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RECORDATION NO. 20756-B FILED

AUG 30 '02 2-32 PM

SURFACE TRANSPORTATION BOARD

lgitomer@bjllp.com

August 30, 2002

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

Dear Secretary Williams:

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

The document is a Partial Assignment and Assumption Agreement, a secondary document, dated as of August 30, 2002. The primary document to which this is connected is recorded under Recordation No. 20756. We request that one copy of this document be recorded under Recordation No. 20756-B.

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

Assignor:

Banc of America Leasing & Capital, LLC, successor by merger to NationsBanc Leasing Corporation
2059 Northlake Parkway, 4th Floor
Tucker, GA 30084-4431

Assignee:

The Fifth Third Leasing Company
38 Fountain Square Plaza
Cincinnati, OH 45263

A description of the equipment covered by the Partial Assignment and Assumption Agreement consists of 200 100-ton 5250 cubic foot covered hopper cars numbered AEX 5561, 5562, 5563, 5565, 5567, 5574, 5582, 5587, 5590, 5594, 5599, 5601, 5604, 5606, 5609, 5805, 5615, 5631, 5623, 5624, 5632, 5637, 5645, 5648, 5649, 5655, 5657, 5658, 5661, 5665, 5670,

BALL JANIK LLP

Honorable Vernon A. Williams
August 30, 2002
Page 2

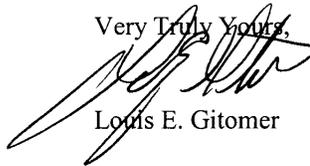
5672, 5673, 5681, 5682, 5684, 5686, 5687, 5693, 5695, 5724, 5735, 5740, 5750, 5755, 5774, 5779, 5782, 5793, 5800, 6301, and 6409-6557, inclusive.

A fee of \$ 30.00 is enclosed. Please return five 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 Partial Assignment and Assumption Agreement between Banc of America Leasing & Capital, LLC, successor by merger to NationsBanc Leasing Corporation, 2059 Northlake Parkway, 4th Floor, Tucker, GA 30084-4431, and The Fifth Third Leasing Company, 38 Fountain Square Plaza, Cincinnati, OH 45263, covering 200 100-ton 5250 cubic foot covered hopper cars numbered AEX 5561, 5562, 5563, 5565, 5567, 5574, 5582, 5587, 5590, 5594, 5599, 5601, 5604, 5606, 5609, 5805, 5615, 5631, 5623, 5624, 5632, 5637, 5645, 5648, 5649, 5655, 5657, 5658, 5661, 5665, 5670, 5672, 5673, 5681, 5682, 5684, 5686, 5687, 5693, 5695, 5724, 5735, 5740, 5750, 5755, 5774, 5779, 5782, 5793, 5800, 6301, and 6409-6557, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosures

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Partial Assignment and Assumption Agreement (the "Assignment") is entered into as of this 30th day of August, 2002, between Banc of America Leasing & Capital, LLC, as successor by merger to NationsBanc Leasing Corporation, as assignor (the "Assignor"), and The Fifth Third Leasing Company, as assignee (the "Assignee").

WHEREAS, Assignor is party to that certain master lease and schedule 002 (collectively, the "Lease Agreement") with The Andersons, Inc., as lessee (the "Lessee"), which is described and defined on Exhibit A attached hereto, whereby, among other things, Assignor leased to Lessee that certain railcar(s), which are also described on Exhibit A attached hereto and defined collectively as the "Railcars," and as more specifically described in the Lease Agreement.

WHEREAS, pursuant to that certain Purchase Agreement dated as of August 30, 2002 among Assignor and Assignee and the other parties thereto, Assignor has agreed to sell, transfer and assign to Assignee, among other things, all of its right, title and interest in and to the Railcars and the Lease Agreement as set forth herein.

