FABYANSKE, WESTRA & HART
A PROFESSIONAL ASSOCIATION

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JULIE A. DOHERTY
JAYNE E. GARDNER
CARA D. HELPER

OF COUNSEL:
GERALD L. SVOBODA
DWIGHT G. RABUSE

RECORDATION NO. 20775, B, C, D FILED

October 23, 1997 OCT 28 '97 1-52PM

OCT 28 1 52 AM '97
RECEIVED
SURFACE TRANSPORTATION BOARD

VIA CERTIFIED MAIL

Secretary
Surface Transportation Board
1925 K Street
Suite 700
Washington, D.C. 20423-0001

Re: Carlson Leasing Re General
Our File #: 06327 .000

Dear Secretary:

I have enclosed an original and one copy/counterpart of the three documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

(3) **Lease Supplement No. 814102:** This document is a lease supplement, a secondary document, dated August 1, 1997. The primary document to which this is connected is a Lease Agreement dated as of June 17, 1997 between CLC Equipment Company and Power Flats, Ltd. and OPM Services, Inc. and is recorded under Recordation No. 20775.

The names and addresses of the parties to the document are as follows:

Lessor: CLC Equipment Company
Carlson Center
12755 State Highway 55
Minneapolis, MN 55441

N:\DOC\GKK\125464

Co-Lessee: Power Flats, Ltd.
1000 W. Ormsby
Louisville, KY 40210
and
OPM Services, Inc.
1000 W. Ormsby
Louisville, KY 40210

A description of the equipment covered by the document follows:

One (1) Kasgro 225 Ton 70' FM flat railcar, serial no. LNAL 70970 and one (1) Kasgro 225 Ton 70' FM flat railcar, serial no. LNAL 70971.

Lease Supplement No. 814103: This document is also a lease supplement, a secondary document, dated October 15, 1997. The primary document to which this is connected is a Lease Agreement dated as of June 17, 1997 between CLC Equipment Company and Power Flats, Ltd. and OPM Services, Inc. and is recorded under Recordation No. 20775.

The names and addresses of the parties to the document are the same as stated above.

A description of the equipment covered by the document follows:

One (1) Kasgro 170 Ton 47' FD flat railcar, serial no. LNAL 25967.

Lease Supplement No. 814104: This document is also a lease supplement, a secondary document, dated October 15, 1997. The primary document to which this is connected is a Lease Agreement dated as of June 17, 1997 between CLC Equipment Company and Power Flats, Ltd. and OPM Services, Inc. and is recorded under Recordation No. 20775.

The names and addresses of the parties to the document are the same as stated above.

A description of the equipment covered by the document follows:

One (1) Kasgro 180 Ton 32' FD flat railcar, serial no. LNAL 32970.

A check for $72.00 is enclosed to cover the filing fee. Please return the original and any extra copies not needed by the Board for recordation to:

Fabyanske, Westra & Hart, P.A.
Suite 1100
920 Second Avenue South
Minneapolis, MN 55402

Very truly yours,

Fabyanske, Westra & Hart, P.A.

By: Jeremiah J. Kearney
Jeremiah J. Kearney

N:\DOC\GKK\125464

(4)

RECORDATION NO. 20775-C FILED

OCT 28 '97 1-52PM

LEASE SUPPLEMENT NO. 814103

Dated October 15, 1997

Between

CLC Equipment Company

as Lessor

and

Power Flats, Ltd. and OPM Services, Inc., as Co-Lessees

as Lessee

with respect to

RAILCARS

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. §11303
ON _____, 19____
AT ____:____ A.M.
RECORDATION NUMBER _____

THIS LEASE SUPPLEMENT, dated _____, between CLC Equipment Company, a Minnesota corporation ("Lessor") and Power Flats, Ltd., a Kentucky limited partnership and OPM Services, Inc., a Kentucky corporation, as Co-Lessees ("Lessee").

W I T N E S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease") dated as of June 17, 1997

WHEREAS, the Lease provides that on the Closing Date Seller shall deliver to Lessor a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Lessor, and Lessor purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Lessor on such Closing Date;

WHEREAS, the Lease provides for the execution of a Lease Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof; and

WHEREAS, capitalized terms used herein without definitions shall have the respective meanings set forth in the Lease;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with all applicable mechanical specifications for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder and the Lessor's Cost of each Railcar leased hereunder are set forth on Schedule 1. The Stipulated Loss Values set forth on Schedule 2 hereto shall be applicable in respect of the Railcars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreements, in accordance with the Lease as supplemented by this Lease Supplement, that; (a) notwithstanding the definition of "Basic Rent" set forth in the Lease, to pay the following Basic Rent for the Railcar subject to this Lease Supplement; (i) during the Basic Term, 120 consecutive equal monthly installments payable in advance in accordance with Section 3 of the Lease, each such installment shall be in an amount equal to 1.12474% of the Aggregate Lessor's Cost for such Railcar; and (ii) during each Renewal Term, Basic Rent shall be set as described in Section 2(b) of the Lease; and (b) each reference in the

Lease to the Basic Rent for such Railcar shall mean and be a reference to the Basic Rent established by this Lease Supplement.

