

RECORDATION NO. 25019 FILED

JUN 29 '04 3-13 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

June 29, 2004

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

Re: Giant Cement Company Incorporated

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of June 25, 2004, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Seller:	General Electric Railcar Services Corporation 33 West Monroe Street Chicago, Illinois 60603
Buyer:	The Andersons, Inc. 480 Dussel Drive Maumee, Ohio 43537

Mr. Vernon A. Williams
June 29, 2004
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A description of the railroad equipment covered by the enclosed document is:

32 railcars within the series NAHX 92914 - NAHX 94615 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

JUN 29 '04 3-13 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Giant Cement Company Incorporated) SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of June 25, 2004 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and The Andersons, Inc., an Ohio corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of June 25, 2004 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.
2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Operative Agreements. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.
3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.
4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: the units of equipment listed on Schedule 1 hereto.

Lease: Rider No. 5 to Car Leasing Agreement No. 3108-01, dated June 9, 1989, as renewed by that certain Rider No. 5, Renewal No. 5, dated as of May 29, 2003, between the Seller and Lessee (incorporating Car Leasing Agreement No. 3108-01, dated August 3, 1987, between the Seller and Lessee).

Lessee: Giant Cement Company Incorporated.

Operative Agreements: the Lease.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Lease.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 10.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: *David L. Wallace*
Name: DAVID L. WALLACE
Title: VICE PRESIDENT

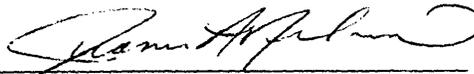
THE ANDERSONS, INC.

By: _____
Name: _____
Title: _____

State of ILLINOIS)
)
County of COOK)

On this, the 25th day of June, 2004, before me, a Notary Public in and for said County and State, personally appeared DANIEL L. WALLACE, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

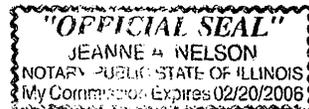
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name: Jeanne A. Nelson, Notary Public

My Commission Expires: February 20, 2006

Residing in: Cook County



IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: _____
Name: _____
Title: _____

THE ANDERSONS, INC.

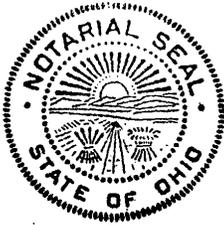
By: Gary Smith
Name: Gary Smith
Title: Vice President, Finance & Treasurer

State of Ohio)

County of Lucas)

On this, the 25th day of June, 2004, before me, a Notary Public in and for said County and State, personally appeared Gary Smith, a Vice President, Finance & Treasurer of The Andersons, Inc., who acknowledged himself to be a duly authorized officer of The Andersons, Inc., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Julie Ann Dibble
Name: _____
Notary Public

JULIE ANN DIBBLE
Notary Public, State of Ohio
Commission Expires 8-20-05

My Commission Expires: _____
Residing in: Maumee, Ohio

EXHIBIT I

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to The Andersons, Inc. ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of June __, 2004, between Seller and Buyer, and the Assignment and Assumption Agreement, dated June __, 2004, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____

Name: _____

Title: _____

Date: _____

Schedule 1 (List of Equipment)

Unit Count	Lessee	AAR Reporting Mark	AAR Code
1	GIANT CEMENT COMPANY INC	NAHX 92914	C611
2	GIANT CEMENT COMPANY INC	NAHX 92927	C611
3	GIANT CEMENT COMPANY INC	NAHX 92947	C611
4	GIANT CEMENT COMPANY INC	NAHX 93471	C611
5	GIANT CEMENT COMPANY INC	NAHX 93477	C611
6	GIANT CEMENT COMPANY INC	NAHX 93480	C611
7	GIANT CEMENT COMPANY INC	NAHX 93533	C611
8	GIANT CEMENT COMPANY INC	NAHX 93543	C611
9	GIANT CEMENT COMPANY INC	NAHX 93544	C611
10	GIANT CEMENT COMPANY INC	NAHX 93558	C611
11	GIANT CEMENT COMPANY INC	NAHX 93573	C611
12	GIANT CEMENT COMPANY INC	NAHX 93588	C611
13	GIANT CEMENT COMPANY INC	NAHX 93851	C611
14	GIANT CEMENT COMPANY INC	NAHX 93852	C611
15	GIANT CEMENT COMPANY INC	NAHX 93971	C611
16	GIANT CEMENT COMPANY INC	NAHX 94247	C611
17	GIANT CEMENT COMPANY INC	NAHX 94410	C611
18	GIANT CEMENT COMPANY INC	NAHX 94450	C611
19	GIANT CEMENT COMPANY INC	NAHX 94452	C611
20	GIANT CEMENT COMPANY INC	NAHX 94454	C611
21	GIANT CEMENT COMPANY INC	NAHX 94547	C611
22	GIANT CEMENT COMPANY INC	NAHX 94594	C611
23	GIANT CEMENT COMPANY INC	NAHX 94595	C611
24	GIANT CEMENT COMPANY INC	NAHX 94596	C611
25	GIANT CEMENT COMPANY INC	NAHX 94597	C611
26	GIANT CEMENT COMPANY INC	NAHX 94599	C611
27	GIANT CEMENT COMPANY INC	NAHX 94600	C611
28	GIANT CEMENT COMPANY INC	NAHX 94602	C611
29	GIANT CEMENT COMPANY INC	NAHX 94607	C611
30	GIANT CEMENT COMPANY INC	NAHX 94608	C611
31	GIANT CEMENT COMPANY INC	NAHX 94614	C611
32	GIANT CEMENT COMPANY INC	NAHX 94615	C611

Schedule 2

(List of Operative Agreements)

Lessee: Giant Cement Company Incorporated ("GC")

1. Rider No. 5 Renewal No. 5 to Car Leasing Agreement No. 3108-01, dated as of May 29, 2003, between the Seller and GC.
2. Rider No. 5 to Car Leasing Agreement No. 3108-01, dated June 9, 1989, between the Seller and GC.
3. Car Leasing Agreement No. 3108-01, dated August 3, 1987, between the Seller and GC.

BILL OF SALE
(Giant Cement Company Incorporated)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to The Andersons, Inc. ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of June 25, 2004, between Seller and Buyer, and the Assignment and Assumption Agreement, dated June 25, 2004, between Seller and Buyer.

General Electric Railcar Services Corporation

By: 
Name: DANIEL L. WALLACE
Title: VICE PRESIDENT
Date: June 25, 2004

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

6/29/04



Robert W. Alvord