

RECORDATION NO. 26703 FILED

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SURFACE TRANSPORTATION BOARD

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

OF COUNSEL  
URBAN A. LESTER

December 15, 2006

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 December 15, 2006, 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 N. Clark Street Chicago, IL 60601
Buyer:	The Andersons, Inc. 480 West Dussel Drive Maumee, Ohio 43537

Mr. Vernon A. Williams  
December 15, 2006  
Page 2

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

128 railcars within the series IPWX 6102 – IPWX 6240 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 \$34.00 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/sem  
Enclosures

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 15, 2006 (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 December 15, 2006 (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 (collectively, the "Operative Agreements"), in each case as they relate to each unit. 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 railcars described in Schedule 1 to this Agreement together with every part, accessory, component and any equipment installed therein or attached thereto owned by the Seller on the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

**Lease:** Rider No. 2 dated March 1, 2005 between the Seller and Lessee, which incorporates by reference the terms of the Master Lease.

**Lessee:** Interstate Power and Light Company.

**Master Lease:** that certain Car Leasing Agreement No. 0205-97-01 dated August 21, 1998 between the Seller and Lessee as successor in interest to Interstate Power Company.

**Operative Agreements:** together, the Lease and, to the extent incorporated by reference into the Lease, the Master Lease.

**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.

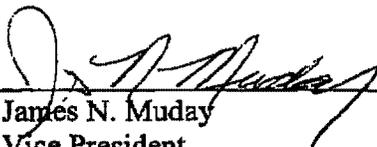
8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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 sale and assignment of the Ownership Interest 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:   
Name: James N. Muday  
Title: Vice President

**THE ANDERSONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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: \_\_\_\_\_

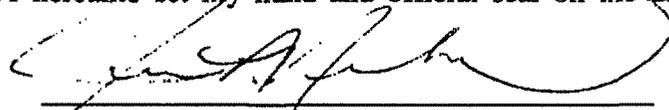
**THE ANDERSONS, INC.**

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

State of ILLINOIS            )  
  )  
County of COOK                )

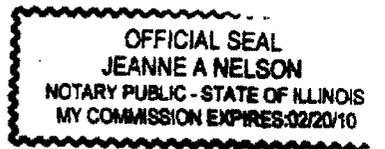
On this, the 15th day of December, 2006, before me, a Notary Public in and for said County and State, personally appeared James N. Muday, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, 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: February 20, 2010  
Residing in Cook County



State of OHIO                    )  
  )  
County of LUCAS                )

On this, the 15th day of December, 2006, before me, a Notary Public in and for said County and State, personally appeared Gary Smith, a 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.



*Judy A. Baldwin*  
Name: Judy A. Baldwin  
Notary Public

My Commission Expires: 02/01/2010  
Residing in: Wood County

JUDY A. BALDWIN  
Notary Public, State of Ohio  
Commission Expires 02/01/2010

**EXHIBIT I**  
**TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

**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 December \_\_, 2006, between Seller and Buyer, and the Assignment and Assumption Agreement, dated December \_\_, 2006, between Seller and Buyer.

General Electric Railcar Services Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Schedule 1**  
**to Assignment and Assumption Agreement**

**(List of Equipment)**

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR</u>	
		<u>Reporting Mark</u>	
1	Interstate Power and Light	IPWX	6102
2	Interstate Power and Light	IPWX	6103
3	Interstate Power and Light	IPWX	6104
4	Interstate Power and Light	IPWX	6105
5	Interstate Power and Light	IPWX	6106
6	Interstate Power and Light	IPWX	6107
7	Interstate Power and Light	IPWX	6108
8	Interstate Power and Light	IPWX	6109
9	Interstate Power and Light	IPWX	6110
10	Interstate Power and Light	IPWX	6111
11	Interstate Power and Light	IPWX	6112
12	Interstate Power and Light	IPWX	6113
13	Interstate Power and Light	IPWX	6114
14	Interstate Power and Light	IPWX	6115
15	Interstate Power and Light	IPWX	6116
16	Interstate Power and Light	IPWX	6117
17	Interstate Power and Light	IPWX	6118
18	Interstate Power and Light	IPWX	6119
19	Interstate Power and Light	IPWX	6120
20	Interstate Power and Light	IPWX	6121
21	Interstate Power and Light	IPWX	6122
22	Interstate Power and Light	IPWX	6123
23	Interstate Power and Light	IPWX	6124
24	Interstate Power and Light	IPWX	6125
25	Interstate Power and Light	IPWX	6126
26	Interstate Power and Light	IPWX	6127
27	Interstate Power and Light	IPWX	6128
28	Interstate Power and Light	IPWX	6129
29	Interstate Power and Light	IPWX	6130
30	Interstate Power and Light	IPWX	6131
31	Interstate Power and Light	IPWX	6132
32	Interstate Power and Light	IPWX	6133
33	Interstate Power and Light	IPWX	6134
34	Interstate Power and Light	IPWX	6135
35	Interstate Power and Light	IPWX	6136
36	Interstate Power and Light	IPWX	6137
37	Interstate Power and Light	IPWX	6139
38	Interstate Power and Light	IPWX	6140
39	Interstate Power and Light	IPWX	6141

