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19697-13
1995
PM

OF COUNSEL:
DWIGHT G. RABUSE

December 6, 1995

Secretary
Interstate Commerce Commission
1201 Constitution Avenue NW
Room 2311
Washington, D.C. 20423-0001

Dear Secretary:

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

This document is a lease supplement, a secondary document, dated December 1, 1995. The primary document to which this is connected is a Lease Agreement dated as of August 31, 1995 between CLC Equipment Company and Icelease Partners, Ltd and is recorded under Recordation No. 19697.

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

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

Lessee: Icelease Partners, Ltd.
1000 W. Ormsby
Louisville, KY 40210

A description of the equipment covered by the document follows:

One (1) Krasgo 60 foot loading deck 235-Ton FM flat railcar. Serial No. LNAL 60951 and
One (1) Krasgo 60 foot loading deck 235-Ton FM flat railcar. Serial No. LNAL 60952.

A fee of \$21.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

CLC Equipment Company
12755 State Highway 55
Minneapolis, MN 55441
Attention: Mr. James Bluhm

A short summary of the document to appear in the index follows:

A Lease Supplement to Lease Agreement with Recordation No. 19697 dated August 31, 1995 and covering one (1) Krasgo 60 foot loading deck 235-Ton FM flat railcar; Serial No. LNAL 60951 and one (1) Krasgo 60 foot loading deck 235-Ton FM flat railcar; Serial No. LNAL 60952.

Very truly yours,

Fabyanske, Svoboda, Westra & Hart, P.A.

By: Jeremiah J. Keamy
Its: J. V. V. President

Attorneys for: CLC Equipment Company



Interstate Commerce Commission
Washington, D.C. 20423-0001

12/11/95

Office Of The Secretary

Jeremiah J. Kearney
Fabyanske, Svoboda, Westra & Hart
920 Second Avenue South, Ste. 1100
Minneapolis, Minnesota 55402

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/11/95 at 1:15PM, and assigned recordation number(s). 19697-B.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100885049)

~~\$ 21.00~~ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

19697-B
1995

LEASE SUPPLEMENT NO. 988102

Dated December 1, 1995

Between

CLC Equipment Company

as Lessor

and

Iclease Partners, Ltd.

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 December 1, 1995,
between CLC Equipment Company, a Minnesota corporation ("Lessor") and
Icelease Partners, Ltd., a Kentucky limited partnership ("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 August 31, 1995

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 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.

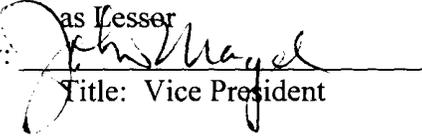
5. All of the provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

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.

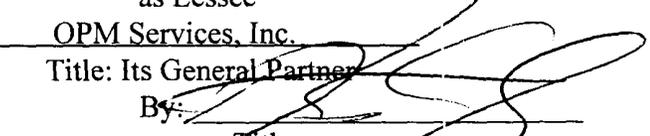
7. This Lease Supplement is being delivered in the State of Minnesota and shall in all respects be governed by, and construed in accordance with, the laws of the State of Minnesota, including all matters of construction, validity and performance.

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

as Lessor
By: 
Title: Vice President

Icelease Partners, Ltd., a Kentucky limited partnership
as Lessee

By: 
Title: Its General Partner

By: 
Title: 

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

On this 29th day of November, 1995, 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, the general partner of Icelease Partners, 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.

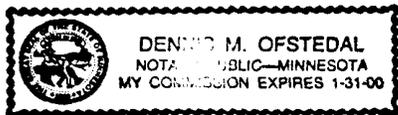
Cheryl L. Gaus
Notary Public

My Commission Expires: May 6, 1999.

[Notary Seal]

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

On this 1st day of December, 1995, before me personally appeared John R. Nagel, 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>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>	<u>Identification Numbers of Railcars</u>
1	LNAL 60951	\$252,600.00	\$252,600.00	LNAL 60951
1	LNAL 60952	\$252,600.00	\$252,600.00	LNAL 60952
	Total:	<u>\$505,200.00</u>	<u>\$505,200.00</u>	

STIPULATED LOSS VALUES

<u>Payment Period No.</u>	<u>Amount Due as a percentage of Original Cost</u>	<u>Payment Period No.</u>	<u>Amount Due as a percentage of Original Cost</u>	<u>Payment Period No.</u>	<u>Amount Due as a percentage of Original Cost</u>
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

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