

Counterparts - Edward G. Lewis

RECORDATION NO. 20453
JAN 20 1997 1 25 PM

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RECORDATION NO. 20453-AB
JAN 20 1997 1 25 PM

January 6, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two copies each of the following three documents: (1) a Full Service Lease Agreement dated as of August 1, 1996, (2) Rider #199602-GENR2, dated as of August 1, 1996 (the "Rider") and (3) a Lease Assignment, Management and Escrow Agreement, dated December 30, 1996, the first being a primary document and the others all being secondary documents related thereto, as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed documents are:

Full Service Lease Agreement and Rider

Lessor:	The Andersons, Inc. 480 West Dussel Drive Maumee, Ohio 43537
Lessee:	General Mills Operations, Inc. P.O. Box 1113 #1 General Mills Boulevard Minneapolis, MN 55426

Mr. Vernon A. Williams
January 6, 1997
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Lease Assignment

Assignor: The Andersons, Inc.
480 West Dussel Drive
Maumee, Ohio 43537

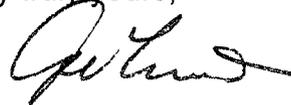
Assignee: The Vaughn Group, Ltd.
8250 Beckett Park Drive
Hamilton, Ohio 45011

A description of the railroad equipment covered by the enclosed documents is attached hereto as Exhibit A

Also enclosed is a check in the amount of \$66.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bjg
Enclosures

EXHIBIT A		
GENERAL MILLS #199602-GENR2		
1	BAEX	186
2	BAEX	187
3	BAEX	188
4	BAEX	191
5	BAEX	192
6	BAEX	196
7	BAEX	197
8	BAEX	198
9	BAEX	230
10	BAEX	231

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LEASE ASSIGNMENT, MANAGEMENT AND ESCROW AGREEMENT

THIS LEASE ASSIGNMENT, MANAGEMENT AND ESCROW AGREEMENT ("Assignment"), dated December 30, 1996 executed between THE ANDERSONS, INC., an Ohio corporation, having a principal address of 480 West Dussel Drive, Maumee, Ohio 43537 (hereinafter referred to as "Assignor"), and THE VAUGHN GROUP, LTD., an Ohio limited liability company, having its principal offices at 8250 Beckett Park Drive, Suite C, Hamilton, Ohio 45011 (hereinafter referred to as "Assignee"),

RECORDATION NO. 20453-B FILED 1/25

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WITNESSETH:

WHEREAS, Assignor is the Assignee of certain equipment (collectively, the "Equipment" and individually, an "Item of Equipment") under the terms of a Full Service Lease Agreement dated August 1, 1996 (the "Lease") between Assignor and General Mills Operations, Inc., (the "Lessee"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, Assignor desires to assign all of Assignor's rights, title and interest in, to and under the Lease, including without limitation, the right to all of the rent payments by Lessee under the Lease and Assignee desires to assume all of Assignor's rights under the Lease arising after the date of this Assignment upon the terms and conditions set forth herein; and

WHEREAS, Assignor and Assignee are entering into a Purchase and Sale Agreement of even date herewith ("Purchase Agreement") with Assignor, as Seller, and Assignee, as Buyer, concerning the sale of the Equipment by Assignor to Assignee; and

WHEREAS, Assignor and Assignee desire that Assignor shall perform certain management functions on behalf of Assignee under the Lease, and shall be appointed escrow agent to receive and administer the rent payments under the Lease upon terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of these premises and the Lease made by Assignor and Lessee, Assignor hereby transfers and assigns to Assignee all of Assignor's rights, title and interest in, to and under all of the Lease, including all rentals therein reserved now or hereafter due and security deposits thereon, any insurance proceeds arising therefrom, and any amendments, modifications, renewals or extensions thereof, and any guaranty of the obligations of Assignors thereunder, upon the following terms and conditions:

I. ASSIGNMENT.

(a) Assignor assigns to Assignee all of its right, title and interest in the Lease, including without limitation, the right to all of the rent payments by Lessee under the Lease and Assignee assumes and agrees as provided hereinafter to accept the assignment of the Lease upon the terms set forth herein from and after the date of this Assignment.

(b) Assignor hereby assigns to Assignee all of the rights and benefits of the Guaranty Agreement executed on the 16th day of December, 1996, by General Mills, Inc. (General Mills)

guaranteeing the performance by Lessee under the Lease (the "Guaranty"). Assignee shall have the right to all of the rights and benefits of Assignor under the Guaranty.

