

**HELM
FINANCIAL CORPORATION**

RECORDATION NO. 23834-A FILED

One Embarcadero Center, San Francisco, CA 94111
415/398-4510 FAX 415/398-4816
JAN 18 2002 10:09 AM
SURFACE TRANSPORTATION BOARD

January 16, 2002

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



Dear Mr. Williams:

Enclosed are two (2) original copies of the **Memorandum of Schedule No. 2 to the Master Lease Agreement** ("Memorandum of Schedule No. 2") dated as of July 15, 2001 between the following parties:

Lessor: Helm Financial Corporation
One Embarcadero Center, Suite 3700
San Francisco, CA 94111

Lessee: Cemex Mexico S.A. de C.V.
Av. Constitucion 444 PTE.
C.P. 64000 Monterrey, N.L., Mexico

The equipment involved in this transaction is as follows:

Equipment: Eighty-five (85) coal hopper railcars as more fully described in Exhibit A to the Memorandum of Schedule No. 2 attached hereto.

Please file this Memorandum of Schedule No. 2 as a **secondary** document to the Memorandum of Schedule No. 1, and return one (1) stamped original to my attention. Enclosed is check No. 47850 in the amount of \$56.00 to cover the \$28.00 filing fee.

Yours truly,

Cecilia Mostaghim
Contract Administrator

/cm
Enclosures (2)

MEMORANDUM OF SCHEDULE NO. 2
TO THE MASTER LEASE AGREEMENT

JAN 18 '02 10-09 AM

THIS MEMORANDUM OF SCHEDULE NO. 2 TO THE MASTER LEASE AGREEMENT ~~SURFACE TRANSPORTATION BOARD~~ ("Memorandum") is dated as of July 15, 2001 and is intended to evidence that certain Master Lease Agreement dated as of April 13, 2000 ("Master Lease") by and between HELM FINANCIAL CORPORATION, a California corporation ("Lessor"), and CEMEX MEXICO S.A. de C.V., a United Mexican States corporation ("Lessee"), as well as Schedule No. 2 thereto dated as of July 15, 2001 ("Schedule No. 2"), by and between Lessor and Lessee, for the purpose of satisfying the requirements of recordation with the Surface Transportation Board of the Department of Transportation under Section 49 of U.S.C. Lessor has the right to lease the railcars, more fully described in Exhibit A attached hereto (the "Units"). Lessee leased from Lessor all the Units at the rentals and upon the terms and conditions provided in the Master Lease and Schedule.

The Master Lease, Schedule No. 2 and the Units cannot be assigned, subleased or in any way encumbered without the prior written consent of Lessor. In the Event of Default, as such term is defined in the Master Lease, Lessee assigns any and all subleases to Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed by their duly authorized representative as of the day and year first above written.

LESSOR

LESSEE

HELM FINANCIAL CORPORATION

CEMEX MEXICO, S.A. DE C.V.

By: *John F. Dains*

By: *[Signature]*

Print Name: John F. Dains

Print Name: _____

Title: President

Title: _____

K

CM

STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On October 3, 2001, before me, Matthew M. Ogburn, personally appeared John F. Dains, President of HELM FINANCIAL 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.

Matthew M. Ogburn
SIGNATURE OF THE NOTARY

[Notarial Seal]



STATE OF CALIFORNIA

MM

EXHIBIT A

To Schedule No. 2 dated as of July 15 , 2001 to the Master Lease Agreement dated as of April 13, 2000 between Helm Financial Corporation and Cemex Mexico, S.A. de C.V.

THE UNITS:

Equipment Description:

Eighty-five (85), 3800-4000 cubic foot, 100-ton capacity, four or five-pocket, steel rapid discharge coal hopper railcars with 45 degree stainless steel slope sheets and electro-pneumatically controlled hopper doors; built by Ortner Freight Car in 1971, 1975, 1977, 1978, 1980 and 1981.

