

**BALL JANIK LLP**

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RECORDATION NO. 23753-B FILED

JUL 19 '04 11-05 AM

SURFACE TRANSPORTATION BOARD

LOUIS E. GITOMER  
OF COUNSEL  
(202) 466-6532

lgitomer@dc.bjllp.com

July 19, 2004

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

Dear Secretary Williams:

I have enclosed three originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Assignment and Agreement, a secondary document, dated as of August 8, 2003. The primary document to which this is connected is recorded under Recordation No. 23753. We request that one copy of this document be recorded under Recordation No. 23753-B.

The names and addresses of the parties to the Memorandum of Assignment and Agreement are:

Assignor:

G Finance Holding Corp.  
Deutsche Bank Group  
1181 C Lake Cook Road  
Deerfield, IL 60015

Assignee:

LaSalle National Leasing Corporation  
One West Pennsylvania Avenue, Suite 1000  
Towson, MD 21204

A description of the equipment covered by the Memorandum of Assignment and Agreement consists of (1) 60 100-ton gondola cars, numbered AMGX 4101-4160, inclusive, and (2) 51 125-ton gondola cars numbered AMGX 5000, 5026, 5032, 5034, 5035, 5036, 5037, 5040, 5041, 5044, 5046, 5049, 5053, 5055, 5056, 5058, 5059, 5060, 5061, 5062, 5064, 5065, 5067,

**BALL JANIK** LLP

Honorable Vernon A. Williams

July 19, 2004

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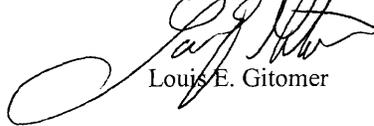
5068, 5069, 5071, 5073, 5074, 5075, 5077, 5078, 5079, 5080, 5083, 5084, 5085, 5086, 5087, 5090, 5091, 5093, 5095, 5096, 5097, 5098, 5099, 5200, 5201, 5202, 5203, and 5204.

A fee of \$ 30.00 is enclosed. Please return two originals to:

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
Suite 225  
1455 F Street, N.W.  
Washington, DC 20005

A short summary of the document to appear in the index follows: a Memorandum of Assignment and Agreement between G Finance Holding Corp., Deutsche Bank Group, 1181 C Lake Cook Road, Deerfield, IL 60015, and LaSalle National Leasing Corporation, One West Pennsylvania Avenue, Suite 1000, Towson, MD 21204, covering (1) 50 100-ton gondola cars, numbered AMGX 4101-4160, inclusive, and (2) 51 125-ton gondola cars numbered AMGX 5000, 5026, 5032, 5034, 5035, 5036, 5037, 5040, 5041, 5044, 5046, 5049, 5053, 5055, 5056, 5058, 5059, 5060, 5061, 5062, 5064, 5065, 5067, 5068, 5069, 5071, 5073, 5074, 5075, 5077, 5078, 5079, 5080, 5083, 5084, 5085, 5086, 5087, 5090, 5091, 5093, 5095, 5096, 5097, 5098, 5099, 5200, 5201, 5202, 5203, and 5204.

Very Truly Yours,



Louis E. Gitomer

Enclosures

JUL 19 '04 11-05 AM

MEMORANDUM OF ASSIGNMENT AND AGREEMENT  
SURFACE TRANSPORTATION BOARD

This Memorandum of Assignment and Agreement is dated as of August 8 2003 by and between G FINANCE HOLDING CORP. ("G FINANCE"), as successor-in-interest and assignee of Deutsche Financial Services Corporation ("DFSC"), assignee of TRIMARC FINANCIAL, INC. ("TFI"), the assignor, and LASALLE NATIONAL LEASING CORPORATION ("LASALLE"), the assignee.

**WITNESSETH:**

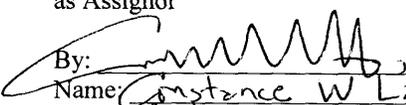
1. A Memorandum of Lease Agreement and of Assignment of Purchase Order dated as of December 5, 2001 (the "Lease") between TFI, as lessor, and AMG Resources Corporation ("AMG"), as lessee, was recorded at the Surface Transportation Board (the "Board") on December 6, 2001 under Recordation No. 23753 for the Equipment identified in the Attachment, with reference to Master Lease No. MLA-1183 dated as of November 20, 2001 between TFI and AMG. A Memorandum of Assignment of Lease dated as of December 5, 2001 from TFI, as assignor, and DFSC, as assignee, was recorded at the Board on December 6, 2001 under Recordation No. 23753-A for the Equipment.

2. In consideration of the premises and the agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, G FINANCE is, effective as of the date hereof: (a) assigning to LASALLE, all rights, title, interests, and obligations of G FINANCE in, under and to the Lease, and LASALLE is accepting all of the same, in each such case to the extent attributable to the period commencing on and continuing after the consummation of such assignment and acceptance on August 8, 2003 at 12:01 a.m. Eastern Daylight Time; and (b) selling the Equipment to LASALLE, and LASALLE shall be the owner of the Equipment and G FINANCE shall have no interest or authority of any nature regarding the Equipment. G FINANCE is not transferring, and LASALLE is not assuming, any obligations or liabilities of G FINANCE under or in any way related to the Lease, prior to the aforementioned consummation of acceptance.