2. ESCROW PROVISION.

(a) Assignee hereby appoints Assignor, and Assignor hereby undertakes to act as, escrow agent on behalf of and for the benefit of Assignee as to the collection of the rent payments made under the Lease by Lessee. As escrow agent, Assignor shall invoice Lessee monthly for rent and any other amounts payable by Lessee under the Lease and Assignor shall collect and receive all rentals due pursuant to the Lease. Assignor shall direct the Lessee to forward all payments due under the Lease to the following account: Fifth Third Bank, Account No. 28-003713 (the "Account"). Such Account shall be used solely for the purpose of collecting rent payments due under the Lease from Lessee, and for no other purpose. No other funds shall be commingled with the Account. As escrow agent, Assignor is authorized by Assignee to instruct Lessee to make all payments in respect of the Lease to the Assignor to the Account endorsed "for deposit only". Any rental payment received by Assignor shall be applied toward the payment when due of any amounts due under the Lease on the date of receipt thereof by Assignor. The Lessee's monthly payments under the Lease are \$5,000.00 (Payments). Assignor shall forward to Assignee upon Assignor's receipt of the rent under the Lease, or any other payments, an amount equal to Three Thousand Two Hundred Fifty-Four and 00/100 Dollars (\$3,254.00) plus any applicable taxes ("Assignee's Payments"). The amount due Assignor for its management obligations under the Lease as set forth in Section 3 hereof and duties as escrow agent hereunder will be the difference between Assignee's Payments and the Payments (the "Management Fee"). In the event the difference is zero or less, Assignor shall receive nothing. Assignor shall keep full and complete records of any payments received from Lessee and shall be liable for the safekeeping of the monies received as payment under the Lease in accordance with this Escrow Provision. Assignor shall not be liable or responsible for any loss unless caused by its negligence or willful malfeasance.

If at any time an Event of Default hereunder has occurred, if an event of default shall have occurred under the Lease, or if Assignor experiences a materially adverse change in its financial condition at the discretion of Assignee, the Assignor's authority to act as escrow agent shall immediately cease and, upon notice from Assignor, Assignor shall cease to invoice Lessee and Assignee shall undertake to invoice Lessee monthly and direct the Lessee's payment under the Lease at the discretion of Assignee.

Assignor and Assignee agree that debit procedures will be initiated by Assignee against the Account under Automated Clearing House procedures

(b) The obligations to pay rent under the Lease by Lessee and the obligations for payments by Lessee under Section 25 and 33(g) shall be nonrecourse as to Assignor, provided, however, that Assignor agrees to make up any deficiency of Assignee's payments hereunder caused by a lack of payments under the Lease if there is a rental cessation or abatement under the Lease caused by the Equipment or any part thereof being unavailable for use to the Lessee as described in Sections 13 or 15 of the Lease

3. MANAGEMENT.

Assignor shall perform the following functions for Assignee in return for the Management Fee.

(a) invoice Lessee and collect all rental payments due from Lessee to Assignee under the Lease in accordance with the provisions of Section 2 hereof;

(b) manage and administer Lessee's performance of all of Lessee's obligations under the Lease, including without limitation, all of Lessee's obligations under the Lease,

(c) immediately notify Assignee of any Lessee defaults or any Event of Default arising under the Lease;

(d) perform Lessor's obligations under the Lease, including, without limitation, the obligations of Lessor in Sections 13, 16, 25, 29(A), except, however, that Assignee reserves the right at all times to declare a default under the Lease by Lessee and to seek any or all of the remedies provided to Lessor under the Lease;

(e) promptly forward all notices and financial information received by Assignor from Lessee within ten (10) days;

(f) all other functions normally and customarily performed by a manager of lease under similar circumstances.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS. Assignor represents, warrants and covenants for the benefit of Assignee as of the date hereof that:

(a) Assignor is an Ohio corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to enter into and perform this Assignment and the documents related hereto. Assignor is duly qualified and is in good standing under the laws of each jurisdiction in which the conduct of its business or the ownership of its assets requires such qualification, including the jurisdiction where the Equipment will be located.

(b) This Assignment and the documents related hereto have been duly authorized, executed and delivered by Assignor and constitute valid, legal and binding agreements of Assignor, enforceable in accordance with their terms, except to the extent the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws.