WHEREAS, the parties desire to reflect the partial assignment and assumption of the Lease Agreement as to the Railcars on the records of the Surface Transportation Board and are entering into this Assignment for that purposes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee all of Assignor's right, title, interest, obligations, duties and liabilities in, to and under the Lease Agreement, but insofar and only insofar as the Lease Agreement relates to and covers the Railcars, and all documents, agreements and instruments executed and delivered pursuant thereto, and Assignee does hereby accept the foregoing sale, assignment, conveyance and transfer of all of Assignor's right, title, interest, obligations, duties and liabilities in, to and under the Lease Agreement, but insofar and only insofar as the Lease Agreements relates to and covers the Railcars, as to all time periods from and after the date of this Assignment, and agrees and confirms for the benefit of Assignor and Lessee that Assignee shall be a party to the Lease Agreement as the "Lessor" thereunder with regard to the Railcars, and agrees to assume and be bound by all the terms and undertake all of the obligations of the Assignor contained therein.

2. Notwithstanding the assignment and assumption contained above in Section 1, Assignor and Assignee hereby understand and agree that the master lease between Assignor and Lessee, which is described on Exhibit A attached hereto (the "Master Lease") is only partially assigned hereunder by Assignor to Assignee, with
RECORDATION NO. 20756-B FILED

AUG 30 2002 2-82 PM

SURFACE TRANSPORTATION BOARD

such assignment of the Master Lease being only insofar as the Master Lease relates to the Railcars.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois. This Assignment shall run to the benefit of, and be binding upon, the successors and assigns of Assignor and Assignee.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Assignment.

This Assignment is duly executed by Assignor and Assignee on the date first above written.

The Fifth Third Leasing Company
(Assignee)

By: Edward McQueen

Title: Vice President

Banc of America Leasing & Capital, LLC,
As successor by merger to NationsBanc
Leasing Corporation
(Assignor)

By: Carol Jones

Title: CAROL JONES
VICE PRESIDENT

State of Georgia

County of Dekalb

On this 22 day of August, 2002, before me, Gail Beall the undersigned Notary Public, personally appeared Carol Jones personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Gail C. Beall
Notary Public for _____ Notary Public, Gwinnett County, Georgia
My Commission expires _____ My Commission Expires March 20, 2005

State of OHIO
County of Hamilton

On this 28 day of August, 2002, before me, THOMAS J. MERKLE the undersigned Notary Public, personally appeared EDWARD McEVIL personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Thomas J. Merkle
Notary Public for _____ THOMAS J. MERKLE
My Commission expires _____ Notary Public, State of Ohio
My Commission Expires Dec. 16, 2006

EXHIBIT A

The Lease Agreement

Master Equipment Lease Agreement Number 08755-00300 dated December 24, 1996 between Banc of America Leasing & Capital, LLC, as successor by merger to NationsBanc Leasing Corporation, as lessor, and The Andersons, Inc., as lessee, Equipment Lease Schedule Number 002 dated June 30, 1997 thereto and First Amendment to Lease entered into as of April 28, 2000. Memorandum of Lease Agreement dated June 30, 1997 and filed with the Surface Transportation Board July 10, 1997, Number 20756 and Memorandum of Lease Amendment dated April 28, 2000, Number 20756-A

The Railcars

See Schedule 1 attached hereto.

Schedule 1 Page 1 of 3

DESCRIPTION

Two Hundred (200) 100 Ton, 5250 cubic foot capacity covered hopper railcars, with round hatches, gravity gates, manufactured by ACF between 1964 and 1980.

