

RECORDATION NO 25525 FILED

MAR 31 '05 3-57 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

March 31, 2005

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

Re: Group 2005-2

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of March 28, 2005, 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 161 North Clark Street, Suite 700 Chicago, Illinois 60601
Buyer:	The Andersons, Inc. 480 West Dussel Drive Maumee, Ohio 43537

Mr. Vernon A. Williams
March 31, 2005
Page 2

A description of the railroad equipment covered by the enclosed document is:

79 cars within the series HS 172006 - HS 172479 as more particularly set forth in the equipment schedule attached to the document.

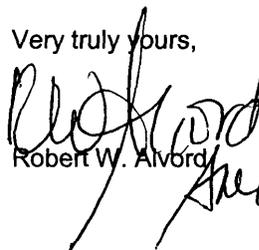
A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$32.00 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

MAR 31 '05

3-57 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of March 28, 2005 (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 March 28, 2005 (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 Lease and, to the extent incorporated therein, the Master Lease (together, the "Operative Agreements"). Notwithstanding the foregoing assignment, 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. 3 to Car Leasing Agreement No. 3062-97, dated as of March 8, 2002, between Seller and GE Silicones, as amended by Amendment No. 1 to Rider No. 3 to Car Leasing Agreement No. 3062-83, dated March 24, 2005, between Seller and Lessee.

Lessee: GE Silicones, LLC, successor-in-interest to GE Electric Company, Silicone Products Division.

Master Lease: Car Leasing Agreement 3062-83, dated as of May 12, 1987, between Seller and Lessee, as amended by Amendment No. 1 to Car Leasing Agreement No. 3062-83, dated January 13, 1994, between Seller and Lessee.

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

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 9.5 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.

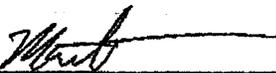
9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

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.

[Remainder of page intentionally left blank]

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: Mark A. Stefani
Title: Vice President

THE ANDERSONS, INC.

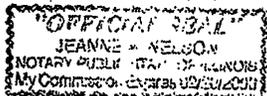
By: _____
Name: _____
Title: _____

State of ILLINOIS

County of COOK

On this, the 25th day of March, 2005, before me, a Notary Public in and for said County and State, personally appeared Mark A. Stefani, 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 and Treasurer

State of Ohio)
)
County of Lucas)

On this, the 25th day March, 2005, before me, a Notary Public in and for said County and State, personally appeared Gary Smith, Vice President, Finance and 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.


Name: Judy A. Baldwin
Notary Public

My Commission Expires: 10/1/2010
Residing in: Wood County



JUDY A. BALDWIN
Notary Public, State of Ohio
Commission Expires 10/1/2010

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 March __, 2005, between Seller and Buyer, and the Assignment and Assumption Agreement, dated March __, 2005, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1

(List of Equipment)

[Redacted area]

Schedule 1

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR</u>	
		<u>Reporting</u>	<u>Mark</u>
1	GE Silicones, LLC	NAHX	172006
2	GE Silicones, LLC	NAHX	172009
3	GE Silicones, LLC	NAHX	172010
4	GE Silicones, LLC	NAHX	172015
5	GE Silicones, LLC	NAHX	172017
6	GE Silicones, LLC	NAHX	172020
7	GE Silicones, LLC	NAHX	172036
8	GE Silicones, LLC	NAHX	172038
9	GE Silicones, LLC	NAHX	172044
10	GE Silicones, LLC	NAHX	172046
11	GE Silicones, LLC	NAHX	172048
12	GE Silicones, LLC	NAHX	172059
13	GE Silicones, LLC	NAHX	172063
14	GE Silicones, LLC	NAHX	172066
15	GE Silicones, LLC	NAHX	172067
16	GE Silicones, LLC	NAHX	172069
17	GE Silicones, LLC	NAHX	172071
18	GE Silicones, LLC	NAHX	172074
19	GE Silicones, LLC	NAHX	172076
20	GE Silicones, LLC	NAHX	172087
21	GE Silicones, LLC	NAHX	172088
22	GE Silicones, LLC	NAHX	172092
23	GE Silicones, LLC	NAHX	172111
24	GE Silicones, LLC	NAHX	172126
25	GE Silicones, LLC	NAHX	172132
26	GE Silicones, LLC	NAHX	172133
27	GE Silicones, LLC	NAHX	172137
28	GE Silicones, LLC	NAHX	172149
29	GE Silicones, LLC	NAHX	172160
30	GE Silicones, LLC	NAHX	172161
31	GE Silicones, LLC	NAHX	172165
32	GE Silicones, LLC	NAHX	172173
33	GE Silicones, LLC	NAHX	172174
34	GE Silicones, LLC	NAHX	172179
35	GE Silicones, LLC	NAHX	172183
36	GE Silicones, LLC	NAHX	172184
37	GE Silicones, LLC	NAHX	172186
38	GE Silicones, LLC	NAHX	172192
39	GE Silicones, LLC	NAHX	172199
40	GE Silicones, LLC	NAHX	172206
41	GE Silicones, LLC	NAHX	172219
42	GE Silicones, LLC	NAHX	172220
43	GE Silicones, LLC	NAHX	172221
44	GE Silicones, LLC	NAHX	172225
45	GE Silicones, LLC	NAHX	172230
46	GE Silicones, LLC	NAHX	172236

47	GE Silicones, LLC	NAHX	172266
48	GE Silicones, LLC	NAHX	172272
49	GE Silicones, LLC	NAHX	172273
50	GE Silicones, LLC	NAHX	172281

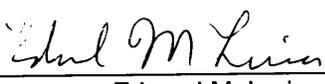
AAR

<u>Unit Count</u>	<u>Lessee</u>	<u>Reporting Mark</u>	
51	GE Silicones, LLC	NAHX	172283
52	GE Silicones, LLC	NAHX	172300
53	GE Silicones, LLC	NAHX	172307
54	GE Silicones, LLC	NAHX	172308
55	GE Silicones, LLC	NAHX	172309
56	GE Silicones, LLC	NAHX	172317
57	GE Silicones, LLC	NAHX	172324
58	GE Silicones, LLC	NAHX	172326
59	GE Silicones, LLC	NAHX	172342
60	GE Silicones, LLC	NAHX	172344
61	GE Silicones, LLC	NAHX	172356
62	GE Silicones, LLC	NAHX	172360
63	GE Silicones, LLC	NAHX	172367
64	GE Silicones, LLC	NAHX	172370
65	GE Silicones, LLC	NAHX	172385
66	GE Silicones, LLC	NAHX	172400
67	GE Silicones, LLC	NAHX	172401
68	GE Silicones, LLC	NAHX	172404
69	GE Silicones, LLC	NAHX	172409
70	GE Silicones, LLC	NAHX	172437
71	GE Silicones, LLC	NAHX	172446
72	GE Silicones, LLC	NAHX	172459
73	GE Silicones, LLC	NAHX	172460
74	GE Silicones, LLC	NAHX	172463
75	GE Silicones, LLC	NAHX	172464
76	GE Silicones, LLC	NAHX	172470
77	GE Silicones, LLC	NAHX	172475
78	GE Silicones, LLC	NAHX	172478
79	GE Silicones, LLC	NAHX	172479

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: March 31, 2005



Edward M. Luria