(c) The entering into and performance of this Assignment and the documents related hereto will not violate any judgment, order, law or regulation applicable to Assignor or any provision of Assignor's Regulations or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of

Assignor or on the Equipment pursuant to, any instrument to which Assignor is a party or by which it or its assets may be bound.

(d) No consent or approval of, giving of notice to, registration with, or taking of any other action in respect of, any state, Federal or other governmental authority or agency is required with respect to the execution, delivery and performance by the Assignor of this Assignment or any of the documents related hereto or, if any such approval, notice, registration or action is required, it has been obtained.

(e) There are no actions, suits or proceedings pending or, to the knowledge of the Assignor, threatened against or affecting the Assignor in any court or before any governmental commission, board or authority which, if adversely determined, will have a materially adverse effect on the financial condition or ability of the Assignor to perform its obligations under this Assignment or any of the documents related hereto.

(f) The financial statements of Assignor delivered to Assignee have been prepared in accordance with generally accepted accounting principles and are complete and correct in all material respects and fairly present the financial condition of Assignor as of the date thereof. Since the date of such financial statements, there has been no material adverse change in the financial condition of Assignor, or any consolidated group of companies of which the Assignor is a member.

(g) Such representations and warranties shall include any additional representations, warranties and covenants as may be set forth on the Exhibits

(h) The attached Exhibit A is a full and correct copy of the Lease and that there are no other agreements pertaining to the Equipment as between Assignor and Lessee.

- (i)
- (1) The Lease and Guaranty are valid, in full force and effect and enforceable in accordance with their terms;
 - (2) The Lessee is not in default under the Lease, and Assignor is not in default thereunder;
 - (3) The Assignor has not sold, assigned, transferred, mortgaged, pledged or granted a security interest in the Equipment or any of Assignor's rights or obligations under the Lease and the Guaranty to any party;
 - (4) The Lease is the only agreement in effect between the Lessor and Assignor with respect to the Equipment.

5. INSTALLATION, USE AND QUIET POSSESSION:

After prior notice to Assignee, Assignor may, at its own expense, make alterations in or add attachments to the Equipment, provided such alterations or attachments are readily removable and do not reduce the value of the Equipment or interfere with the normal and satisfactory operation or maintenance of the Equipment. All such alterations and attachments shall be and become the property of Assignee at the expiration or termination of the Lease, or, at the option of Assignor, shall be removed (prior to the expiration or termination of the Lease) and retained by Assignor provided the Equipment is restored, at Assignor's expense, to its original condition, reasonable wear and tear only excepted.

6. OWNERSHIP AND INSPECTION:

(a) Assignor shall have no interest in the Equipment. The Equipment is and shall always remain separate identifiable personalty. Assignor, as manager, shall not permit Lessee to allow any Item of Equipment to be installed in, or used, stored or maintained with, any real property in such a manner or under such circumstances that any person might acquire any rights in such Item of Equipment paramount to the rights of Assignee by reason of such Item of Equipment being deemed to be real property or a fixture thereon.

(b) **ASSIGNOR SHALL NOT ASSIGN OR OTHERWISE ENCUMBER THIS ASSIGNMENT OR THE LEASE OR ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER.** Assignor agrees that, except as expressly authorized by Assignee, any assignment or sublease by Assignor shall materially impair the prospects of Assignor's performance hereunder, and materially change the duty of, and materially increase the burden or risk imposed on, Assignee, and shall constitute the delegation by Assignor of its material obligations hereunder, notwithstanding any continued liability by Assignor therefor. No assignments or sublease (whether or not permitted hereby) shall relieve Assignor of any of its obligations hereunder and any permitted sublease shall be expressly subordinate to the terms hereof. For purposes of this Assignment, the parties agree that the sale of all or substantially all of the assets of Assignor or of more than fifty percent (50%) of the voting stock of Assignor (whether in one transaction or several related transactions) or, in the case of a partnership, any change in the constitution of the partnership, shall be deemed an assignment for which Assignor's prior consent shall be required.

(c) Subject to the terms of the Lease, Assignee or its agents shall have free access to the Equipment in Assignor's possession at all reasonable times for the purpose of inspection and for any other purpose contemplated in this Assignment.