	NEW NUMBER		PRESENT NUMBER			NEW NUMBER		PRESENT NUMBER	
1	AEX	005561	HCLX	050003	40	AEX	005695	HCLX	050139
2	AEX	005562	HCLX	050004	41	AEX	005724	HPLX	050169
3	AEX	005563	HCLX	050005	42	AEX	005735	HPLX	050184
4	AEX	005565	HCLX	050007	43	AEX	005740	HPLX	050189
5	AEX	005567	HCLX	050009	44	AEX	005750	HPLX	050201
6	AEX	005574	HCLX	050016	45	AEX	005755	HPLX	050208
7	AEX	005582	HCLX	050024	46	AEX	005774	HPLX	050229
8	AEX	005587	HCLX	050029	47	AEX	005779	HPLX	050235
9	AEX	005590	HCLX	050032	48	AEX	005782	HPLX	050238
10	AEX	005594	HCLX	050036	49	AEX	005795	HPLX	050253
11	AEX	005599	HCLX	050041	50	AEX	005800	HPLX	050261
12	AEX	005601	HCLX	050043	51	AEX	006301	CARX	045272
13	AEX	005604	HCLX	050046	52	AEX	6409	ACFX	52042
14	AEX	005606	HCLX	050048	53	AEX	6410	ACFX	52184
15	AEX	005609	HCLX	050051	54	AEX	6411	ACFX	52197
16	AEX	005805	HPLX	050268	55	AEX	6412	ACFX	52230
17	AEX	005615	HCLX	050057	56	AEX	6413	ACFX	52336
18	AEX	005621	HCLX	050063	57	AEX	6414	ACFX	52365
19	AEX	005623	HCLX	050065	58	AEX	6415	ACFX	52371
20	AEX	005624	HCLX	050066	59	AEX	6416	ACFX	52384
21	AEX	005632	HCLX	050076	60	AEX	6417	ACFX	52456
22	AEX	005637	HCLX	050081	61	AEX	6418	ACFX	52457
23	AEX	005645	HCLX	050089	62	AEX	6419	ACFX	52472
24	AEX	005648	HCLX	050092	63	AEX	6420	ACFX	52475
25	AEX	005649	HCLX	050093	64	AEX	6421	ACFX	52495
26	AEX	005655	HCLX	050099	65	AEX	6422	ACFX	52498
27	AEX	005657	HCLX	050101	66	AEX	6423	ACFX	52503
28	AEX	005658	HCLX	050102	67	AEX	6424	ACFX	52519
29	AEX	005661	HCLX	050105	68	AEX	6425	ACFX	52528
30	AEX	005665	HCLX	050109	69	AEX	6426	ACFX	52532
31	AEX	005670	HCLX	050114	70	AEX	6427	ACFX	52535
32	AEX	005672	HCLX	050116	71	AEX	6428	ACFX	52543
33	AEX	005673	HCLX	050117	72	AEX	6429	ACFX	52546
34	AEX	005681	HCLX	050125	73	AEX	6430	ACFX	52553
35	AEX	005682	HCLX	050126	74	AEX	6431	ACFX	52563
36	AEX	005684	HCLX	050128	75	AEX	6432	ACFX	52568
37	AEX	005686	HCLX	050130	76	AEX	6433	ACFX	52578
38	AEX	005687	HCLX	050131	77	AEX	6434	ACFX	52583
39	AEX	005695	HCLX	050137	78	AEX	6435	ACFX	52605

