

**FABYANSKE, WESTRA & HART**  
A PROFESSIONAL ASSOCIATION

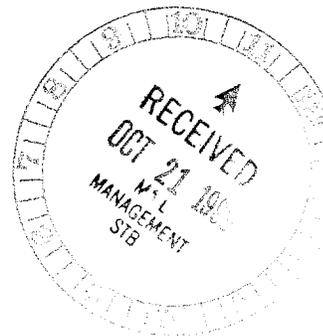
B.C. HART  
M.T. FABYANSKE  
MARK W. WESTRA  
JEREMIAH J. KEARNEY  
DENNIS J. TROOEN  
SCOTT LLOYD ANDERSON  
PAUL L. RATELLE  
GREGORY T. SPALJ  
DEAN B. THOMSON  
GARY C. EIDSON  
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JAYNE E. GARDNER  
JOHN T. TROUT  
KEITH D. RINTA  
CARA D. HELPER  
TIEN T. CAI  
FREDERICK H. LADNER

OF COUNSEL:  
HOLLY A. R. HART

October 18, 1999



**VIA CERTIFIED MAIL**

Surface Transportation Board  
ATTN: Recordation of Railroad Equipment  
1925 K Street N.W., Suite 704  
Washington, D.C. 20423-0001

RECORDATION NO. 20775-N FILED

**Re: Carlson Leasing/General-Power Flats, Ltd.**  
**Our File No.: 06327-000**

NOV 1 '99

1-15 PM

To Whom It May Concern:

Enclosed please find one (1) original and one (1) copy of the document described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

**Lease Supplement No. 814113**: This document is a lease supplement, a secondary document, dated October 1, 1999. The primary document to which this is connected is a Lease Agreement dated as of June 17, 1997, Recordation No. 20775, between CLC Equipment Company, as Lessor, and Power Flats, Ltd. and OPM Services, Inc., as Co-Lessees.

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

Lessor: CLC Equipment Company  
1405 Xenium Lane North  
Plymouth, MN 55441

Co-Lessees: Power Flats, Ltd.  
1000 West Ormsby  
Louisville, KY 40210

OPM Services, Inc.  
1000 West Ormsby  
Louisville, KY 40210

Surface Transportation Board

October 18, 1999

Page 2

A description of the equipment covered by this document is as follows:

One (1) 70' FM 225 Ton Flat Car - Serial No. LNAL 70964

One (1) 70' FM 225 Ton Flat Car - Serial No. LNAL 70965

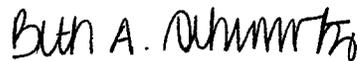
One (1) 70' FM 225 Ton Flat Car - Serial No. LNAL 70966

A check for \$26.00 is enclosed for the filing fee. Please return the original recorded document to:

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

Please contact me directly at (612) 336-9558 if necessary.

Very truly yours,



Beth A. Schwartz  
Legal Assistant

Enclosures

cc: Mr. James Bluhm

RECORDATION NO.

20775-N

FILED

NOV 1 '99

1-15PM

LEASE SUPPLEMENT NO. 814113

Dated October 1, 1999

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 \_\_\_\_\_

NOV 1 '99 1-15PM

THIS LEASE SUPPLEMENT, dated October 1, 1999,  
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 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.

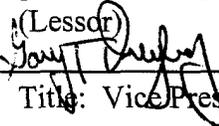
6. This Lease Supplement may be executed by the parties hereto in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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: 

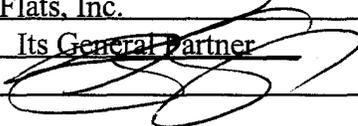
Title: Vice President

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

Power Flats, Ltd., a Kentucky limited partnership

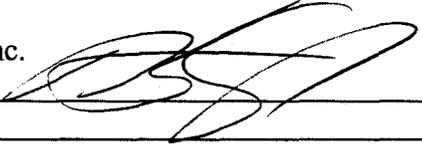
By: OPM Flats, Inc.

Title: Its General Partner

By: 

Title: \_\_\_\_\_

OPM Services, Inc.

By: 

Title: \_\_\_\_\_

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

On this 1st day of October, 1999, before me personally appeared Kent Oyler, to me personally known, who, being by me duly sworn, Kent 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.

