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SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A LESTER

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

February 14, 2008

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment for Security Purposes (Sublease), dated as of February 14, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement being filed with the Board under Recordation Number 27380.

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

Assignee: U.S. Bancorp Equipment Finance, Inc.  
13010 SW 68th Parkway  
Portland, Oregon 97223

Assignor/  
Sub-Lessor: The Andersons, Inc.  
480 W. Dussel Drive  
Maumee, OH 43537

Anne K. Quinlan, Esquire  
February 14, 2008  
Page 2

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

6 gondola railcars: AEX 4182 - AEX 4187.

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

Assignment for Security Purposes (Sublease).

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,

A handwritten signature in black ink, appearing to read "Robert W. Alvord". The signature is stylized with a large initial "R" and a long horizontal stroke.

Robert W. Alvord

RWA/sem  
Enclosures

RECORDATION NO. 27380-3 FILED

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**SURFACE TRANSPORTATION BOARD  
ASSIGNMENT FOR SECURITY PURPOSES  
(Sublease)**

Equipment Finance, Inc.

Schedule Number 20002695-002-0002695-060

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, The Andersons, Inc. ("Sub-Lessor" or "Assignor"), intending to be legally bound, hereby grants a security interest in and assigns to U.S. Bancorp Equipment Finance, Inc., formerly known as U.S. Bancorp Leasing & Financial and its successors and assigns ("Assignee") the lease agreement ("Sublease") by and between Sub-Lessor, as lessor, and Pilkington North America, Inc., FKA Libbey-Owens-Ford Co., ("Sub-Lessee"), as lessee, and all of Sub-Lessor's right, title and interest in and to the leased property (which is described on Exhibit "B" attached hereto) and all rights, powers, and remedies in the Sublease, including the right, after a default by Assignor under any transaction with Assignee or by the Sub-Lessee under the Sublease, to collect all rents, income, and sums due or to become due thereon and on any notes, contracts of guaranty or surety and collateral of any kind or nature which Sub-Lessor has or may have, now or hereafter, and any and all proceeds of all of the foregoing (all the property assigned being called the "Assigned Property"), and the right, either in Assignee's own name, or in Sub-Lessor's name, to take such actions as Sub-Lessor might have taken save for this assignment. The security interest in the Assigned Property is granted to secure all obligations owing now or hereafter by Sub-Lessor to Assignee. Sub-Lessor hereby authorizes Assignee to file and amend, as Assignee may deem necessary, financing statements regarding the Assigned Property, at any time, either before or after the execution of this Agreement.

Sub-Lessor warrants the payment when due of each sum payable under the Sublease (regardless of any right of Sub-Lessee to abatement or adjustment) and the payment upon demand of the entire unpaid balance in the event of any payment failure by Sub-Lessee or upon any other event of default under the Sublease, without first requiring Assignee to proceed against Sub-Lessee. Sub-Lessor has retained, and does not assign to Assignee, any of Sub-Lessor's obligations, representations or warranties under the Sublease, and Sub-Lessor shall fully perform all such obligations thereunder. **ASSIGNEE SHALL HAVE NO OBLIGATIONS FOR MAINTENANCE, SERVICE, SECURITY, LICENSING AND OBTAINING PERMITS, FURNISHING OF FUEL, PARTS, ACCESSORIES OR REPLACEMENTS, INDEMNITY, OR ANY OTHER OBLIGATIONS, DUTIES OR WARRANTIES OF ASSIGNOR UNDER THE SUBLEASE.**

Sub-Lessor further represents and covenants that Assignor has not assigned and will not assign the Sublease and its rights thereunder to anyone other than Assignee and Assignee shall have a first-priority perfected security interest therein; there is and shall be only one counterpart of the Sublease; Assignor is the lawful holder of the Sublease; if Assignee requests, the original Sublease and related documents have been or will be delivered by Assignor to Assignee. Sub-Lessor will reimburse Assignee for all expenses of collection, repossession, and sale incurred by Assignee in connection with enforcing its rights hereunder, including but not limited to, attorney's fees, court costs, and interest on overdue payments.

Sub-Lessor agrees that Assignee may audit Sub-Lessor's books and records relating to the Assigned Property and agrees that, without notice to or assent by Sub-Lessor, and without releasing the liability of Sub-Lessor hereunder, Assignee may take any action under the provisions of the Sublease as assignee of Sub-Lessor's interest, and may release any rights against, grant extensions of time to, and compromise claims with, Sub-Lessee and may repossess and resell or release any or all of the Assigned Property. Sub-Lessor waives presentment and demand for payment, protest, notice of protest and notice of dishonor as to Assignee. All representations, warranties and agreements contained in the Sublease are incorporated herein by this reference and are deemed repeated in full herein by Sub-Lessor so as to induce Assignee to accept this assignment.

This Assignment shall be binding upon, and inure to the benefit of the parties hereto and the beneficiaries hereof and their respective successors and assigns, and shall be governed by the laws of the state of Oregon. The parties each submit to the jurisdiction of any state or federal court sitting in Portland, Oregon over all claims in any action or proceeding arising from or relating to this Assignment. **THE PARTIES EACH IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATING TO THIS ASSIGNMENT.** In any effort to enforce this Assignment, the prevailing party shall be entitled to an award of its reasonable attorney fees, including any incurred before suit is commenced, prior to or at trial, in any appeal and in any other proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment for Security Purposes to be duly executed on the 14 day of Feb, 2008

U.S. Bancorp Equipment Finance, Inc.,  
formerly known as U.S. Bancorp Leasing & Financial  
[Assignee]

By: [Signature]  
An Authorized Officer Thereof

The Andersons, Inc.  
[Sub-Lessor]

By: [Signature]  
Nicholas C. Conrad  
Assistant Treasurer



EXHIBIT "B"

**Equipment Finance, Inc.**

Schedule Number 20002695-002-0002695-060

The Assigned Property (as defined and used in the assignment agreement) includes the following:

Certain chattel paper and all proceeds thereof, including all rents, income, accounts, payment intangibles, and obligations due under that certain Full Service Lease Agreement dated August 29, 1997, between The Andersons, Inc. (as Lessor) and Pilkington North America, Inc. FKA Libbey-Owens-Ford Co., (as Lessee) and Rider # R01245, dated January 01, 2008, ("Lease Agreement(s)") and all rights to the equipment and/or inventory and all proceeds thereof, that is the subject of such Lease Agreement(s), as more fully described below. Any purchase of the Lease Agreement(s), or perfection of a security interest therein by possession or other control of the Lease Agreement(s), violates the rights of U.S. Bancorp Equipment Finance, Inc. (and its successors and assigns).

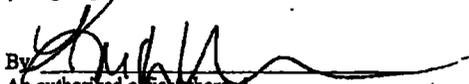
Six (6) Used 1997 Gondola Railcars, Model E643 modified with racks and tarp covering system to carry plate glass, with the following marks and numbers:

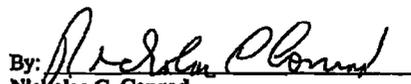
AEX 004182; AEX 004183; AEX 004184; AEX 004185; AEX 004186; AEX 004187;

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

U.S. Bancorp Equipment Finance, Inc.,  
formerly known as U.S. Bancorp Leasing & Financial  
[Assignee]

The Andersons, Inc.  
[Sub-Lessor]

By:   
An authorized officer thereof

By:   
Nicholas C. Conrad  
Assistant Treasurer

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: 2/14/08



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