

RECORDATION NO. 26080 FILED

DEC 28 '05 11:24 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

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

OF COUNSEL
URBAN A. LESTER

December 28, 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 Assignment and Assumption Agreement, dated as of June 27, 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 Chicago, Illinois 60601
Buyer:	The Andersons, Inc. 480 West Dussel Drive Maumee, Ohio 43537

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

30 railcars: NAHX 1041 - NAHX 1053 (13 cars), and 17 within the series NAHX 390379 - NAHX 390486 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 \$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

DEC 28 '05 11:54 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of June 27, 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 June 27, 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, solely as it pertains to the Lease, 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. 19, Renewal No. 1 to Car Leasing Agreement 0432-83, dated September 26, 2002, between Seller and Lessee.

Lessee: Amalgamated Sugar Company.

Master Lease: Car Leasing Agreement 0432-83, dated July 31, 1989, 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: _____
Title: _____

THE ANDERSONS, INC.

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

State of Ohio)

County of Lucas) ss:

On this, the 24th day June, 2005, 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., 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.

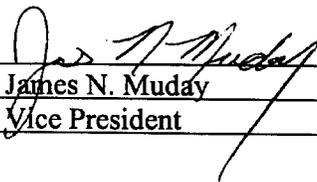


Marian R. Emch
Name: MARIAN R. EMCH
Notary Public

My Commission Expires: 1-19-2009
Residing in: Lucas County, Ohio

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: James N. Munday
Title: Vice President

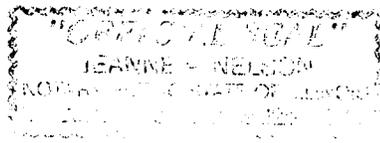
THE ANDERSONS, INC.

By: _____
Name: _____
Title: _____

State of ILLINOIS)
)
County of COOK)

On this, the ____ day of June, 2005, before me, a Notary Public in and for said County and State, personally appeared James N. Muday, 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: 02/20/06
Residing in: Cook County, Illinois

Schedule I

(List of Equipment)

1	Amalgamated Sugar Co	NAHX	1041
2	Amalgamated Sugar Co	NAHX	1042
3	Amalgamated Sugar Co	NAHX	1043
4	Amalgamated Sugar Co	NAHX	1044
5	Amalgamated Sugar Co	NAHX	1045
6	Amalgamated Sugar Co	NAHX	1046
7	Amalgamated Sugar Co	NAHX	1047
8	Amalgamated Sugar Co	NAHX	1048
9	Amalgamated Sugar Co	NAHX	1049
10	Amalgamated Sugar Co	NAHX	1050
11	Amalgamated Sugar Co	NAHX	1051
12	Amalgamated Sugar Co	NAHX	1052
13	Amalgamated Sugar Co	NAHX	1053
14	Amalgamated Sugar Co	NAHX	390379
15	Amalgamated Sugar Co	NAHX	390380
16	Amalgamated Sugar Co	NAHX	390382
17	Amalgamated Sugar Co	NAHX	390383
18	Amalgamated Sugar Co	NAHX	390469
19	Amalgamated Sugar Co	NAHX	390471
20	Amalgamated Sugar Co	NAHX	390474
21	Amalgamated Sugar Co	NAHX	390475
22	Amalgamated Sugar Co	NAHX	390476
23	Amalgamated Sugar Co	NAHX	390477
24	Amalgamated Sugar Co	NAHX	390478
25	Amalgamated Sugar Co	NAHX	390479
26	Amalgamated Sugar Co	NAHX	390480
27	Amalgamated Sugar Co	NAHX	390481
28	Amalgamated Sugar Co	NAHX	390484
29	Amalgamated Sugar Co	NAHX	390485
30	Amalgamated Sugar Co	NAHX	390486

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

General Electric Railcar Services
Corporation

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

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: December 28, 2005



Robert W. Alvord