

RECORDATION NO. 22725-B FILED

JAN 18 '00 4-00 PM

SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 835102



Dated 12/21/99, 1999

Between

CLC Equipment Company

as Lessor

and

Kasgro Leasing LLC and Kasgro Rail Corp., as Co-Lessees,

as Lessee

with respect to

RAILCARS

FILED WITH THE SURFACE TRANSPORTATION BOARD

fka: INTERSTATE COMMERCE COMMISSION

PURSUANT TO 49 U.S.C. §11303

ON _____,

AT ____:____ A.M.

RECORDATION NUMBER _____

THIS LEASE SUPPLEMENT, dated December 21, 1999,
between CLC Equipment Company, a Minnesota corporation ("Lessor") and
Kasgro Leasing LLC, a Pennsylvania limited liability company and Kasgro Rail Corp., a
Pennsylvania 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 December 10, 1999

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.

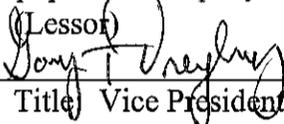
5. All of the provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

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

Kasgro Leasing LLC, a Pennsylvania Limited Liability Company, and Kasgro Rail Corp., a Pennsylvania Corporation, as Co-Lessees
(Lessee)

Kasgro Leasing LLC

By: 
Title: Vice President

Kasgro Rail Corp.

By: 
Title: Vice President

STATE OF WISCONSIN)
 : SS.:
COUNTY OF MILWAUKEE)

On this 21st day of December, 1999, before me personally appeared John M. Sibott, to me personally known, who, being by me duly sworn, John M. Sibott says that he is the Vice President of Kasgro Leasing LLC, a Pennsylvania Limited Liability Company, that said instrument was signed on behalf of said limited liability company by authority of said limited liability company's Board of Governors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Michèle L. Zepherin
Notary Public

My Commission Expires: 2/4/2001

[Notary Seal]

STATE OF WISCONSIN)
 : SS.:
COUNTY OF MILWAUKEE)

On this 21st day of December, 1999, before me personally appeared John M. Sibott, to me personally known, who, being by me duly sworn, John M. Sibott says that he is the Vice President of Kasgro Rail Corp., a Pennsylvania 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.

Michèle L. Zepherin
Notary Public

My Commission Expires: 2/4/2001

[Notary Seal]

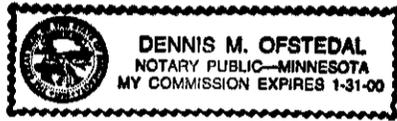
STATE OF Minnesota)
 : SS.:
COUNTY OF Hennepin)

On this 22ND day of December, 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.


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 70957	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70957
1	LNAL 70956	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70956
1	LNAL 70955	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70955
1	LNAL 70954	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70954
1	LNAL 70953	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70953
				<u>\$1,445,000.00</u>	

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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

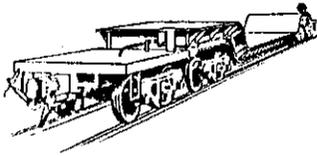
Note: Stipulated Loss Values based upon A.A.R. depreciation of 3.6% annually.

Initials

Initials

Initials





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: 12-16-99

INVOICE NO: 99-0322

SOLD TO: CLC Equipment Leasing Co.
 Attention James H. Bluhm
 Carleson 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	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
5	5	225 Ton 70' FM Flat Car With lock out blocks Car No. LNAL 70957 LNAL 70956 LNAL 70955 LNAL 70954 LNAL 70953	\$ 289,000.00	\$1,445,000.00
<i>Supplement no. 835102</i>				
Total Amount				\$1,445,000.00

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