

THOMPSON
HINE & FLORY LLP

Attorneys at Law

RECORDATION NO. 23213 FILED

NOV 1 '00 2-42 PM

TS
SURFACE TRANSPORTATION BOARD

November 1, 2000

VIA HAND DELIVERY

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, NW
Washington, DC 20423-0001

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 primary document not previously recorded entitled Memorandum of Master Lease Agreement (together with all amendments and supplements, the "Memorandum of Lease") between Heller Financial Leasing, Inc. (together with its successors and permitted assigns, the "Lessor") and Kasgro Leasing, LLC (together with its successors and permitted assigns, the "Lessee") dated as of October 30, 2000.

The parties to the Memorandum of Lease are:

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

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

The said Memorandum of Lease evidences of record that certain Master Lease Agreement dated as of October 30, 2000 (the "Lease"), pursuant to which the Lessor is leasing to the Lessee certain flat railcars, as identified in the Lease.

The units of equipment currently covered by the Memorandum of Lease are the said flat railcars, as identified in Schedule I to the Memorandum of Lease, a copy of which is attached hereto.

A short summary of the Memorandum of Lease to appear in the STB Index is as follows:

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.

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Honorable Vernon A. Williams
Secretary, STB
November 1, 2000
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“Memorandum of Lease dated as of October 30, 2000 between Heller Financial Leasing, Inc., as Lessor, and Kasgro Leasing, LLC, as Lessee, covering 42 flat railcars bearing identification marks: LNAL or KRL and numbers as listed on Schedule I to the Memorandum of Lease.”

Enclosed is a remittance in the amount of \$26.00 for the required recording fee.

Once the filing has been made, please return to bearer the stamped counterpart not needed for your files, together with the 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
Heller Financial Leasing, Inc. and Kasgro
Leasing, LLC*

Enclosures

110682
049849.03

SCHEDULE I

#	Symbol	Number	Description of Equipment	Anticipated Symbol and Number	
1	LNAL	70930	70', 230 - Ton 8 - Axle FM	KRL	70930
2	LNAL	70929	70', 230 - Ton 8 - Axle FM	KRL	70929
3	LNAL	70928	70', 230 - Ton 8 - Axle FM	KRL	70928
4	LNAL	70927	70', 230 - Ton 8 - Axle FM	KRL	70927
5	LNAL	70926	70', 230 - Ton 8 - Axle FM	KRL	70926
6	LNAL	70925	70', 230 - Ton 8 - Axle FM	KRL	70925
7	KRL	70924	70', 230 - Ton 8 - Axle FM		
8	KRL	70923	70', 230 - Ton 8 - Axle FM		
9	KRL	70922	70', 230 - Ton 8 - Axle FM		
10	KRL	70921	70', 230 - Ton 8 - Axle FM		
11	KRL	70920	70', 230 - Ton 8 - Axle FM		
12	KRL	70919	70', 230 - Ton 8 - Axle FM		
13	KRL	70918	70', 230 - Ton 8 - Axle FM		
14	KRL	70917	70', 230 - Ton 8 - Axle FM		
15	KRL	70916	70', 230 - Ton 8 - Axle FM		
16	KRL	70915	70', 230 - Ton 8 - Axle FM		
17	KRL	70914	70', 230 - Ton 8 - Axle FM		
18	KRL	70913	70', 230 - Ton 8 - Axle FM		
19	KRL	70912	70', 230 - Ton 8 - Axle FM		
20	KRL	70911	70', 230 - Ton 8 - Axle FM		
21	KRL	70910	70', 230 - Ton 8 - Axle FM		
22	KRL	70909	70', 230 - Ton 8 - Axle FM		
23	LNAL	370387	48', 370 - Ton 12 - Axle FM	KRL	370387
24	LNAL	370388	48', 370 - Ton 12 - Axle FM	KRL	370388
25	LNAL	370389	48', 370 - Ton 12 - Axle FM	KRL	370389
26	LNAL	370390	48', 370 - Ton 12 - Axle FM	KRL	370390
27	KRL	370391	48', 370 - Ton 12 - Axle FM		
28	KRL	25975	25', 122 - Ton 4 - Axle FD		
29	KRL	25976	25', 122 - Ton 4 - Axle FD		
30	KRL	25977	25', 122 - Ton 4 - Axle FD		
31	KRL	25978	25', 122 - Ton 4 - Axle FD		
32	KRL	701203	70', 120 - Ton 4 - Axle FM		
33	KRL	701204	70', 120 - Ton 4 - Axle FM		
34	KRL	701205	70', 120 - Ton 4 - Axle FM		
35	KRL	701206	70', 120 - Ton 4 - Axle FM		
36	KRL	701207	70', 120 - Ton 4 - Axle FM		
37	KRL	701208	70', 120 - Ton 4 - Axle FM		
38	KRL	701209	70', 120 - Ton 4 - Axle FM		
39	KRL	300301	30', 300 - Ton 12 - Axle FD		
40	KRL	832002	32', 225 - Ton 8 - Axle FD		
41	KRL	27102	27', 235 - Ton 8 - Axle FD		
42	KRL	27103	27', 235 - Ton 8 - Axle FD		

