

RECORDATION NO. 20846-4, T

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2-20PM

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OF COUNSEL
URBAN A. LESTER

August 5, 1999

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. 8, and Amendment No. 2 to Lease Agreement, both dated July 27, 1999, both secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Lease Agreement filed with the Board under Recordation Number 20846.

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

Lessor: Firstar Bank, N.A.
425 Walnut Street
Cincinnati, Ohio 45202

Lessee: Power Flats, Ltd.
1000 W. Ormsby Avenue
Louisville, Kentucky 40201

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

Five (5) railcars set forth on Schedule 1 attached hereto

Mr. Vernon A. Williams
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Also enclosed is a check in the amount of \$52.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,


for Robert W. Alverd

RWA/bg
Enclosures

RECORDATION NO. 20846-I FILED

AUG 5 '99 2-20PM

LEASE SUPPLEMENT NO. 8

Dated July 27, 1999

Between

Firststar 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 _____, 1999
AT _____ A.M.
RECORDATION NUMBER _____

THIS LEASE SUPPLEMENT, dated July 27, 1999 between Firststar Bank, National Association (formerly known as 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. 8 shall be August 5, 1999.

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.

FIRSTAR BANK, NATIONAL ASSOCIATION
as Lessor

By: Math F. Arlin V.P.
Title: Vice President

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

By: OPM Flats, Inc., its General Partner
By: [Signature]
Title: President

SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

<u>RailCars</u>	<u>Lessor's Cost Per Unit</u>	<u>Identification No. of Railcars</u>
25' 200 Ton D.F. Rail Car	\$149,700	LNAL 45833 (Old # ATSF 90015)
25' 122 Ton DF Flat Car	\$156,800	LNAL 25972
25' 122 Ton DF Flat Car	\$156,800	LNAL 25971
25' 200 Ton F.D. Rail Car	\$149,700	LNAL 45831 (Old #CN 674001)
Portable fixture FD to FM Conversion	\$39,900	
25' 200 Ton F.D. Rail Car	\$149,700	LNAL 45832 (Old #CN 674002)
Portable fixture FD to FM Conversion	\$39,900	

Aggregate Lessor's Cost . . . \$842,500.00

Aggregate Lessor's Cost x 1.56906% = monthly Basic Rent of \$13,219.00

Schedule 2

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

02/05/02	74.25
03/05/02	73.16
04/05/02	72.07
05/05/02	70.97
06/05/02	69.85
07/05/02	68.73
08/05/02	67.60
09/05/02	66.46
10/05/02	65.31
11/05/02	64.16
12/05/02	62.99
01/05/03	61.81
02/05/03	60.62
03/05/03	59.43
04/05/03	58.23
05/05/03	57.021
06/05/03	55.80
07/05/03	54.57
08/05/03	53.33
09/05/03	52.09
10/05/03	50.83
11/05/03	49.57
12/05/03	48.30
01/05/04	47.01
02/05/04	45.75
03/05/04	44.43
04/05/04	43.14
05/05/04	41.84
06/05/04	40.54
07/05/04	39.23