Schedule 1 Page 2 of 3

79	AEX	6436	ACFX	52610	126	AEX	6483	ACFX	53890
80	AEX	6437	ACFX	52616	127	AEX	6484	ACFX	53891
81	AEX	6438	ACFX	52659	128	AEX	6485	ACFX	53892
82	AEX	6439	ACFX	52780	129	AEX	6486	ACFX	53894
83	AEX	6440	ACFX	52783	130	AEX	6487	ACFX	53895
84	AEX	6441	ACFX	52786	131	AEX	6488	ACFX	53896
85	AEX	6442	ACFX	52793	132	AEX	6489	ACFX	53939
86	AEX	6443	ACFX	52827	133	AEX	6490	ACFX	54266
87	AEX	6444	ACFX	52838	134	AEX	6491	ACFX	54329
88	AEX	6445	ACFX	52845	135	AEX	6492	ACFX	54434
89	AEX	6446	ACFX	52849	136	AEX	6493	ACFX	54543
90	AEX	6447	ACFX	52855	137	AEX	6494	ACFX	54546
91	AEX	6448	ACFX	52863	138	AEX	6495	ACFX	54547
92	AEX	6449	ACFX	52865	139	AEX	6496	ACFX	54548
93	AEX	6450	ACFX	52870	140	AEX	6497	ACFX	54554
94	AEX	6451	ACFX	52874	141	AEX	6498	ACFX	54556
95	AEX	6452	ACFX	52876	142	AEX	6499	ACFX	54557
96	AEX	6453	ACFX	52903	143	AEX	6500	ACFX	54562
97	AEX	6454	ACFX	52936	144	AEX	6501	ACFX	54563
98	AEX	6455	ACFX	52947	145	AEX	6502	ACFX	54564
99	AEX	6456	ACFX	52948	146	AEX	6503	ACFX	54635
100	AEX	6457	ACFX	52952	147	AEX	6504	ACFX	54742
101	AEX	6458	ACFX	52955	148	AEX	6505	ACFX	54756
102	AEX	6459	ACFX	52958	149	AEX	6506	ACFX	54763
103	AEX	6460	ACFX	52972	150	AEX	6507	ACFX	54765
104	AEX	6461	ACFX	52975	151	AEX	6508	ACFX	54852
105	AEX	6462	ACFX	52978	152	AEX	6509	ACFX	54980
105	AEX	6463	ACFX	53000	153	AEX	6510	ACFX	55254
107	AEX	6464	ACFX	53154	154	AEX	6511	ACFX	55296
108	AEX	6465	ACFX	53171	155	AEX	6512	ACFX	55323
109	AEX	6466	ACFX	53173	156	AEX	6513	ACFX	55860
110	AEX	6467	ACFX	53301	157	AEX	6514	ACFX	55932
111	AEX	6468	ACFX	53394	158	AEX	6515	ACFX	56071
112	AEX	6469	ACFX	53400	159	AEX	6516	ACFX	56078
113	AEX	6470	ACFX	53415	160	AEX	6517	ACFX	56179
114	AEX	6471	ACFX	53416	161	AEX	6518	ACFX	56208
115	AEX	6472	ACFX	53440	162	AEX	6519	ACFX	56725
116	AEX	6473	ACFX	53469	163	AEX	6520	ACFX	56741
117	AEX	6474	ACFX	53477	164	AEX	6521	ACFX	57588
118	AEX	6475	ACFX	53519	165	AEX	6522	ACFX	57603
119	AEX	6476	ACFX	53669	166	AEX	6523	ACFX	57609
120	AEX	6477	ACFX	53684	167	AEX	6524	ACFX	57611
121	AEX	6478	ACFX	53721	168	AEX	6525	ACFX	58135
122	AEX	6479	ACFX	53722	169	AEX	6526	ACFX	58140
123	AEX	6480	ACFX	53723	170	AEX	6527	ACFX	58146
124	AEX	6481	ACFX	53753	171	AEX	6528	ACFX	58290
125	AEX	6482	ACFX	53765	172	AEX	6529	ACFX	58292

Schedule 1

Page 3 of 3

173	AEX	6530		ACFX	58652	187	AEX	6544		ACFX	59112
174	AEX	6531		ACFX	58880	188	AEX	6545		ACFX	59125
175	AEX	6532		ACFX	59062	189	AEX	6546		ACFX	59130
176	AEX	6533		ACFX	59064	190	AEX	6547		ACFX	59131
177	AEX	6534		ACFX	59066	191	AEX	6548		ACFX	59135
178	AEX	6535		ACFX	59070	192	AEX	6549		ACFX	59137
179	AEX	6536		ACFX	59077	193	AEX	6550		ACFX	59158
180	AEX	6537		ACFX	59079	194	AEX	6551		ACFX	59161
181	AEX	6538		ACFX	59086	195	AEX	6552		ACFX	59164
182	AEX	6539		ACFX	59087	196	AEX	6553		ACFX	59171
183	AEX	6540		ACFX	59091	197	AEX	6554		ACFX	59172
184	AEX	6541		ACFX	59096	198	AEX	6555		ACFX	59174
185	AEX	6542		ACFX	59105	199	AEX	6556		ACFX	59179
186	AEX	6543		ACFX	59107	200	AEX	6557		ACFX	99768