

RECORDATION NO. 25759 FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.

AUG 05 '05 2-31 PM

SUITE 301
WASHINGTON, D.C.

SURFACE TRANSPORTATION BOARD

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

20036

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

August 5, 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 an Assignment and Assumption Agreement, dated as of July 29, 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:

Assignor: GATX Rail Locomotive Group, L.L.C.
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

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

[Lessee: GWI Leasing Corporation
1200 - C Scottsville Road, Suite 200
Rochester, New York 14624]

Mr. Vernon A. Williams
August 5, 2005
Page 2

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

1 SD40-3 locomotive: EMDX 2000.

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 \$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

AUG 05 '05 2:31 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of July 28, 2005 (this "Agreement"), is between GATX Rail Locomotive Group, L.L.C., a Delaware limited liability company (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 July 29, 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 the 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.

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 Lease. 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 Lease and each reference in the Lease with regard to Owner of the Unit of Equipment 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 as the Owner of the Equipment under the Lease.

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: as of July 29, 2005.

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

Lease: Locomotive Master Lease Agreement dated as of May 25, 2004 and Supplement No. 1 to the Locomotive Master Lease Agreement entered into as of May 25, 2004.

Lessee: GWI Leasing Corporation

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 Ohio, 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.

11. **Recordation.** The Seller and the Buyer agree to record this Agreement with the Surface Transportation Board to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease.

(Signature Page to Follow)

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

**GATX RAIL LOCOMOTIVE GROUP,
L.L.C.**

By: Eileen Raphael

Name: Eileen Raphael

Title: Vice President - Business Operations

THE ANDERSONS, INC.

By: _____

Rasesh H. Shah
President, Rail Group

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

**GATX RAIL LOCOMOTIVE GROUP,
L.L.C.**

By: _____

Name: _____

Title: _____

THE ANDERSONS, INC.

By: Rasesh H. Shah

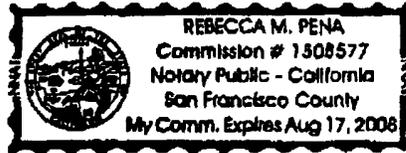
Rasesh H. Shah
President, Rail Group

State of California)
) ss.
County of San Francisco)

On 28th July, 2005 before me, Rebecca M. Pena, personally appeared Eileen Raphael, personally know to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Rebecca M. Pena
Notary Public



State of _____)
)
County of _____)

On this, the ____ day July, 2005, before me, a Notary Public in and for said County and State, personally appeared Rasesh H. Shah, President, Rail Group 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: _____
Notary Public

My Commission Expires: _____

Residing in: _____

State of California)
) ss.
County of San Francisco)

On 28th July, 2005 before me, Rebecca M. Pena, personally appeared Eileen Raphael, personally know to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Notary Public

State of OHIO)
)
County of LUCAS)

On this, the 28th day July, 2005, before me, a Notary Public in and for said County and State, personally appeared Rasesh H. Shah, President, Rail Group 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.



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

Name: Judy A. Baldwin
Notary Public

My Commission Expires: 2/01/2010

Residing in: Wood County

SCHEDULE 1

One SD40-3 Locomotive with Road Number EMDX 2000

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: 8/5/05



Robert W. Alvord