

THOMPSON
HINE & FLORY LLP

Attorneys at Law

November 30, 2000

RECORDATION NO. 23237-A FILED

NOV 30 '00 1:41 PM

VIA HAND DELIVERY

SURFACE TRANSPORTATION BOARD

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of a secondary document not previously recorded, entitled Collateral Assignment of Railroad Car Use Agreement (the "Assignment") between Kasgro Leasing, LLC (the "Assignor") and Heller Financial Leasing, Inc. ("Assignee"), dated as of November 28, 2000.

The parties to the enclosed Assignment are:

ASSIGNOR — Kasgro Leasing, LLC
320 East Cherry Street
New Castle, PA 16102

ASSIGNEE — Heller Financial Leasing, Inc.
500 W. Monroe Street
Chicago, IL 60661

The said Assignment has been entered into by the parties as security for certain obligations of Assignor in connection with its purchase of certain flat railcars, as described below. Pursuant to the Assignment, Assignor is assigning all of its right, title and interest in and to, but not its obligations under, that certain Railroad Car Use Agreement, dated as of May 15, 2000 (the "Lease") between Assignor, as Lessor, and General Electric Co., as Lessee, such Lease covering the said railcars. A Memorandum of the said Lease is being filed concurrently herewith. The instant Assignment should be recorded under the Recordation Number assigned to the Memorandum of Lease as -A.

The units of equipment covered by the instant Assignment are the flat railcars as described in Schedule I attached hereto.

1920 N Street, N.W. Washington, D.C. 20036-1601 202-331-8800 fax 331-8330

BRUSSELS, BELGIUM CINCINNATI CLEVELAND COLUMBUS DAYTON PALM BEACH WASHINGTON, D.C.

THOMPSON
HINE & FLORY LLP

Attorneys at Law

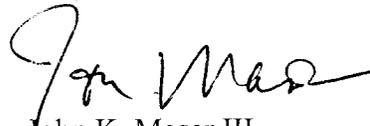
Honorable Vernon A. Williams
November 30, 2000
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A short summary of the Assignment of Lease to appear in the STB Index follows:

“Assignment of Railroad Car Use Agreement, dated as of November 28, 2000 between Kasgro Leasing, LLC as Assignor and Heller Financial Leasing, Inc. as Assignee, covering 17 flat railcars bearing identification marks and numbers: LNAL 70930, 370387-370390, and KRL 370391, 70909, 70910, 70912-70920 as listed on Schedule I to the Assignment.”

Once the filing has been made, please return to bearer the stamped counterparts not needed for your files, together with the fee receipt and letter from the Secretary acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,



John K. Maser III

*Attorney for purposes of this filing for
Kasgro Leasing, LLC and Heller
Financial Leasing, Inc.*

Enclosures

110752
049849.03

SCHEDULE I

GENERAL ELECTRIC - Schenectady, NY.

LNAL 70930
KRL 70920
KRL 70919
KRL 70918
KRL 70917
KRL 70916
KRL 70915
KRL 70914
KRL 70913
KRL 70912
KRL 70910
KRL 70909
LNAL 370387
LNAL 370388
LNAL 370389
LNAL 370390
KRL 370391

**COLLATERAL ASSIGNMENT OF
RAILROAD CAR USE AGREEMENT**

NOV 30 '00 : 1:41 PM

SURFACE TRANSPORTATION BOARD

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KASGRO LEASING, LLC, a Pennsylvania limited liability company (together with its successors and permitted assigns, the "Assignor"), hereby assigns to HELLER FINANCIAL LEASING, INC., a Delaware corporation (together with its successors and permitted assigns, the "Assignee"), as security for certain obligations of Assignor in connection with its purchase of certain flat railcars, all of its right, title, and interest in and to, but not its obligations under, the following described Railroad Car Use Agreement:

Railroad Car Use Agreement, dated as of May 15, 2000 (together with all amendments and supplements thereto, the "Lease") between Assignor, as Lessor, and GENERAL ELECTRIC, as Lessee, such Lease covering certain flat railcars as described in Schedule I hereto. A memorandum of the said Lease has been filed with the Surface Transportation Board.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment of Railroad Car Use Agreement to be duly executed by their respective duly authorized officers, on the 28 day of November, 2000.

KASGRO LEASING, LLC.

By: 

Title: PRES. & CEO.

HELLER FINANCIAL LEASING, INC.

By: _____

Title: _____

**COLLATERAL ASSIGNMENT OF
RAILROAD CAR USE AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KASGRO LEASING, LLC, a Pennsylvania limited liability company (together with its successors and permitted assigns, the "Assignor"), hereby assigns to HELLER FINANCIAL LEASING, INC., a Delaware corporation (together with its successors and permitted assigns, the "Assignee"), as security for certain obligations of Assignor in connection with its purchase of certain flat railcars, all of its right, title, and interest in and to, but not its obligations under, the following described Railroad Car Use Agreement:

Railroad Car Use Agreement, dated as of May 15, 2000 (together with all amendments and supplements thereto, the "Lease") between Assignor, as Lessor, and GENERAL ELECTRIC, as Lessee, such Lease covering certain flat railcars as described in Schedule I hereto. A memorandum of the said Lease has been filed with the Surface Transportation Board.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment of Railroad Car Use Agreement to be duly executed by their respective duly authorized officers, on the 28th day of November, 2000.

KASGRO LEASING, LLC.

By: _____

Title: _____

HELLER FINANCIAL LEASING, INC.

By: Joseph B. Williams

Title: Vice President

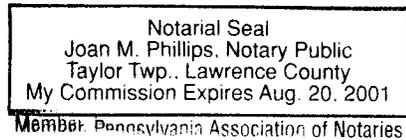
STATE OF Pennsylvania)
)
COUNTY OF Lawrence) SS:

On this 25th day of November, 2000, before me personally appeared G.M. Kassab to me personally known, who, being duly sworn, did say that he is President & CEO of Kasgro Leasing, LLC, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

Joan M. Phillips
Notary Public

My Commission Expires:

8-20-01



STATE OF _____)
)
COUNTY OF _____) SS:

On this _____ day of _____, 2000, before me personally appeared _____ to me personally known, who, being duly sworn, did say that he is _____ of Heller Financial Leasing, Inc., and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

Notary Public

My Commission Expires:

SCHEDULE I

GENERAL ELECTRIC - Schenectady, NY.

LNAL 70930
KRL 70920
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