7. RISK OF LOSS/CASUALTY:

(a) Assignee, its successors and assigns, shall be named as additional insureds and loss payees on all insurance policies required to be carried by Lessee under the Lease. Evidences of such insurance coverage shall be furnished to Assignee no later than the date hereof, and from time to time thereafter as Assignee may demand. Such policies shall provide that no less than thirty (30)

days written notice shall be given Assignee prior to material modification or cancellation of such policies for any reason. Upon the occurrence of an Event of Default (as defined herein), Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact coupled with an interest for the sole purposes of making claim for, receiving payment of, and executing any and all documents that may be required to be provided to the insurance carrier in the substantiation of any claim for loss or damage to the Equipment or related to the Assignment under said insurance policies, and endorsing Assignor's name to any and all drafts or checks in payment of such applicable loss proceeds.

(b) If any item of Equipment is rendered unusable as a result of any physical damage to, or loss or destruction of, the Equipment, or title thereto shall be taken by any governmental authority under the power of eminent domain or otherwise, upon receiving notice of such event, Assignor shall give to Assignee immediate notice thereof. Assignor shall determine, within thirty (30) days after the date of occurrence of any such damage or destruction, whether such Item of Equipment can be repaired. In the event Assignor determines that any Item of Equipment cannot be repaired or such Equipment was lost, destroyed or title thereto taken, Assignor, at its expense, shall promptly (but in no event more than sixty (60) days) replace, or cause Lessee to replace, such Item of Equipment with identical equipment of at least equal value in accordance with the Stipulated Loss Schedule set forth on Exhibit B, a copy of which is attached hereto and incorporated herein by reference, and convey title to such replacement equipment to Assignee free and clear of all liens, claims, equities and encumbrances of every kind or nature whatsoever, or pay to Assignee the applicable value set forth in the Stipulated Loss Schedule. In the event Assignor determines that such Item of Equipment can be repaired, Assignor shall cause such Item of Equipment to be promptly (but in no event more than sixty (60) days) repaired. All proceeds of insurance received by Assignee or Assignor under the policy referred to in the preceding paragraph of this Section shall be applied toward the cost of such repair or replacement or upon repair or replacement of such Item of Equipment, to the Assignor.

(c) Assignor shall immediately notify Assignee of all details concerning any damage to, or loss of, the Equipment arising out of any event or occurrence whatsoever.

8. RETURN PROVISIONS IN THE EVENT OF DEFAULT: If the Lease shall terminate pursuant to Section 28 of the Lease, the Assignor shall cause forthwith delivery of possession of the Equipment to Assignee. Each Item of Equipment so delivered shall be in the condition as required by Section 9 of the Lease. For the purpose of delivering the possession of any Item(s) of Equipment as above required, the Assignor shall at its own cost, expense and risk:

(a) forthwith and in the usual manner (including without limitation giving prompt telegraphic and written notice to the association of American Railroads and all railroads to which any Item(s) of Equipment have been interchanged or which may have possession thereof to return the Item(s) of Equipment) place such Item(s) of Equipment upon such storage tracks as Assignee reasonably may designate,

- (b) cause such Equipment to be stored on such tracks at the risk of the Assignor without charge for insurance, rent or storage until all such Equipment has been sold, leased or otherwise disposed of by Assignee, and
- (c) cause the same to be transported to any reasonable place as directed by Assignee.

The assembling, delivery, storage, insuring and transporting of the Equipment as hereinbefore provided shall be at the expense and risk of the Assignor and are of the essence of this Assignment, and upon application to any court of equity having competent jurisdiction Assignee shall be entitled to decree against the Assignor requiring specific performance thereof. During any storage period, the Assignor will, at its own cost and expense, insure, maintain and keep the Equipment in good order and repair and will permit Assignee or any person designated by it, including the authorized representative or representatives of any prospective purchaser, Assignor or user of any Item of Equipment, to inspect the same. All net earnings earned in respect of the Equipment after the date of termination of this Assignment shall belong to Assignee and, if received by the Assignor, shall be promptly turned over to Assignee. In the event any Item of Equipment is not assembled, delivered and stored as hereinabove provided within thirty (30) days after such termination, the Assignor shall in addition pay to Assignee for each day thereafter any amount equal to the amount, if any, by which percentage of the Equipment Cost of such Item of Equipment for each such day (such percentage is obtained by dividing the Monthly Rental payment as set forth in Section 7 hereof for each monthly payment for such Item of Equipment by thirty (30) exceeds the actual earnings received by Assignee on such Item of Equipment for each such day. Such payment shall not offset the obligation of the Assignor to redeliver the Equipment pursuant to the first sentence of this Section. For purposes of this Section 9, net earnings for each Item of Equipment shall be determined by aggregating all income including rentals and mileage per diem charges which the Assignor may have received or be entitled to receive in respect of such Item of Equipment and subtracting therefrom the Assignor's operating expenses including freight, interchange, running repairs and other similar charges in respect of such Item of Equipment. In no event shall net earnings include any sums that may be earned by the Assignor on the commodity, if any, being transported in such Item of Equipment.