	Initial	Number	Delivery Date		Initial	Number	Delivery Date		Initial	Number	Delivery Date
1	HLMX	75007	07/30/01	33	HLMX	75121	08/15/01	65	HLMX	81035	07/15/01
2	HLMX	75008	07/30/01	34	HLMX	75125	08/21/01	66	HLMX	81036	08/10/01
3	HLMX	75014	09/07/01	35	HLMX	75127	08/10/01	67	HLMX	81037	07/23/01
4	HLMX	75017	08/06/01	36	HLMX	75128	08/24/01	68	HLMX	81039	08/09/01
5	HLMX	75019	08/09/01	37	HLMX	75132	08/16/01	69	HLMX	81043	09/07/01
6	HLMX	75027	08/28/01	38	HLMX	75133	07/30/01	70	HLMX	81045	07/25/01
7	HLMX	75031	08/28/01	39	HLMX	75135	09/05/01	71	HLMX	81046	08/06/01
8	HLMX	75033	07/30/01	40	HLMX	75137	08/11/01	72	HLMX	81048	07/23/01
9	HLMX	75037	08/27/01	41	HLMX	75142	07/30/01	73	HLMX	81052	07/30/01
10	HLMX	75042	08/29/01	42	HLMX	75144	08/22/01	74	HLMX	81060	08/22/01
11	HLMX	75048	08/09/01	43	HLMX	75150	07/23/01	75	HLMX	81061	08/06/01
12	HLMX	75051	08/24/01	44	HLMX	78048	09/05/01	76	HLMX	81062	07/23/01
13	HLMX	75052	08/09/01	45	HLMX	78133	07/30/01	77	HLMX	81063	09/06/01
14	HLMX	75057	07/23/01	46	HLMX	78207	08/14/01	78	HLMX	81068	08/31/01
15	HLMX	75061	08/15/01	47	HLMX	80002	08/18/01	79	HLMX	81076	08/23/01
16	HLMX	75064	08/31/01	48	HLMX	80004	08/21/01	80	HLMX	81080	07/23/01
17	HLMX	75065	08/06/01	49	HLMX	80010	08/06/01	81	HLMX	197807	07/25/01
18	HLMX	75070	07/30/01	50	HLMX	80013	08/23/01	82	HLMX	197812	07/25/01
19	HLMX	75081	07/23/01	51	HLMX	80018	09/10/01	83	HLMX	197860	09/04/01
20	HLMX	75083	08/06/01	52	HLMX	80245	08/11/01	84	HLMX	197876	07/25/01
21	HLMX	75084	08/17/01	53	HLMX	81003	08/22/01	85	HLMX	197941	08/22/01
22	HLMX	75090	08/10/01	54	HLMX	81004	08/26/01				
23	HLMX	75092	09/10/01	55	HLMX	81006	08/31/01				
24	HLMX	75093	08/06/01	56	HLMX	81007	08/17/01				
25	HLMX	75094	08/18/01	57	HLMX	81011	08/06/01				
26	HLMX	75100	08/28/01	58	HLMX	81013	08/26/01				
27	HLMX	75102	07/23/01	59	HLMX	81015	07/30/01				
28	HLMX	75103	08/29/01	60	HLMX	81018	07/23/01				
29	HLMX	75106	07/23/01	61	HLMX	81022	07/25/01				
30	HLMX	75110	09/06/01	62	HLMX	81028	08/06/01				
31	HLMX	75113	08/31/01	63	HLMX	81030	07/30/01				
32	HLMX	75120	08/16/01	64	HLMX	81031	09/04/01				

CML

RATIFICACIÓN NOTARIAL

En la Ciudad de Saltillo, Capital del Estado de Coahuila de Zaragoza, México, Yo, la C. Licenciada **MARIA ELENA G. OROZCO AGUIRRE**, Titular de la Notaría Pública número 52 (cincuenta y dos), con ejercicio en éste Distrito Notarial de Saltillo, Estado de Coahuila de Zaragoza, con domicilio en el despacho marcado con el número 6 (seis) de Plaza Las Vigas, ubicada en Bulevar Venustiano Carranza número 3940, Colonia Villa Olímpica, **CERTIFICO:** Que las firmas que aparecen al calce de los documentos que a continuación se enlistan, todos ellos redactados en el idioma inglés, denominados: "Master Lease Agreement", "Schedule No. 1" y "Memorandum of Schedule No. 1 to the Master Lease Agreement", todos ellos de fecha 13 de abril del 2000; y el "Schedule No. 2 y el Memorandum of Schedule No. 2 to the Master Lease Agreement" ambos de fecha 15 de julio del 2001, que anteceden corresponden a la firma del señor **Ing. Víctor Manuel Mejía Garza**, mismas que usa para todos sus actos jurídicos y que fueron puestas de su puño y letra en su carácter de Apoderado de la sociedad mercantil denominada **CEMEX MÉXICO, S.A. DE C.V.**, cuya personalidad jurídica me comprobó y agrega que dichas facultades no le han sido modificadas ni revocadas en forma alguna desde las fechas en que fueron suscritos dichos documentos y hasta la fecha. El **Ing. Víctor Manuel Mejía Garza** manifestó en representación de su mandante, **CEMEX MÉXICO, S.A. DE C.V.**, conocer y dominar el idioma inglés y reconocer para todos los efectos legales conducentes el contenido y forma de los documentos antes mencionados, ratificándolos en todas sus partes por ser la fiel expresión de la voluntad de su representada. El compareciente manifiesta ser Mexicano de nacimiento, mayor de edad, empresario, con domicilio convencional en Avenida Gomez Morín número 350, Piso 7, (Edificio CEDETEL), colonia Valle del Campestre, Municipio de Garza García, Estado de Nuevo León, México, y se identifica con credencial para votar expedida por el Instituto Federal Electoral bajo el folio 75159976, en la que aparece su fotografía y su firma, y a mi juicio tiene capacidad legal para contratar y obligarse, sin que nada me conste en contrario. Lo que **HAGO CONSTAR** previa comprobación de lo anterior y de conformidad con los Artículos 9, Fracción II, y 67 de la Ley del Notariado del Estado. Saltillo, Coahuila de Zaragoza, tomando constancia de lo anterior en mi libro de Actas fuera de Protocolo que obra en ésta Notaría, a los 21 (veintiún) días del mes de Diciembre del 2001 (dos mil uno).- **DOY FE.-**

CEMEX MEXICO, S.A. DE C.V.
REPRESENTADA POR:

ING. VICTOR MANUEL MEJIA GARZA
APODERADO



ANTE MI:

LIC. MARIA ELENA G. OROZCO AGUIRRE
NOTARIA PUBLICA No. 52