

RECORDATION NO. 12864-K FILED

OCT 04 '07 -3 34 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A LESTER

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)

October 4, 2007

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 Assignment of Lease, dated as of September 28, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease and Memorandum of Assignment of Lease previously filed with the Commission and Board under Recordation Numbers 12864-B and 12864-I, respectively.

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

Assignor: The Andersons, Inc.  
480 West Dussel Drive  
Maumee, OH 43537

Assignee: Trinity Chemical Leasing, L.L.C.  
Geophysical Resource Center, Suite 210  
8801 South Yale Avenue  
Tulsa, OK 74137

Mr. Vernon A. Williams  
October 4, 2007  
Page 2

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

72 railcars as follows: DOWX 7030 – DOWX 7084 (excluding DOWX 7069) and DOWX 6856 – DOWX 6873.

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

Memorandum of Assignment of Lease Agreement.

Also enclosed is a check in the amount of \$35.00 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

OCT 04 '07 -3 34 PM

SURFACE TRANSPORTATION BOARD

**MEMORANDUM OF ASSIGNMENT OF LEASE**

**THIS MEMORANDUM OF ASSIGNMENT OF LEASE** dated effective as of September 28, 2007, is made by The Andersons, Inc., an Ohio corporation, with an address at 480 W. Dussel Dr., Maumee, OH 43537 (the "Transferor"), and Trinity Chemical Leasing, L.L.C., an Oklahoma limited liability company, with an address at Geophysical Resource Center, Suite 210, 8801 South Yale Ave, Tulsa, OK 74137 (the "Transferee" and, together with the Transferor, the "Parties").

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**WHEREAS**, the Transferor, as Lessor, (the "Lessor") by assignment from Citicorp Railmark, Inc. with such assignment being recorded with the Surface Transportation Board at 1:00 P.M. on August 1, 2007 and assigned recordation number 12864-I, and The Dow Chemical Company as Lessee, (the "Lessee"), previously entered into the following documents (collectively referred to as the "Lease Agreement") pursuant to which Lessee leased the railcars identified on Schedule 1 attached hereto (the "Equipment"):

1. Lease of Railroad Equipment, dated as of February 1, 1979, between Security Pacific Equipment Leasing, Inc., as Lessor, and The Dow Chemical Company, as Lessee (the "Lease").
2. Lease Extension Agreement to the Lease, dated as of October 1, 2005, between Citicorp Railmark, Inc., as successor Lessor, and The Dow Chemical Company, as Lessee, but only as it pertains to Group 1 Cars and Group 3 Cars.
4. Assignment and Assumption Agreement dated as of June 27, 2007 between Citicorp Railmark, Inc., as Seller, and The Andersons, Inc., as Buyer.

**WHEREAS**, pursuant to a Purchase Agreement dated effective as of September 28, 2007 between Transferor and Transferee (the "Purchase Agreement"), Transferor agreed to sell the Equipment to Transferee and to assign to Transferee the rights and obligations of Transferor in, to and under the Lease Agreement arising after the date hereof, and Transferee agreed to purchase the Equipment and agreed to such assignment.

**WHEREAS**, the Parties wish to show for the public record the existence of the aforesaid sale and assignment, and the respective interests therein of the Parties.

**NOW, THEREFORE**, to accomplish the foregoing, the Parties are filing this Memorandum of Assignment of Lease with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a). In the event of any conflict between the provisions of this Memorandum of Assignment of Lease and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

**IN WITNESS WHEREOF**, each of the undersigned has caused this Memorandum of Assignment of Lease to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferor. I further declare under penalty of perjury that the foregoing is true and correct.

**THE ANDERSONS, INC.**

By: Nicholas C. Conrad  
Name: Nicholas C. Conrad  
Title: Assistant Treasurer

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferee. I further declare under penalty of perjury that the foregoing is true and correct.

**TRINITY CHEMICAL LEASING L.L.C.**

By: \_\_\_\_\_  
Name: Richard B. Fenimore  
Title: President

**IN WITNESS WHEREOF**, each of the undersigned has caused this Memorandum of Assignment of Lease to be executed by a duly authorized officer as of the day and year first above written.

