

RECORDATION NO. 29330 - A
FILED

JUN 29 '10 -11 05 AM

SURFACE TRANSPORTATION BOARD

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

June 29, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

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 May 26, 2010 a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease being filed with the Board under Recordation Number 29330

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

Assignor.	Narcat LLC 480 W. Dussel Drive, Suite R Maumee, OH 43537
Assignee:	The Andersons, Inc. 480 W Dussel Drive, Suite R Maumee, OH 43537

Section Chief
June 29, 2010
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A description of the railroad equipment covered by the enclosed document is:

92 gondola railcars: RMGX 9134 and within the series RMGX 4201 - RMGX 5072 as more particularly set forth in the attachment 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 \$41 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

JUN 29 '10 -11 05 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, (this "Agreement"), is between NARCAT LLC, a Delaware limited liability company, of 480 W. Dussel Drive, Maumee, Ohio 43537 (the "Assignor") and The Andersons, Inc., an Ohio corporation of 480 W. Dussel Drive, Maumee, Ohio 43537 (the "Assignee") and is dated as of May 26, 2010 ("Effective Date").

RECITALS

WHEREAS, the Assignor is party to that certain Full Service Lease Agreement with Martin Marietta Materials, Inc. ("Lessee") dated effective as of January 1, 2006 (the "Master Lease") attached hereto as Exhibit A and its related Rider Deal #C01488 dated effective January 1, 2010 (the "Rider") attached hereto as Exhibit B, (hereinafter collectively the "Lease") providing for the lease of certain railcars described in the Lease (the "Equipment") from Assignor subject to the terms and conditions set forth therein; and

WHEREAS, the Assignor wishes to assign the Lease to Assignee; and

WHEREAS, such an assignment is authorized by the express provisions of the Master Lease,

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. **Assignment.** On and after the Effective Date, Assignor assigns to the Assignee all of the Assignor's rights, title and interest in and the Lease and, solely as it pertains to the Rider, the as each relates to each unit of Equipment.

2. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Assignee accepts the assignment contained in Section 1 hereof and, on and after the Effective Date, assumes the obligations of Assignor for such Equipment owned by Assignor which are leased to Lessee under the Lease. On and after the Effective Date, the Assignee shall be deemed to stand in the place of the Assignor for all purposes under the Lease and each reference in the Lease with regard to Assignor acting as Lessor shall be deemed to mean the Assignee. The Assignor, in respect of the period on and after the Effective Date, is released of all obligations as the Lessor under the Lease.

3. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

4. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given to each party at the address set forth in the first paragraph of this Agreement.

5. **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.

6. **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.

THE ANDERSONS, INC.

By: Rasesh H. Shah
Name: Rasesh H. Shah
Title: President, Rail Group

State of OHIO)
County of LUCAS)

On this, the 20th day of May, 2010, before me, a Notary Public in and for said County and State, personally appeared Rasesh H. Shah 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.



Julie Ann Dwyer
Notary Public
My Commission Expires: 03-27-2010
JULIE ANN DWYER
Notary Public, State of Ohio
My Commission Expires 03-27-2010

EXHIBIT A

Master Lease

Omitted

EXHIBIT B

Rider

Omitted

EQUIPMENT
Martin Marietta Materials, Inc.
92 Gondola Railcars

1	RMGX004201	26	RMGX004281	51	RMGX005029	76	RMGX005054
2	RMGX004202	27	RMGX004282	52	RMGX005030	77	RMGX005055
3	RMGX004205	28	RMGX004287	53	RMGX005031	78	RMGX005056
4	RMGX004207	29	RMGX004288	54	RMGX005032	79	RMGX005057
5	RMGX004208	30	RMGX004290	55	RMGX005033	80	RMGX005058
6	RMGX004211	31	RMGX004291	56	RMGX005034	81	RMGX005059
7	RMGX004212	32	RMGX004292	57	RMGX005035	82	RMGX005060
8	RMGX004214	33	RMGX004293	58	RMGX005036	83	RMGX005061
9	RMGX004216	34	RMGX004297	59	RMGX005037	84	RMGX005062
10	RMGX004218	35	RMGX005013	60	RMGX005038	85	RMGX005063
11	RMGX004220	36	RMGX005014	61	RMGX005039	86	RMGX005064
12	RMGX004221	37	RMGX005015	62	RMGX005040	87	RMGX005065
13	RMGX004222	38	RMGX005016	63	RMGX005041	88	RMGX005066
14	RMGX004223	39	RMGX005017	64	RMGX005042	89	RMGX005068
15	RMGX004225	40	RMGX005018	65	RMGX005043	90	RMGX005069
16	RMGX004231	41	RMGX005019	66	RMGX005044	91	RMGX005072
17	RMGX004232	42	RMGX005020	67	RMGX005045	92	RMGX009134
18	RMGX004239	43	RMGX005021	68	RMGX005046		
19	RMGX004241	44	RMGX005022	69	RMGX005047		
20	RMGX004242	45	RMGX005023	70	RMGX005048		
21	RMGX004245	46	RMGX005024	71	RMGX005049		
22	RMGX004270	47	RMGX005025	72	RMGX005050		
23	RMGX004273	48	RMGX005026	73	RMGX005051		
24	RMGX004274	49	RMGX005027	74	RMGX005052		
25	RMGX004277	50	RMGX005028	75	RMGX005053		

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:

6/29/10



Robert W. Alvord