9. ASSIGNOR OPTIONS.

(a) The undersigned parties agree that Assignor shall, at the end of the Lease, or any extension or renewal of the Lease, have the option to do any one of the following:

(i) Option to Extend or Purchase. Provided that Assignor is not then in default under the Assignment, nor, but for the passage of time or giving of notice or both, would be in default thereunder, Assignor may, by giving Assignee at least one hundred eighty (180) days prior to expiration of the Term of the Lease or any extension or renewal thereof irrevocable written notice of its intention to do so:

(1) Purchase all, but not less than all, of the Equipment for sixty percent (60%) of the Equipment Cost from Section 2.1 of the Purchase Agreement Upon

receipt of payment in full, in immediately available funds, Assignee will deliver appropriate documents to Assignor vesting in Assignor title to the Equipment, unencumbered as to liens arising by or through Assignee, provided all amounts due under the Assignment have been paid. Assignor will take the Equipment "as is" "where is" without representation or recourse; or

(2) In lieu of purchasing the Equipment, Assignor may lease for its own behalf all, but not less than all, of the Equipment for twenty-four (24) months (the "Extension Period") at ninety-seven percent (97%) of the Assignee Payments set forth in Section 2 hereof.

(ii) Return of Equipment. In lieu of either option in 9(a)(i) above and upon at least one hundred eighty (180) days prior written and irrevocable notice of its intention to do so, and subject to the provisions of the Assignment and Addendum 1 hereto Return of Units, return all, but not less than all, of the Equipment to Assignee.

(b) If an Event of Default shall occur under the Lease by Lessee, Assignor shall be entitled at its option, upon written notice to Assignee, to purchase the Equipment, payable in immediately available funds, equal to the applicable Stipulated Loss Value set forth on Exhibit C, plus any applicable sales, excise or other taxes imposed as a result of such sale (other than gross or net income taxes attributable to such sale), plus all other out-of-pocket expenses, including reasonable attorneys fees, incurred by Assignee. Assignee's sale of the Equipment shall be on an "as-is, where-is" basis, without any representation or warranty by, or recourse to, Assignee. If Assignor desires to exercise said option, Assignor shall give written notice to Assignee to such effect within ten (10) days of the Event of Default under the Lease. If Assignor gives Assignee such written notice, the same shall constitute a binding obligation of Assignor to purchase the Equipment and to pay Assignee the amount set forth above.

10. RETURN PROVISIONS:

(a) At the termination of the Lease, Assignor shall, at no expense whatsoever to Assignee, and at the expense of the Lessee or the applicable railroad, (and if such entities do not pay to be paid by Assignor) return or cause the return of the Equipment to Assignee within five hundred (500) miles of Maumee, Ohio in the same operating order, repair, condition and appearance as on the date of the Purchase Agreement, reasonable wear and tear only excepted.

(b) If (i) Assignor chooses not to purchase the Equipment at the expiration of the Lease, or (ii) Assignor does not exercise its purchase option pursuant to Section 9(b) in the Event of Default under the Lease, Assignor shall forthwith deliver possession of the Equipment to the Assignor. The Equipment returned to the Assignor pursuant to this Section 10 shall be in compliance with Section 9 of the Lease and shall (i) be empty, free from residue and debris, suitable for loading, and be in the same operating order, repair and condition as when originally delivered to the Assignee under the Purchase Agreement, reasonable wear and tear excepted, (ii) meet the standards then in effect

under the Interchange Rules of the Association of American Railroads, the Surface Transportation Board, the Department of Transportation, and any other legislative, administrative, judicial, regulatory or governmental body having jurisdiction in the matter, (iii) be free from any damage due to the abuse of the Equipment, including but not limited to, any damage caused by cornering, sideswiping and derailment, except for damage to doors caused by the negligence of Lessee, and (iv) be jointly inspected by representatives of Assignor and Assignee. If the Equipment is not delivered to Assignee on or before the termination of the Lease, or is so delivered, but not in compliance with Section 5 hereto and this Section, the Equipment shall remain on rental and obligations of Assignor under this Assignment with respect to the Equipment shall remain in full force and effect, provided, however, that in the further event that the Equipment is not delivered to Assignee or is delivered to Assignee, but not in compliance with Section 10 hereto and this Section within thirty (30) calendar days after the Expiration Date, the rental for the Equipment shall, upon the expiration of such thirty (30) day period, be set at one and one-half times the rental. Nothing in this Section shall be construed as Assignee's authorization of the Assignor's use of the Equipment after the termination of the Lease.