40	Interstate Power and Light	IPWX	6142
41	Interstate Power and Light	IPWX	6143
42	Interstate Power and Light	IPWX	6144
43	Interstate Power and Light	IPWX	6146
44	Interstate Power and Light	IPWX	6147
45	Interstate Power and Light	IPWX	6148
46	Interstate Power and Light	IPWX	6149
47	Interstate Power and Light	IPWX	6150
48	Interstate Power and Light	IPWX	6151
49	Interstate Power and Light	IPWX	6153
50	Interstate Power and Light	IPWX	6154
51	Interstate Power and Light	IPWX	6155
52	Interstate Power and Light	IPWX	6156
53	Interstate Power and Light	IPWX	6157
54	Interstate Power and Light	IPWX	6158
55	Interstate Power and Light	IPWX	6159
56	Interstate Power and Light	IPWX	6160
57	Interstate Power and Light	IPWX	6161
58	Interstate Power and Light	IPWX	6162
59	Interstate Power and Light	IPWX	6163
60	Interstate Power and Light	IPWX	6164
61	Interstate Power and Light	IPWX	6165
62	Interstate Power and Light	IPWX	6166
63	Interstate Power and Light	IPWX	6167
64	Interstate Power and Light	IPWX	6168
65	Interstate Power and Light	IPWX	6169
66	Interstate Power and Light	IPWX	6170
67	Interstate Power and Light	IPWX	6171
68	Interstate Power and Light	IPWX	6173
69	Interstate Power and Light	IPWX	6174
70	Interstate Power and Light	IPWX	6175
71	Interstate Power and Light	IPWX	6176
72	Interstate Power and Light	IPWX	6177
73	Interstate Power and Light	IPWX	6178
74	Interstate Power and Light	IPWX	6179
75	Interstate Power and Light	IPWX	6180
76	Interstate Power and Light	IPWX	6181
77	Interstate Power and Light	IPWX	6182
78	Interstate Power and Light	IPWX	6183
79	Interstate Power and Light	IPWX	6184
80	Interstate Power and Light	IPWX	6185
81	Interstate Power and Light	IPWX	6186
82	Interstate Power and Light	IPWX	6187
83	Interstate Power and Light	IPWX	6188
84	Interstate Power and Light	IPWX	6189
85	Interstate Power and Light	IPWX	6190
86	Interstate Power and Light	IPWX	6191
87	Interstate Power and Light	IPWX	6194
88	Interstate Power and Light	IPWX	6195
89	Interstate Power and Light	IPWX	6196

90	Interstate Power and Light	IPWX	6198
91	Interstate Power and Light	IPWX	6199
92	Interstate Power and Light	IPWX	6200
93	Interstate Power and Light	IPWX	6201
94	Interstate Power and Light	IPWX	6202
95	Interstate Power and Light	IPWX	6204
96	Interstate Power and Light	IPWX	6205
97	Interstate Power and Light	IPWX	6206
98	Interstate Power and Light	IPWX	6207
99	Interstate Power and Light	IPWX	6208
100	Interstate Power and Light	IPWX	6209
101	Interstate Power and Light	IPWX	6210
102	Interstate Power and Light	IPWX	6211
103	Interstate Power and Light	IPWX	6213
104	Interstate Power and Light	IPWX	6214
105	Interstate Power and Light	IPWX	6215
106	Interstate Power and Light	IPWX	6216
107	Interstate Power and Light	IPWX	6217
108	Interstate Power and Light	IPWX	6218
109	Interstate Power and Light	IPWX	6219
110	Interstate Power and Light	IPWX	6220
111	Interstate Power and Light	IPWX	6221
112	Interstate Power and Light	IPWX	6222
113	Interstate Power and Light	IPWX	6223
114	Interstate Power and Light	IPWX	6224
115	Interstate Power and Light	IPWX	6225
116	Interstate Power and Light	IPWX	6226
117	Interstate Power and Light	IPWX	6227
118	Interstate Power and Light	IPWX	6228
119	Interstate Power and Light	IPWX	6229
120	Interstate Power and Light	IPWX	6231
121	Interstate Power and Light	IPWX	6233
122	Interstate Power and Light	IPWX	6234
123	Interstate Power and Light	IPWX	6235
124	Interstate Power and Light	IPWX	6236
125	Interstate Power and Light	IPWX	6237
126	Interstate Power and Light	IPWX	6238
127	Interstate Power and Light	IPWX	6239
128	Interstate Power and Light	IPWX	6240

**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:

12/18/06



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