWRY	40053	TWRY	40069
TWRY	40017	TWRY	40035	TWRY	40054	TWRY	40071
TWRY	40018	TWRY	40038	TWRY	40055	TWRY	40072
TWRY	40019	TWRY	40040	TWRY	40056	TWRY	40074

Equipment Description:

Thirty-one (31), 3,350 cubic foot, 100-ton capacity, roller bearing, four-pocket, bottom dump, steel quad hopper railcars manufactured by Bethlehem Steel in 1976.

Equipment Numbers:

TWRY	342283	TWRY	342917	TWRY	342954	TWRY	343013
TWRY	342658	TWRY	342920	TWRY	342959	TWRY	343014
TWRY	342749	TWRY	342921	TWRY	342973	TWRY	343020
TWRY	342882	TWRY	342923	TWRY	342975	TWRY	343021
TWRY	342884	TWRY	342930	TWRY	342979	TWRY	343035
TWRY	342898	TWRY	342932	TWRY	342991	TWRY	343052
TWRY	342902	TWRY	342941	TWRY	342997	TWRY	343274
TWRY	342903	TWRY	342951	TWRY	343004		

ANNEX B

CERTIFICATE OF ACCEPTANCE

The undersigned, a duly authorized representative of **TRADEWATER RAILWAY COMPANY** (the "**Lessee**"), does hereby certify that he has caused to be inspected and, on the date set out below, has accepted on behalf of the 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 July 26, 1989 between Helm Financial Corporation and Lessee.

Equipment Description:

Thirty-one (31), 3,350 cubic foot, 100-ton capacity, roller bearing, four-pocket, bottom dump, steel quad hopper railcars manufactured by Bethlehem Steel in 1976.

<u>Equipment Numbers</u>	<u>Date of Acceptance</u>	<u>Equipment Numbers</u>	<u>Date of Acceptance</u>
TWRY 342283		TWRY 342954	
TWRY 342658		TWRY 342959	
TWRY 342749		TWRY 342973	
TWRY 342882		TWRY 342975	
TWRY 342884		TWRY 342979	
TWRY 342898		TWRY 342991	
TWRY 342902		TWRY 342997	
TWRY 342903		TWRY 343004	
TWRY 342917		TWRY 343013	
TWRY 342920		TWRY 343014	
TWRY 342921		TWRY 343020	
TWRY 342923		TWRY 343021	
TWRY 342930		TWRY 343035	
TWRY 342932		TWRY 343052	
TWRY 342941		TWRY 343274	
TWRY 342951			

Michael A. Whately 8/27/92
Authorized Representative

ANNEX C

CERTIFICATE OF TERMINATION

Equipment Description:

Thirty-one (31), 3,600 cubic foot, 100-ton capacity, roller bearing, four-pocket, 45 degree slope sheet, open top coal hopper railcars built by Greenville Steel Car circa 1975-76.

<u>Equipment Numbers</u>	<u>Date of Termination</u>	<u>Equipment Numbers</u>	<u>Date of Termination</u>
TWRY 40000	<i>2/27/92</i>	TWRY 40036	<i>2/27/92</i>
TWRY 40002			
TWRY 40003			
TWRY 40004			
TWRY 40005			
TWRY 40007			
TWRY 40009			
TWRY 40014			
TWRY 40015			
TWRY 40020			
TWRY 40024			
TWRY 40025			
TWRY 40028			
TWRY 40029			
TWRY 40031			
TWRY 40034			
TWRY 40037			
TWRY 40039			
TWRY 40042			
TWRY 40043			
TWRY 40049			
TWRY 40050			
TWRY 40052			
TWRY 40058			
TWRY 40061			
TWRY 40062			
TWRY 40063			
TWRY 40065			
TWRY 40070			
TWRY 40073			