

RECORDATION NO. 25600-A FILED

MAY 24 '05

4:10 PM

**SURFACE TRANSPORTATION BOARD**

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OF COUNSEL  
URBAN A. LESTER

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

May 24, 2005

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 (2) copies of a Memorandum of Security Agreement and Collateral Assignment, dated as of April 1, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease being filed with the Board under Recordation Number \_\_\_\_\_.

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

Lender: First Merit Bank, N.A.  
106 South Mail Street  
Akron, Ohio 44308

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

Mr. Vernon A. Williams  
May 24, 2005  
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A description of the railroad equipment covered by the enclosed document is:

12 covered hopper cars within the series AEX 007609 - AEX 009267 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:

Memorandum of Security Agreement and Collateral Assignment.

Also enclosed is a check in the amount of \$33.00 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

**MEMORANDUM OF SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**

This MEMORANDUM OF SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT ("Agreement") is made entered into as of April 1, 2005, by and between The Andersons, Inc. ("Borrower") and FirstMerit Bank, N.A. ("Lender").

WHEREAS, The Andersons, Inc., as Lessor, and General Mills Operations Inc., as Lessee, have heretofore entered into that certain Full Service Lease Agreement, Lease #199602-GEN dated August 1, 1996 and Full Service Lease Agreement Rider Deal #R00341 dated October 28, 2004 (collectively, the "Lease") pertaining to the rail cars described in Exhibit A attached hereto ("Equipment"). Evidence of the Lease has been recorded with the Surface Transportation Board pursuant to 49 U.S.C. §11301 simultaneously with this Agreement and assigned recordation number \_\_\_\_\_.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants Lender a security interest in the Equipment and the Lease, any rental payments due under the Lease, the proceeds of any of the foregoing and of certain insurance on Equipment; and Lender acknowledges this security interest.

This Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but altogether only one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the day and year first written above.

[Signature Pages To Follow]

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SURFACE TRANSPORTATION BOARD

BORROWER: THE ANDERSONS, INC.

By: Gary Smith  
Gary Smith  
Title: Vice President, Finance and Treasurer

STATE OF OHIO            )  
COUNTY OF LUCAS       ) ss:

Before me, a Notary Public, in and for said county and state, personally appeared Gary Smith, the Vice President Finance, and Treasurer of The Andersons, Inc., an Ohio corporation, who acknowledged that he being thereunto duly authorized, did sign the fore-going instrument in behalf of said corporation and by authority of its Board of Directors on behalf of the corporation and that the same is the free act and deed of said officer and of said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal at Maumee, Ohio this 23rd day of ~~April~~ May, 2005.

Judy A. Baldwin  
Notary Public  
My Commission Expires: 2/01/2010



JUDY A. BALDWIN  
Notary Public, State of Ohio  
Commission Expires: 2/01/2010

LENDER: FIRSTMERIT BANK, N.A..

By: Kevin Rinehart

Name: Kevin Rinehart

Title: Senior Vice President

STATE OF Ohio

COUNTY OF Summit

) ss:  
)

Before me, a Notary Public, in and for said county and state, personally appeared Kevin Rinehart, the Senior Vice President of FirstMerit Bank, N.A., an National Banking Association, who acknowledged that he/she being thereunto duly authorized, did sign the foregoing instrument in behalf of said corporation and by authority of its Board of Directors on behalf of the corporation and that the same is the free act and deed of said officer and of said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal at Akron, Ohio this 1<sup>st</sup> day of April, 2005.

Pamela J. Cooksey  
Notary Public  
My Commission Expires: 5/18/09

Pamela J. Cooksey, Notary  
State of Ohio  
My Commission Expires: 05/18/09

**EXHIBIT "A"** to a Lease Assignment, Management and Escrow Agreement, a Promissory Note and a Memorandum of Security Agreement and Collateral Agreement, all dated April 1, 2005, between The Andersons, Inc. and FirstMerit Bank, NA.

Reference Full Service Lease Agreement Lease dated August 1, 1996 and Rider Deal #R00341 dated October 28, 2004 (the "Lease") between The Andersons, Inc. and General Mills Operations, Inc.

**Equipment Listing:**

Twelve (12) covered hopper cars

**Numbers:**

AEX007609  
AEX008854  
AEX009008  
AEX009030  
AEX009159  
AEX009160  
AEX009259  
AEX009260  
AEX009261  
AEX009262  
AEX009265  
AEX009267

The Andersons, Inc.  
(Borrower)

by: \_\_\_\_\_  
Gary Smith  
Vice President Finance & Treasurer

FirstMerit Bank, N. A.  
(Lender)

by: \_\_\_\_\_  
its: \_\_\_\_\_

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: \_\_\_\_\_

*5/24/05*



\_\_\_\_\_  
Robert W. Alvord