For the purpose of delivering possession of the Equipment to the Assignee as above required, Assignor shall, at its own cost, expense and risk: (a) place the Equipment upon such storage tracks of Assignor or as may be mutually agreed upon by Assignee and Assignor for marshaling and joint inspection; (b) permit Assignee to store the Equipment on such tracks free of charge to Assignee for thirty (30) calendar days after the termination of the Lease and at the risk of Assignor until the Equipment has been sold, leased or otherwise disposed of by Assignee, provided, however, that Assignee shall be entitled to continued storage of the Equipment on such tracks beyond the free thirty (30) calendar days at a storage rate not to exceed \$1.00 per car per day; (c) transport the Equipment to any place on the lines of any railroad within the United States as directed by Assignee; and (d) at Assignee's option, either prior to or after such movement(s) of the Equipment, with Assignor arranging for the restencilling of the Equipment and application of new AEI tags, reimburse Assignee for the costs of such restencilling and application of new AEI tags. Assignor's obligations in this Section shall survive the termination of the Lease. The assembly, delivery, storage and transporting of the Equipment as hereinbefore provided shall be at the cost, expense and risk of Assignor and are of the essence of this Assignment, and upon application to any court of equity having jurisdiction in the matter. Assignee shall be entitled to a decree against Assignor requiring specific performance of the covenants of Assignor so to assemble, deliver, store and transport the Equipment. During any storage period, Assignor will permit Assignee or any person designated by it, including the authorized representative or representatives of any prospective purchaser or lessee of the Equipment, to inspect the same.

11. EVENTS OF DEFAULT AND REMEDIES:

The occurrence of any one of the following shall constitute an Event of Default hereunder:

(a) Assignor fails to pay or Assignee fails to receive any installment of Assignee Payments on or before the tenth day following the date on which Assignee provides Assignor notice that such installment of rent is past due;

(b) Assignor attempts to remove, sell, assign, transfer, encumber, sublet or part with possession of the Equipment or any items thereof, except as expressly permitted herein;

(c) Any guarantor of any of Assignor's obligations under the Lease defaults in the performance of any covenant or obligation in favor of Assignee;

(d) Assignor shall fail to observe or perform any of the other obligations required to be observed or performed by Assignor hereunder and such failure shall continue uncured for ten (10) days after written notice thereof to Assignor by Assignee;

(e) Any representation or warranty made by Assignor herein or in any document or certificate furnished in connection herewith shall prove incorrect in any material respect;

(f) Assignor ceases doing business as a going concern, makes an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition for bankruptcy, are adjudicated a bankrupt or an insolvent, file a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or file an answer admitting the material allegations of a petition filed against it in any such proceeding, consent to or acquiesces in the appointment of a trustee, receiver, or liquidator of them or of all or any substantial part of its assets or properties, or if it or its shareholders take any action looking to its dissolution or liquidation, or

(g) Within sixty (60) days after the commencement of any proceeding against Assignor seeking reorganization, arrangement, readjustments, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment, without Assignor's consent or acquiescence, of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.

(h) An Event of Default under the Lease shall occur.

Upon the occurrence of an Event of Default under the Lease, Assignee may, at its option, exercise any or all of the remedies provided in Section 28(b) of the Lease.

Upon the occurrence of an Event of Default under this Assignment, Assignee may, at its option, do any or all of the following: (i) immediately notify Lessee to direct all payments due by Lessee under the Lease to any account Assignee deems appropriate in its sole discretion and to do and perform anything else under the Lease Assignee deems appropriate, including, without limitation, the immediate removal of Assignor as escrow agent hereunder; or (ii) seek damages from

Assignor for Assignor's non-performance or breach hereunder; or (iii) pursue any other remedy provided for by statute or otherwise, available at law or in equity, including the reimbursement of all court costs, legal fees and expenses incurred by Lessee. The rights afforded Assignee hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law

12. MISCELLANEOUS:

(a) Neither this Assignment nor any consent or approval provided for herein shall be binding upon Assignee unless signed on its behalf by a duly authorized officer. This Assignment shall be governed in all respects by the laws of Ohio, without giving effect to principles of choice of law.

