

THOMPSON
HINE & FLORY LLP

Attorneys at Law

RECORDATION NO. 23341 FILED

JAN 17 '01 11-29 AM

TS
SURFACE TRANSPORTATION BOARD

January 17, 2001

VIA HAND DELIVERY

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 primary document not previously recorded, entitled Collateral Assignment of Rail 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 Rail Car Use Agreement, dated as of September 1, 2000 (the "Lease") between Assignor, as Lessor, and VOGT-NEM, Inc., as Lessee, such Lease covering the said railcars.

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

A short summary of the Assignment of Lease to appear in the STB Index 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.

THOMPSON
HINE & FLORY LLP

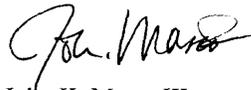
Attorneys at Law

Honorable Vernon A. Williams
January 17, 2001
Page 2

“Assignment of Rail Car Use Agreement, dated as of November 28, 2000 between Kasgro Leasing, LLC as Assignor and Heller Financial Leasing, Inc. as Assignee, covering flat railcars bearing identification marks: LNAL 70927 and LNAL 70928.”

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

110744
049849.03

RECORDATION NO. 23341 FILED

**COLLATERAL ASSIGNMENT OF
RAIL CAR USER AGREEMENT**

JAN 17 '01 11-29 AM

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 Rail Car User Agreement:

Rail Car User Agreement, dated as of September 1, 2000 (together with all amendments and supplements thereto, the "Lease") between Assignor, as Lessor, and VOGT-NEM, INC., 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 Rail Car User 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
RAIL CAR USER 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 Rail Car User Agreement:

Rail Car User Agreement, dated as of September 1, 2000 (together with all amendments and supplements thereto, the "Lease") between Assignor, as Lessor, and VOGT-NEM, INC., 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 Rail Car User Agreement to be duly executed by their respective duly authorized officers, on the 28 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)

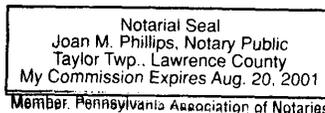
ss:

On this 28th 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:

110604
049849.03

STATE OF _____)
)
COUNTY OF _____) ss:

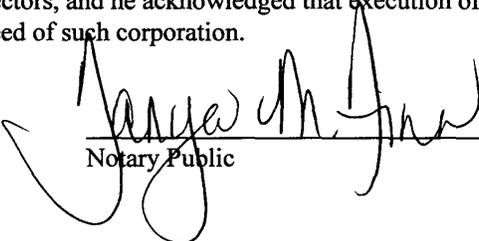
On this _____ day of _____, 2000, before me personally appeared _____ to me personally known, who, being duly sworn, did say that he is _____ of Kasgro Leasing, LLC, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged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

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss:

On this 21st day of November, 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:



SCHEDULE I

VOGT NEM - Sapulpa, OK.

LNAL 70928
LNAL 70927