

RIDER # 199601-AKZR4

JAN - 6 1997 12:25 PM

Handwritten initials

This Rider to the Lease Agreement made as of June 21, 1996 between Lessor and Akzo Salt Company ("Lessee") is made on April 1, 1996. The provision of the Full Service Lease Agreement, Lease # 199601-AKZ, solely as they relate to the cars leased under this Rider are incorporated by reference into and shall be deemed an instrument of Lease separate from any other rider under the full service lease agreement.

CERTIFIED COPY

Lessor and Lessee agree as follows:

1. All terms defined in the Agreement shall have the meanings as defined therein when used in this schedule.
2. Lessor hereby leases the following Car(s) to Lessee subject to the terms and conditions of the Agreement and this Rider.

(20) Car Numbers: See Attached Exhibit "A", incorporated herewith.
3. The term of the Agreement with respect to each Car described in this Rider shall commence on date of placement and shall continue as to all of the cars described in this Rider until October 30, 2001.
4. The fixed rent shall be Four Hundred Ninety Dollars (\$490.00) per Car per month for each full calendar month. The pro-rata rental rate for any Car not subject to an entire month shall be Sixteen Dollars and Eleven Cents (\$16.11) per day for such Car during such month.
5. Notwithstanding the provisions of Item 12 in the Agreement, Lessee shall only be responsible for the following repairs: damage to doors, and any negligence repairs as a result of fork lift damage.
6. Notwithstanding the provisions of Item 18(b) the Cars may be used to transport all packaged commodities transported in the ordinary course of Akzo Salt's packaged salt business. Akzo Salt may sublease the Cars for terms not to exceed six (6) months without The Andersons prior written permission. However, Akzo Salt must notify The Andersons of its intention to sublease the Cars and make available upon Lessor's request copies of the sublease, and the sublease must be subject to all the terms and conditions of the Lease Agreement. The sublease of any Cars shall not release Akzo Salt from any of its obligations under the Lease Agreement.

Lessor

Lessee

THE ANDERSONS, INC.

AKZO NOBEL SALT, INC.

By: *Russell H. Stone*

By: *Joseph Zelinski*
JOSEPH ZELINSKI
LOGISTICS MANAGER
HIGHWAY/CHEMICAL

Title: VP and GM Rail and Fab Division

Title: *Kenneth J. Ellen*

Date: 12/5/96

By: *Kenneth J. Ellen*
Kenneth J. Ellen
Title: Manager - Rail Operations

Date: 11/26/96

Counterpart no. 2 of 2 serially numbered, manually executed counterparts. To the extent, if any, that this document constitutes chattel paper under the uniform commercial code, no security interest in this document may be created through the transfer and possession of any counterpart other than counterpart no. 2 as it applies solely to the cars listed in Exhibit B.

EXHIBIT "A"

Akzo Salt Company
(60 ft. 100-Ton Boxcars)
Rider #199601-AKZR4

CAR NUMBERS:

1	BAEX	209
2	BAEX	211
3	BAEX	212
4	BAEX	213
5	BAEX	215
6	BAEX	219
7	BAEX	222
8	BAEX	224
9	BAEX	225
10	BAEX	228
11	BAEX	232
12	BAEX	233
13	BAEX	236
14	BAEX	241
15	BAEX	242
16	BAEX	244
17	BAEX	246
18	BAEX	247
19	BAEX	248
20	BAEX	249

CERTIFICATION

Personally appearing before me, the undersigned notary public, John V. Handelsman, being duly sworn, deposes and says upon oath as follows:

1. That he is a Member of The Vaughn Group, Ltd., an Ohio limited liability company, created and existing under the laws of the State of Ohio (the "Company"), that this affidavit is given upon his personal knowledge, and that the facts herein stated are true; and

2. That as a Member of the Company he is authorized to act on behalf of the Company; and

3. That attached hereto is a true and correct copy of Rider #199601-AKZR4 to that certain Full Service Lease Agreement between The Andersons, Inc., as Lessor and Akzo Nobel Salt, Inc. as Lessee and related documents and any and all amendments thereto, collectively the agreements ("Agreements"); and

4. That said Agreements are in full force and effect, and there have been no amendments or modifications of said articles or Agreements except for such amendment or modification as are attached hereto.



John V. Handelsman

Sworn to and subscribed before me this 3rd day of January, 1997.



Notary Public



KATHY J. VOEGELE
Notary Public, State of Ohio
My Commission Expires Aug. 16, 2000