(b) This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the Equipment, and no covenant, condition or other term or provision may be waived or modified orally. No waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The waiver by Assignee or Assignor of any breach of any obligation of Assignor or Assignee shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any obligation. The subsequent acceptance of rental payments hereunder by Assignee shall not be deemed a waiver of any prior existing breach by Assignor regardless of Assignee's knowledge of such prior existing breach at the time of acceptance of such rental payments.

(c) All notices hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, to the address of the other party as set forth herein or to such other address as such party shall have designated by proper notice.

(d) This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and its respective successors and assigns (including any subsequent assignee of Assignee).

(e) If any term or provision of this Assignment or the application thereof to any person is, to any extent, invalid or unenforceable, the remainder of this Assignment, or the application of such provision to the persons other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Assignment shall be valid and be enforced to the fullest extent permitted by law.

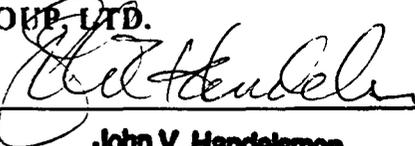
(f) Assignee is hereby authorized by Assignor to cause this Assignment or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Assignee's interest in the Equipment and Assignor agrees to execute and deliver all such instruments at the request of Assignee and that Assignee may execute and deliver such instruments for and on behalf of Assignor.

(g) Each year during the term of this Assignment, Assignor hereby agrees to deliver to Assignee a copy of Assignor's annual audited financial statements within one hundred twenty (120) days of Assignor's fiscal year-end and, within a reasonable period of time, any other financial information Assignee requests from time to time.

(h) The obligations which Assignor is required to perform during the term of this Assignment shall survive the expiration or other termination of this Assignment, to the extent that such obligations remain unperformed as of the expiration or termination of this Assignment.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**ASSIGNEE: THE VAUGHN
GROUP, LTD.**

By: 
Title: **John V. Handelsman
President and CEO**

ASSIGNOR: THE ANDERSONS, INC.

By: 
Title: *V.P. Finance and Treasurer*

STATE OF Ohio)
) ss.:
COUNTY OF Butler)

On this 30th day of December, 1996 _____,
before me personally appeared John V. Handelsman, to me personally known, who being by me duly sworn, says that he is President and CEO of The Vaughn Group, I.t.d., an Ohio limited liability company (the "Company"), that the foregoing instrument was signed on behalf of said Company by authority of its Board of Members and he acknowledges that the execution of the foregoing instrument was the free act and deed of said Company.



[Notarial Seal]

My Commission Expires:

Kathy J. Voegele
Notary Public

KATHY J. VOEGELE
Notary Public, State of Ohio
My Commission Expires Aug. 18, 2000

STATE OF Ohio)
) ss.:
COUNTY OF LUCAS)

On this 30 day of December, 1996 _____,
before me personally appeared Gary Smith, to me personally known, who being by me duly sworn, says that he is U.P. Finance Treasurer of The Andersons, Inc., an Ohio corporation (the "Corporation"), that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors and he acknowledges that the execution of the foregoing instrument was the free act and deed of said Corporation.

Elizabeth J. Hall
Notary Public

ELIZABETH J. HALL
Attorney at Law
Notary Public - State of Ohio
My Commission has no Expiration Date
Section 147.01 O.R.C.

[Notarial Seal]

My Commission Expires.

Exhibit A

[Lease]