5. All of the provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

6. This Lease Supplement may be executed by the parties hereto in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

7. This Lease Supplement is being delivered in the State of Minnesota and shall in all respects be governed by, and construed in accordance with, the laws of the State of Minnesota, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

CLC Equipment Company
(Lessor)
By: _____
Title: Vice President

Power Flats, Ltd., a Kentucky limited partnership, and
OPM Services, Inc., as Co-Lessees,
(Lessee)

Power Flats, Ltd., a Kentucky limited partnership
By: OPM Flats, Inc.
Title: Its General Partner
By: _____
Title: President

OPM Services, Inc.
By: _____
Title: President

STATE of Kentucky)
: SS.:
COUNTY OF Jefferson)

On this 13th day of October, 1997, before me personally appeared Kent Oyler, to me personally known, who, being by me duly sworn, Mr. Oyler says that he is the President of OPM Flats, Inc., a Kentucky corporation, the general partner of Power Flats, Ltd., a Kentucky limited partnership, that said instrument was signed on behalf of said partnership by authority of said corporation's Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation on behalf of said partnership.

Cheryl Gaus
Notary Public

My Commission Expires: May 6, 1999

[Notary Seal]

STATE of Kentucky)
: SS.:
COUNTY OF Jefferson)

On this 13th day of October, 1997, before me personally appeared Kent Oyler, to me personally known, who, being by me duly sworn, Mr. Oyler says that he is the President of OPM Services, Inc., a Kentucky corporation, that said instrument was signed by authority of said corporation's Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cheryl Gaus
Notary Public

My Commission Expires: May 6, 1999

[Notary Seal]

STATE OF MINNESOTA)
: SS.:
COUNTY OF HENNEPIN)

On this 15th day of October, 1997 before me personally appeared John M. Diracles, Jr., to me personally known, who, being by me duly sworn, says that he is Vice President of CLC Equipment Company, a Minnesota corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

DENNIS M. OFSTEDAL
NOTARY PUBLIC—MINNESOTA
MY COMMISSION EXPIRES 1-31-00

Dennis M. Ofstedal
Notary Public

My Commission Expires:

[Notary Seal]

SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

RailCars

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost	Identification Numbers of Railcars
1	LNAL 25967	$360,000.00	$360,000.00	LNAL 25967

SCHEDULE 2
TO LEASE SUPPLEMENT NO. 814103
DATED

STIPULATED LOSS VALUES

Payment Period No.	Amount Due as a percentage of Original Cost	Payment Period No.	Amount Due as a percentage of Original Cost	Payment Period No.	Amount Due as a percentage of Original Cost
1	105.7	41	93.7	81	81.7
2	105.4	42	93.4	82	81.4
3	105.1	43	93.1	83	81.1
4	104.8	44	92.8	84	80.8
5	104.5	45	92.5	85	80.5
6	104.2	46	92.2	86	80.2
7	103.9	47	91.9	87	79.9
8	103.6	48	91.6	88	79.6
9	103.3	49	91.3	89	79.3
10	103.0	50	91.0	90	79.0
11	102.7	51	90.7	91	78.7
12	102.4	52	90.4	92	78.4
13	102.1	53	90.1	93	78.1
14	101.8	54	89.8	94	77.8
15	101.5	55	89.5	95	77.5
16	101.2	56	89.2	96	77.2
17	100.9	57	88.9	97	76.9
18	100.6	58	88.6	98	76.6
19	100.3	59	88.3	99	76.3
20	100.0	60	88.0	100	76.0
21	99.7	61	87.7	101	75.7
22	99.4	62	87.4	102	75.4
23	99.1	63	87.1	103	75.1
24	98.8	64	86.8	104	74.8
25	98.5	65	86.5	105	74.5
26	98.2	66	86.2	106	74.2
27	97.9	67	85.9	107	73.9
28	97.6	68	85.6	108	73.6
29	97.3	69	85.3	109	73.3
30	97.0	70	85.0	110	73.0
31	96.7	71	84.7	111	72.7
32	96.4	72	84.4	112	72.4
33	96.1	73	84.1	113	72.1
34	95.8	74	83.8	114	71.8
35	95.5	75	83.5	115	71.5
36	95.2	76	83.2	116	71.2
37	94.9	77	82.9	117	70.9
38	94.6	78	82.6	118	70.6
39	94.3	79	82.3	119	70.3
40	94.0	80	82.0	120	70.0

Note: Stipulated Loss Values based upon A.A.R. depreciation of 3.6% annually.

Initials _____

Initials _____

Initials _____

KASGRO
RAIL CORP

Specialty Railcars · 320 East Cherry Street · New Castle, PA 16102 · (412) 658-9061 · FAX (412) 658-7639

DATE: 09-09-97 INVOICE NO: 97-0394

REMIT TO: Kasgro Rail Corp
P. O. Box 507
New Castle, PA 16103

SOLD TO: CLC Equipment Co.
Attention Mr. James H. Bluhm
Carleson Center
12755 State Highway 55
Minneapolis, MN 55441

RECEIVED OCT 0 3 1997

Customer Order No.	Requisitioner K. Oyler	Customer No.	Terms
Shipped Via Rail	Shipped From New Castle, PA	F. O. B.	Date Accepted

Quantity Ord	Quantity Shipped	Description	Unit Price	Amount
1	1	47' 170 Ton FD Flat Car Car No. LNAL 25967	$ 360,000.00	$ 360,000.00
			Total Amount	$ 360,000.00

ME 159 "We hereby certify that these goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the fair labor standards act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof".

ORIGINAL INVOICE