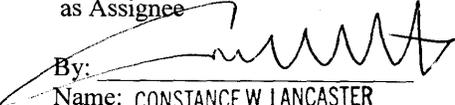
3. This Memorandum of Assignment and Agreement may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, each of the parties hereto have caused this Memorandum of Assignment and Agreement to be executed by its duly authorized officer as of the date first written above.

G FINANCE HOLDING CORP.  
as Assignor

By:  *Attny in fact*  
Name: Constance W Lancaster  
Title: Attorney in Fact

LASALLE NATIONAL LEASING  
CORPORATION  
as Assignee

By:   
Name: CONSTANCE W. LANCASTER  
Title: 1st VICE PRESIDENT

STATE OF Maryland )  
COUNTY OF Baltimore ) ss

On this 8<sup>th</sup> day of August, 2003, before me personally appeared Constance W. Lancaster, to me personally known, who being by me duly sworn, says that he is the Attorney In fact, of G Finance Holding Corp. that the foregoing instrument was signed on behalf of said limited liability corporation, and he acknowledged that the execution of the said instrument was <sup>his</sup> free act and deed.

Dana L. Welker  
NOTARY PUBLIC  
DANA L. WELKER  
NOTARY PUBLIC  
BALTIMORE COUNTY

My commission expires: 11/1/2007

STATE OF MARYLAND )  
COUNTY OF BALTIMORE ) ss

On this 8<sup>th</sup> day of August, 2003, before me personally appeared Constance W. Lancaster, to me personally known, who being by me duly sworn, says that he is the 1<sup>st</sup> Vice President, of LaSalle National Leasing Corporation that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was <sup>his</sup> free act and deed.

Dana L. Welker  
NOTARY PUBLIC  
DANA L. WELKER  
NOTARY PUBLIC  
BALTIMORE COUNTY

My commission expires: 11/1/2007

ATTACHMENT

The Equipment consists of (1) 60 100-ton gondola cars, numbered AMGX 4101-4160, inclusive, and (2) 51 125-ton gondola cars numbered AMGX 5000, 5026, 5032, 5034, 5035, 5036, 5037, 5040, 5041, 5044, 5046, 5049, 5053, 5055, 5056, 5058, 5059, 5060, 5061, 5062, 5064, 5065, 5067, 5068, 5069, 5071, 5073, 5074, 5075, 5077, 5078, 5079, 5080, 5083, 5084, 5085, 5086, 5087, 5090, 5091, 5093, 5095, 5096, 5097, 5098, 5099, 5200, 5201, 5202, 5203, and 5204.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that G FINANCE HOLDING CORP., as seller (the "Seller") under that certain Purchase Agreement dated as of May 30, 2003 (the "Purchase Agreement") by and between the Seller and LaSalle National Leasing Corporation, as purchaser (the "Purchaser"), does hereby appoint LASALLE NATIONAL LEASING CORPORATION as its true and lawful attorney-in-fact (the "Attorney-in-Fact"), to act singly and independently, with full power of substitution, and in its name and on its behalf, to do any of the following acts and things, or any of them, that is to say:

1. To take all steps necessary to effect the assignment to the Purchaser of any and all Uniform Commercial Code filings, Surface Transportation Board filings, motor vehicles registration and/or lien notation filings and any other filings made by or for the benefit of the Seller with respect to the Purchased Assets (as defined in the Purchase Agreement).

2. Generally, to sign, execute, seal and deliver for and on behalf of and in the name of the Seller any and all other documents whatsoever and to take all such measures and perform all such other acts and things for and on behalf of and in the name of the Seller as such Attorney-in-Fact shall deem necessary, appropriate, desirable or expedient in connection with the aforementioned arrangements or for the carrying out or carrying into effect of each of the purposes or acts hereby authorized.

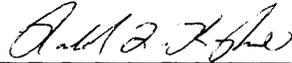
3. To nominate and appoint one or more persons or substitutes under the Attorney-in-Fact to carry out all or any of the objects herein authorized and to revoke any such appointment at pleasure.

The Seller is authorized to delegate this power of attorney to the Purchase pursuant to Section 2.1(c)(2) of the Purchase Agreement.

IN WITNESS WHEREOF, G FINANCE HOLDING CORP. has caused this Power of Attorney to be duly executed, under seal, this 12<sup>th</sup> day of June, 2003.

WITNESS:

G FINANCE HOLDING CORP.

  
Name: RONALD L. KOZMINSKI  
Title: DEPUTY GENERAL COUNSEL

By:  (SEAL)  
Name: Richard C. Golden  
Title: Managing Director

CITY/COUNTY OF *St. Louis* )  
STATE OF *Missouri* ) SS:

On this *12<sup>th</sup>* day of *June*, 2003, before me, a Notary Public in and for the County and State aforesaid, personally appeared *Richard L. Goldman*, to me known, who being by me duly sworn, deposes and says that he is a *Managing Director* of G Finance Holding Corp., described in and which executed the foregoing Power of Attorney; that he signed his name thereto pursuant to authority granted him by the corporation; and he acknowledged the foregoing Power of Attorney to be the voluntary act and deed of said corporation for the purpose therein expressed.

AS WITNESS my Hand and Notarial Seal.

(SEAL)  *Vicki M. Hrebec*  
Notary Public

My commission expires: *12/15/2006*.