Exhibit B

12/30/96 @ 12 01am

Stipulated Loss Schedule

File Name GENMILLS

Lessor The Vaughn Group, Ltd
 Lessee General Mills

Per	Date	Dollar Amt	% of Cost	% of Rent	Per	Date	Dollar Amt	% of Cost	% of Rent
1	12/31/96	303,010 01	112 2259	131 1369	42	5/31/ 0	223,904 90	82 9277	96 9018
2	1/31/97	301,509 56	111 6702	130 4876	43	6/30/ 0	221,581 20	82 0671	95 8961
3	2/28/97	299,992 82	111 1085	129 8312	44	7/31/ 0	219,237 30	81 1990	94 8817
4	3/31/97	298,459 71	110 5406	129 1677	45	8/31/ 0	216,873 10	80 3234	93 8585
5	4/30/97	296,890 50	109 9594	128 4885	46	9/30/ 0	214,498 41	79 4439	92 8308
6	5/31/97	295,304 67	109 3721	127 8022	47	10/31/ 0	212,103 28	78 5568	91 7942
7	6/30/97	293,682 47	108 7713	127.1002	48	11/30/ 0	209,687 61	77 6621	90 7488
8	7/31/97	292,043 42	108 1642	126 3908	49	12/31/ 0	207,261 20	76 7634	89 6987
9	8/31/97	290,387 42	107 5509	125 6741	50	1/31/ 1	204,814 11	75 8571	88.6396
10	9/30/97	288,694 72	106 9240	124 9416	51	2/28/ 1	202,346 23	74 9430	87 5716
11	10/31/97	286,984 83	106 2907	124 2015	52	3/31/ 1	199,857 47	74 0213	86 4945
12	11/30/97	285,257 65	105 6510	123 4541	53	4/30/ 1	197,357 62	73 0954	85 4126
13	12/31/97	283,493 44	104 9976	122 6905	54	5/31/ 1	194,836 74	72 1618	84 3216
14	1/31/98	281,711 69	104 3377	121 9194	55	6/30/ 1	192,304 62	71 2239	83 2258
15	2/28/98	279,912 32	103 6712	121 1407	56	7/31/ 1	189,751 31	70 2783	82 1207
16	3/31/98	278,095 25	102 9982	120 3543	57	8/31/ 1	187,176 71	69 3247	81 0065
17	4/30/98	276,254 00	102 3163	119 5574	58	9/30/ 1	184,590 61	68 3669	79 8873
18	5/31/98	274,394 85	101 6277	118 7528	59	10/31/ 1	181,987 58	67 4028	78.7607
19	6/30/98	272,511 32	100 9301	117.9377	60	11/30/ 1	179,389 19	66 4404	77.6362
20	7/31/98	270,609.69	100 2258	117.1147	61	12/31/ 1	176,795 47	65 4798	76 5137
21	8/31/98	268,689 87	99 5148	116 2838	62	1/31/ 2	174,206 43	64.5209	75 3932
22	9/30/98	266,745.39	98 7946	115 4423	63	2/28/ 2	171,622 09	63.5637	74 2748
23	10/31/98	264,782 51	98 0676	114 5928	64	3/31/ 2	169,042 49	62 6083	73 1584
24	11/30/98	262,801 16	97 3338	113 7353	65	4/30/ 2	166,467 63	61 6547	72 0440
25	12/31/98	260,794 84	96 5907	112 8670	66	5/31/ 2	163,897 55	60 7028	70 9317
26	1/31/99	258,769 84	95 8407	111 9906	67	6/30/ 2	161,332 27	59 7527	69 8215
27	2/28/99	256,726 07	95 0837	111 1061	68	7/31/ 2	158,771 81	58 8044	68 7134
28	3/31/99	254,663 43	94 3198	110 2135	69	8/31/ 2	156,216 19	57 8578	67 6074
29	4/30/99	252,584 94	93 5500	109 3139	70	9/30/ 2	153,665.43	56 9131	66 5035
30	5/31/99	250,487 42	92 7731	108 4062	71	10/31/ 2	151,093 40	55 9605	65 3903
31	6/30/99	248,373 88	91 9903	107 4915	72	11/30/ 2	148,500 00	55 0000	64 2680
32	7/31/99	246,241 15	91 2004	106 5685					
33	8/31/99	244,089 13	90 4034	105 6371					
34	9/30/99	241,920 84	89 6003	104 6987					
35	10/31/99	239,733.09	88 7900	103 7519					
36	11/30/99	237,525.79	87 9725	102 7966					
37	12/31/99	235,301 95	87 1489	101 8342					
38	1/31/ 0	233,058 40	86 3179	100 8632					
39	2/29/ 0	230,795 03	85 4796	99 8837					
40	3/31/ 0	228,511 75	84 6340	98 8955					
41	4/30/ 0	226,218 35	83 7846	97 9030					

Note The date reflects the LAST DAY the Termination amount is valid
 Percentage of Rent reflects percentage of Gross Rentals (\$231,063 82)

AGREED AND ACKNOWLEDGED:

The Andersons, Inc.

By: Gary Smith, V.P. Finance; Thom.

Date: 12/30/96

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 that certain Lease Assignment, Management and Escrow Agreement dated December 30, 1996 between The Andersons, Inc. as Assignor and the Company as Assignee 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