SURFACE TRANSPORTATION BOARD

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OCT 5 12 42 PM '98

October 5, 1998

RECORDATION NO. 20846-D FILED

OCT 5 '98 12-45 PM

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 5, dated September 30, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement which was previously filed with the Board under Recordation Number 20846.

The names and addresses of the parties to the enclosed document are:

Lessor: Star Bank, National Association
425 Walnut Street
Cincinnati, OH 45202

Lessee: Power Flats, Ltd.
1000 West Ormsby Avenue
Louisville, KY 40210

A description of the railroad equipment covered by the enclosed document is:

three (3) railcars bearing reporting marks and road numbers LNAL 45824, 45825 and 45827.

Counterparts!

Also enclosed is a check in the amount of $26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 20846-D FILED

OCT 5 '98 12-45 PM

LEASE SUPPLEMENT NO. 5

Dated September 30, 1998

Between

Star Bank, National Association, as Lessor

and

Power Flats, Ltd., as Lessee

with respect to

RAILCARS

FILED WITH THE SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U. S.C. § 11303
ON _____, 1998
AT _____ A.M.
RECORDATION NUMBER _____

THIS LEASE SUPPLEMENT, dated September 30, 1998 between Star Bank, National Association ("Lessor"), and Power Flats, Ltd. (Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease) dated as of September 2, 1997, as previously supplemented;

WHEREAS, the Lease provides that on the Closing Date relating to a Railcar, the Seller thereof shall deliver to Lessor a Bill of Sale dated such date by which such 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 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 agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. Lessor and Lessee agree that the first Payment Date (as defined in the Lease) with respect to this Supplement No. 5 shall be October 5, 1998.

6. 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.

7. 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.

8. This Lease Supplement is being delivered in the State of Ohio and shall in all respects be governed by, and construed in accordance with, the laws of the State of Ohio, 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.

STAR BANK, NATIONAL ASSOCIATION
as Lessor

By: _____
Title: Vice President

POWER FLATS, LTD., a Kentucky limited partnership, as Lessee

By: OPM Flats, Inc., its General Partner

By: _____
Title: President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this ____ day of September, 1998, before me personally appeared Mathew Iacobucci, to me personally known, who being by me duly sworn, says that he is Vice President of Star Bank, National Association, a national banking association, that said instrument was signed on behalf of said association 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 association.

Michael P. Dickman
Notary Public
My commission Expires:_____

[Notary Seal]

MICHAEL P. DICKMAN
Notary Public, State of Ohio
My Commission Expires July 23, 2003

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 30th day of September, 1998, before me personally appeared Kent Oyler, to me personally known, who, being by me duly sworn says that he is the President of OPM Flats, Inc., a Kentucky corporation and 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]

SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

RailCars	Lessor's Cost Per Unit	Identification No. of Railcars
25' F.D. RailCar	$113,329	LNAL 45827 (Old #ATSF 90013)
32' F.D. RailCar	$145,808	LNAL 45824 (Old #BN631020)
32' F.D. RailCar	$117,990	LNAL 45825 (Old #ATSF 90006)

Aggregate Lessor's Cost . . .$377,127.00

Aggregate Lessor's Cost x 1.54785% = monthly Basic Rent of $5,837.00

Schedule 2

Date	Stipulated Loss Value (%)
10/05/98	102.23
11/05/98	101.46
12/05/98	100.67
01/05/99	99.87
02/05/99	99.05
03/05/99	98.23
04/05/99	97.40
05/05/99	96.55
06/05/99	95.69
07/05/99	94.83
08/05/99	93.95
09/05/99	93.06
10/05/99	92.16
11/05/99	91.25
12/05/99	90.33
01/05/00	89.40
02/05/00	88.46
03/05/00	87.50
04/05/00	86.54
05/05/00	85.57
06/05/00	84.59
07/05/00	83.60
08/05/00	82.60
09/05/00	81.59
10/05/00	80.57
11/05/00	79.54
12/05/00	78.50
01/05/01	77.45
02/05/01	76.40
03/05/01	75.33

04/05/01	74.25
05/05/01	73.16
06/05/01	72.07
07/05/01	70.97
08/05/01	69.85
09/05/01	68.73
10/05/01	67.60
11/05/01	66.46
12/05/01	65.31
01/05/02	64.16
02/05/02	62.99
03/05/02	61.81
04/05/02	60.62
05/05/02	59.43
06/05/02	58.23
07/05/02	57.02
08/05/02	55.80
09/05/02	54.57
10/05/02	53.33
11/05/02	52.09
12/05/02	50.83
01/05/03	49.57
02/05/03	48.30
03/05/03	47.01
04/05/03	45.75
05/05/03	44.43
06/05/03	43.14
07/05/03	41.85
08/05/03	40.54
09/05/03	39.23

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