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SURFACE TRANSPORTATION BOARD

**MEMORANDUM OF
MASTER LEASE AGREEMENT**

MEMORANDUM OF MASTER LEASE AGREEMENT dated as of October 30, 2000 (together with all amendments and supplements hereto, this "Memorandum") between Heller Financial Leasing, Inc., a Delaware corporation, (together with its successors and permitted assigns, the "Lessor"), and Kasgro Leasing, LLC, a Pennsylvania limited liability company (together with its successors and permitted assigns, the "Lessee").

WHEREAS, the Lessor and the Lessee have entered into that certain Master Lease Agreement, dated as of October 30, 2000, covering the flat railcars, as described in Schedule I attached hereto.

IN WITNESS WHEREOF, the parties hereto wish to show for public record the ownership of such rail cars in favor of the Lessor and the leasehold interest in such railcars of the Lessee and, accordingly, have caused this Memorandum to be duly executed by their respective duly authorized officers, on the 30 of October, 2000.

HELLER FINANCIAL LEASING, INC.

By: _____

Title: _____

KASGRO LEASING, LLC.

By: *[Signature]*

Title: PRES. & CEO

**MEMORANDUM OF
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HELLER FINANCIAL LEASING, INC.

By: 

Title: Vice President

KASGRO LEASING, LLC.

By: _____

Title: _____

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 _____, 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:

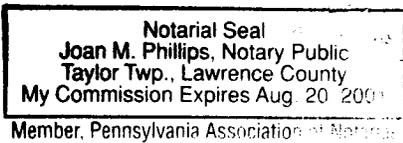
STATE OF PENNSYLVANIA)
)
COUNTY OF LAWRENCE) ss:

On this 30th day of October, 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

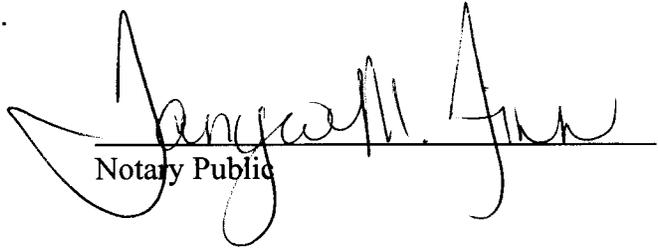
Notary Public

My Commission Expires:
Aug 20, 2001

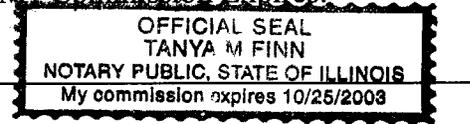


STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 30th day of October, 2000, before me personally appeared Joseph B. Williams to me personally known, who, being duly sworn, did say that he is Vice President 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:



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 _____, 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:

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