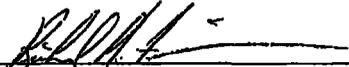
I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferor. I further declare under penalty of perjury that the foregoing is true and correct.

**THE ANDERSONS, INC.**

By: \_\_\_\_\_  
Name: Nicholas C. Conrad  
Title: Assistant Treasurer

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferee. I further declare under penalty of perjury that the foregoing is true and correct.

**TRINITY CHEMICAL LEASING, L.L.C.**

By:  \_\_\_\_\_  
Name: Richard B. Fenimore  
Title: President

**SCHEDULE 1  
TO THE MEMORANDUM OF ASSIGNMENT OF LEASE**

| <b>Dow Group 1 - 54 Cars</b> |             |            |    |             |            |
|------------------------------|-------------|------------|----|-------------|------------|
|                              | <b>Mark</b> | <b>No.</b> |    | <b>Mark</b> | <b>No.</b> |
| 1                            | DOWX        | 7030       | 28 | DOWX        | 7057       |
| 2                            | DOWX        | 7031       | 29 | DOWX        | 7058       |
| 3                            | DOWX        | 7032       | 30 | DOWX        | 7059       |
| 4                            | DOWX        | 7033       | 31 | DOWX        | 7060       |
| 5                            | DOWX        | 7034       | 32 | DOWX        | 7061       |
| 6                            | DOWX        | 7035       | 33 | DOWX        | 7062       |
| 7                            | DOWX        | 7036       | 34 | DOWX        | 7063       |
| 8                            | DOWX        | 7037       | 35 | DOWX        | 7064       |
| 9                            | DOWX        | 7038       | 36 | DOWX        | 7065       |
| 10                           | DOWX        | 7039       | 37 | DOWX        | 7066       |
| 11                           | DOWX        | 7040       | 38 | DOWX        | 7067       |
| 12                           | DOWX        | 7041       | 39 | DOWX        | 7068       |
| 13                           | DOWX        | 7042       | 40 | DOWX        | 7070       |
| 14                           | DOWX        | 7043       | 41 | DOWX        | 7071       |
| 15                           | DOWX        | 7044       | 42 | DOWX        | 7072       |
| 16                           | DOWX        | 7045       | 43 | DOWX        | 7073       |
| 17                           | DOWX        | 7046       | 44 | DOWX        | 7074       |
| 18                           | DOWX        | 7047       | 45 | DOWX        | 7075       |
| 19                           | DOWX        | 7048       | 46 | DOWX        | 7076       |
| 20                           | DOWX        | 7049       | 47 | DOWX        | 7077       |
| 21                           | DOWX        | 7050       | 48 | DOWX        | 7078       |
| 22                           | DOWX        | 7051       | 49 | DOWX        | 7079       |
| 23                           | DOWX        | 7052       | 50 | DOWX        | 7080       |
| 24                           | DOWX        | 7053       | 51 | DOWX        | 7081       |
| 25                           | DOWX        | 7054       | 52 | DOWX        | 7082       |
| 26                           | DOWX        | 7055       | 53 | DOWX        | 7083       |
| 27                           | DOWX        | 7056       | 54 | DOWX        | 7084       |

| <b>Dow Group 3 - 18 Cars</b> |             |            |
|------------------------------|-------------|------------|
|                              | <b>Mark</b> | <b>No.</b> |
| 1                            | DOWX        | 6856       |
| 2                            | DOWX        | 6857       |
| 3                            | DOWX        | 6858       |
| 4                            | DOWX        | 6859       |
| 5                            | DOWX        | 6860       |
| 6                            | DOWX        | 6861       |
| 7                            | DOWX        | 6862       |
| 8                            | DOWX        | 6863       |
| 9                            | DOWX        | 6864       |
| 10                           | DOWX        | 6865       |
| 11                           | DOWX        | 6866       |
| 12                           | DOWX        | 6867       |
| 13                           | DOWX        | 6868       |
| 14                           | DOWX        | 6869       |
| 15                           | DOWX        | 6870       |
| 16                           | DOWX        | 6871       |
| 17                           | DOWX        | 6872       |
| 18                           | DOWX        | 6873       |

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: 10/4/07



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