

HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

July 30, 2001

Mr. Vernon Williams
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001



Dear Mr. Williams:

Enclosed are two (2) certified originals of the Amendment No. 1 dated as of June 1, 2001 to the Lease of Railroad Equipment dated as of June 22, 1993 between the following parties:

Lessor:	Helm Financial Corporation One Embarcadero Center, Suite 3700 San Francisco, CA 94111
Lessee:	Lone Star Industries, Inc. 10401 N. Meridian, Suite 400 Indianapolis, IN 46290

A short summary of the document to appear in the index follows:

Amendment No. 1 dated as of June 1, 2001 to the Lease of Railroad Equipment dated as of June 22, 1993 between Helm Financial Corporation as Lessor and Lone Star Industries, Inc. as Lessee, covering 29 railcars within the series HATX 3000-3022 (NI), HEQX 201-236 (NI) and HPJX 3262.

Please file this Amendment as a supplementary document to Recordation No. 18388 filed on 09/03/1993 and return one (1) stamped originals to my attention. The filing fee of \$28.00 is included in our enclosed Check No. 46294 in the amount of \$112.00.

Yours truly,

A handwritten signature in cursive script that reads 'Sharon L. Van Fossan'.

Sharon L. Van Fossan
Supervisor Contract Administration

/svf
Enclosures (2)

RECORDATION NO. 18388-B FILED

AUG 3 '01 12-54 PM
TS
SURFACE TRANSPORTATION BOARD

CERTIFICATION OF TRUE COPY

On June 25, 2001, I Cecilia Mostaghim examined the original copy of the Amendment No. 1 dated as of June 1, 2001 to the Lease of Railroad Equipment made as of June 22, 1993, between Helm Financial Corporation, as Lessor, and Lone Star Industries, Inc., as Lessee, and I hereby certify that I have compared the attached duplicate copy with the original and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgements thereof.

Cecilia Mostaghim

Name: Cecilia Mostaghim
Title: Contract Administrator

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

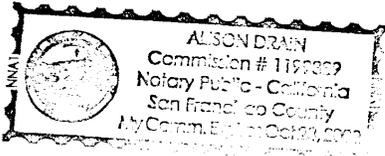
On ~~June~~ ^{July 30^{AD}} 25, 2001, before me, Alison Drain, personally appeared Cecilia Mostaghim, Contract Administrator for HELM FINANCIAL CORPORATION,

X 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.



Alison Drain
SIGNATURE OF THE NOTARY

RECORDATION NO. 18388-B FILED

AUG 3 '01 12-54 PM

SURFACE TRANSPORTATION BOARD

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 ("Amendment") to the Lease of Railroad Equipment made as of June 22, 1993 ("Lease") between HELM FINANCIAL CORPORATION, as assignee of Helm Equipment Leasing Corporation ("Lessor"), and LONE STAR INDUSTRIES, INC. ("Lessee") is dated as of June 1, 2001.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which the twenty (20) covered hopper railcars bearing the reporting mark and numbers within the series HEQX 201-231 ("Existing Units") were leased by Lessor to Lessee;
- B. The Term of the Lease expired for the Existing Units on May 31, 1996, however the Existing Units remained on lease to Lessee under the same terms and conditions as set forth in the Lease;
- C. Lessor and Lessee added to the Lease six (6) covered hopper railcars bearing the reporting mark and numbers HEQX 232-236 and HATX 3000 ("Added Unit(s)");
- D. Lessor and Lessee removed the Existing Unit HEQX 225 from the Lease on June 14, 1999 and replaced such Unit with the covered hopper railcar bearing the reporting marks HPJX 3262;
- E. Lessor and Lessee now desire to add to this Lease the three (3) covered hopper railcars bearing the reporting marks HATX 3020, HATX 3021 and HATX 3022 ("Additional Unit(s)") whose term expired under Schedule No. 2 to the Master Lease Agreement dated March 25, 1998 between the parties;
- F. Lessor and Lessee now desire to change the rental rate, and extend the term of the Lease for the Existing Units, Added Units and Additional Units;
- G. 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. Unless redefined in this Amendment all terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. The term "Unit(s)" as used in the Lease and in this Amendment shall include the Existing Units, Added Units and Additional Units unless specified otherwise.
- 3. The defined term "Delivery Point" as used in the Lease shall mean the Southdown, Inc. facility in Knoxville, Tennessee for the Added Units HEQX 232-236, Michoud, LA for the Added Unit HATX 3000, and "where-is" on the lines of Lessee for the Additional Units.
- 4. The Term of the Lease commenced, or shall commence, for each Unit on the "On Rent Date" listed for such Unit in Annex A.1. attached hereto.
- 5. The Term of the Lease for all of the Units shall be extended through and expire on _____; provided, however, that if no Events of Default (as such term is defined in the Lease) has occurred or is continuing under the Lease, after

REGISTRATION NO. 18388-B FILED

AUG 3 '01 12-54 PM

SURFACE TRANSPORTATION BOARD

CM

Lessee may extend the Term of the Lease for the Units on a month to month basis (the "Extended Term"). During the Extended Term either party may cancel the Lease for the Units upon thirty (30) days prior written notice to the other party.