  
Notary Public

My Commission Expires: 9/24/2001

[Notary Seal]

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

On this 1st day of October, 1999, before me personally appeared Kent Oyler, to me personally known, who, being by me duly sworn, Kent 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.

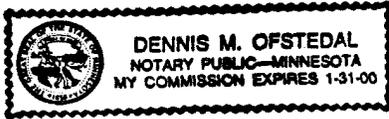
  
Notary Public

My Commission Expires: 9/24/2001

[Notary Seal]

STATE OF Minnesota )  
 : SS.:  
COUNTY OF Hennepin )

On this 4<sup>th</sup> day of October, 1999 before me personally appeared Gary T. Dreyling, 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

My Commission Expires:

[Notary Seal]

SCHEDULE 1

**SCHEDULE OF RAILCARS TO BE DELIVERED**

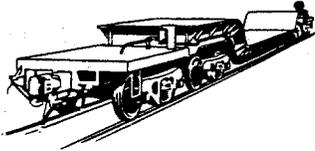
RailCars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Description</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>	<u>Identification Numbers of Railcars</u>
1	LNAL 70964	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70964
1	LNAL 70965	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70965
1	LNAL 70966	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70966
				<u>\$867,000.00</u>	



# KASGRO

RAIL CORP



Specialty Railcars • 320 East Cherry Street • New Castle, PA 16102  
 PH: (724) 658-9061 • FX: (724) 658-7639 • E-Mail Address: kasgro@hto.net

DATE: 09-30-99

INVOICE NO: 99-0258

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

REMIT TO: Kasgro Rail Corp  
 320 E. Cherry Street  
 New Castle, PA 16102

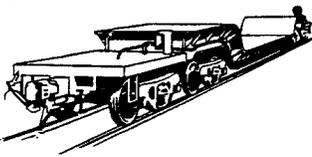
Customer Order No.		Requisitioner K. Oyler	Customer No.	Terms
Shipped Via Rail		Shipped From New Castle, PA	F. O. B. New Castle, PA	Date Accepted
Quantity Ord	Shipped	Description	Unit Price	Amount
1	1	225 Ton 70' FM Flat Car With lock out blocks  Car No. LNAL 70966	\$ 289,000.00	\$ 289,000.00
Total Amount				\$ 289,000.00

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

# KASGRO

RAIL CORP



Specialty Railcars • 320 East Cherry Street • New Castle, PA 16102  
 PH: (724) 658-9061 • FX: (724) 658-7639 • E-Mail Address: kasgro@hto.net

DATE: 09-30-99

INVOICE NO: 99-0259

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

REMIT TO: Kasgro Rail Corp  
 320 E. Cherry Street  
 New Castle, PA 16102

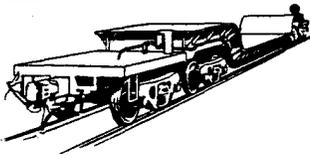
Customer Order No.		Requisitioner K. Oyler	Customer No.	Terms
Shipped Via Rail		Shipped From New Castle, PA	F. O. B. New Castle, PA	Date Accepted
Quantity Ord	Shipped	Description	Unit Price	Amount
1	1	225 Ton 70' FM Flat Car With lock out blocks  Car No. LNAL 70965	\$ 289,000.00	\$ 289,000.00
Total Amount				\$ 289,000.00

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

# KASGRO

RAIL CORP



Specialty Railcars • 320 East Cherry Street • New Castle, PA 16102  
 PH: (724) 658-9061 • FX: (724) 658-7639 • E-Mail Address: kasgro@hto.net

DATE: 09-30-99

INVOICE NO: 99-0260

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

REMIT TO: Kasgro Rail Corp  
 320 E. Cherry Street  
 New Castle, PA 16102

Customer Order No.		Requisitioner K. Oyler	Customer No.	Terms
Shipped Via Rail		Shipped From New Castle, PA	F. O. B. New Castle, PA	Date Accepted
Quantity Ord	Shipped	Description	Unit Price	Amount
1	1	225 Ton 70' FM Flat Car With lock out blocks  Car No. LNAL 70964	\$ 289,000.00	\$ 289,000.00
Total Amount				\$ 289,000.00

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