6. **Rentals.** Effective _____ Lessee shall pay to Lessor as "Rent" for the Units _____ per Unit per month. **Note:** Effective from June 1, 1996 for the Existing Units, and from the Delivery Date for the Added Units, Lessee paid to Lessor as rent for such Units _____ per Unit per month through _____.
7. **Notices.** In Section 18 of the Lease the parties addresses shall be changed to:

"If to Lessor:	If to Lessee:
Helm Financial Corporation	Lone Star Industries, Inc.
One Embarcadero Center, Suite 3700	10401 N. Meridian, Suite 400
San Francisco, CA 94111	Indianapolis, Indiana 46290
FAX: (415) 398-4816	FAX: (317) 805-3250
ATTN: President	ATTN: Mr. David Bernstein
	Director, Cement Marketing"
8. The Unit HEQX 225 was deemed a Casualty Occurrence as of June 4, 1999 and Lessor replaced such Unit with the Unit HPJX 3262 pursuant to Section 8 of the Lease.
9. Annex A to the Lease is replaced by Annex A.1. attached hereto and all references in the Lease to Annex A shall be deemed to refer to Annex A.1.
10. Effective from _____ through and including _____, Annex C to the Lease is replaced by Annex C.1. attached hereto and during such period all references in the Lease to Annex C are deemed to refer to Annex C.1.
11. Effective as of _____, the Settlement Value for each Unit shall be the greater of (a) the "Settlement Value" amount given for such Unit in Annex A.1. attached hereto, or (b) the amount determined by Rule 107 of the AAR Interchange Rules in effect at the time a Unit was subject to a Casualty Occurrence
12. Effective as of January 1, 1996, all references in the Lease to the "Interstate Commerce Commission" or the "ICC" shall be deemed to refer to the "Surface Transportation Board of the Department of Transportation" and the "STB", respectively.
13. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
14. 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.

CMA

IN WITNESS WHEREOF, each party, pursuant to the corporate authority has caused this Amendment to be signed in its respective corporate name on the date indicated below its signatures.

LESSOR

LESSEE

HELM FINANCIAL CORPORATION

LONE STAR INDUSTRIES, INC.

CM By: John F. Dains

Print Name: John F. Dains

Title: President

By: John W. White

Print Name: John W. White

Title: VP of Logistics

CM

ANNEX A.1.

To the Lease of Railroad Equipment made as of June 22, 1993, as amended, between Helm Financial Corporation and Lone Star Industries, Inc.

1. Existing Units: Twenty (20), 100-ton capacity, covered hopper railcars with 4-8 30" round hatches. Gate centers are 12'.

Unit Numbers: HEQX 201-208, 220-224, 226-231; HPJX 3262

2. Added Units: Six (6), 2600-2700 c.f., 100-ton capacity, covered hopper railcars with 30" round hatches and twin 13" x 24" outlet gates, manufactured by Pullman Standard in 1966-1967.

Unit Numbers: HEQX 232-236; HATX 3000

3. Additional Units: Three (3), 100-ton, 2,700 c.f.c., two-compartment covered hopper railcars with single 13"x42" outlet gates and four 30" round hatches. Built by ACF in 1976 or 1979.

Unit Numbers: HATX 3020-3022

=====

<u>Unit Numbers:</u>	<u>On Rent Date:</u>	<u>Settlement Value:</u>
HATX 3000	12/23/1997	\$,000.00
HATX 3020	06/01/2001	\$,000.00
HATX 3021	06/01/2001	\$,000.00
HATX 3022	06/01/2001	\$,000.00
HEQX 201	06/15/1993	\$,000.00
HEQX 202	06/17/1993	\$,000.00
HEQX 203	05/13/1993	\$,000.00
HEQX 204	06/29/1993	\$,000.00
HEQX 205	06/15/1993	\$,000.00
HEQX 206	05/13/1993	\$,000.00
HEQX 207	05/18/1993	\$,000.00
HEQX 208	06/14/1993	\$,000.00
HEQX 220	06/15/1993	\$,000.00
HEQX 221	06/15/1993	\$,000.00
HEQX 222	04/22/1993	\$,000.00
HEQX 223	04/21/1993	\$,000.00
HEQX 224	06/15/1993	\$,000.00
HEQX 226	04/21/1993	\$,000.00
HEQX 227	06/15/1993	\$,000.00
HEQX 228	05/13/1993	\$,000.00
HEQX 229	05/15/1993	\$,000.00
HEQX 230	05/13/1993	\$,000.00
HEQX 231	06/14/1993	\$,000.00
HEQX 232	07/23/1996	\$,000.00
HEQX 233	10/17/1996	\$,000.00
HEQX 234	07/15/1996	\$,000.00
HEQX 235	07/15/1996	\$,000.00
HEQX 236	08/12/1996	\$,000.00
HPJX 3262*	12/06/1999	\$,000.00

(*replaced HEQX 225)

CM