

RECORDATION NO 30598 FILED
December 31, 2012 01:30 AM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

December 31, 2012

Chief of the 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 an Assignment and Assumption Agreement, dated as of December 27, 2012, 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/Assignor: General Electric Railcar Services Corporation
161 N. Clark Street
Chicago, IL 60601-3294

Buyer/Assignee: The Andersons, Inc.
480 West Dussel Drive
Maumee, OH 43537

Chief
Section of Administration
December 31, 2012
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A description of the railroad equipment covered by the enclosed document is:

32 railcars: NATX 45058 - NATX 45089.

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 \$42.00 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 'E. M. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December ~~27~~, 2012 (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 ~~27~~, 2012 (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 they pertain to the Lease, the Master Lease and the Guaranty (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 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, 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”).

Guaranty: that certain Guaranty of Payment and Performance dated as of March 16, 2011 by Guarantor in favor of Seller, as amended by that certain Amendment to Guaranty of Payment and Performance effective May 2, 2012 by Guarantor in favor of Seller.

Guarantor: High Sierra Energy Marketing LLC.

Lease: Rider No.10-B dated December 1, 2011 between Seller and Lessee, which Lease incorporates by reference the terms of the Master Lease.

Lessee: Centennial Energy LLC.

Master Lease: Car Leasing Agreement 5942-97-0 (also referred to as 5942-97) dated as of September 15, 2008 between Seller and Lessee.

Operative Agreements: together, the Lease and, solely as they pertain to the Lease, the Master Lease and the Guaranty.

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.

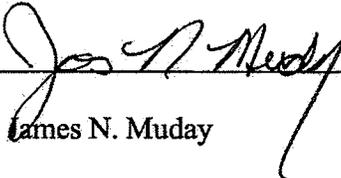
9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

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.

[Remainder of Page Intentionally 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: James N. Muday

Title: Vice President

THE ANDERSONS, INC.

By: _____

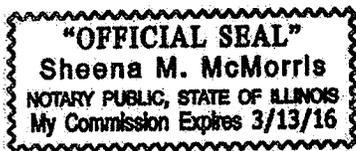
Name: Rasesh H. Shah

Title: President, Rail Group

State of Illinois)
)
County of Cook)

On this, the 21st day of December, 2012, 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.



Sheena M. McMorris

Name: Sheena M. McMorris
Notary Public

My Commission Expires: 3/13/16
Residing in: Illinois

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: Nicholas Conrad

Name: Nicholas C. Conrad

Title: Vice President, Finance & Treasurer

State of Ohio)
)
County of Lucas)

On this, the 27th day of December, 2012, before me, a Notary Public in and for said County and State, personally appeared Nicholas C. Conrad, Vice President, Finance & 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.

Rachell D. Fox

Name: Rachell D. Fox
Notary Public



RACHELL D. FOX
Notary Public - State of Ohio
My Commission Expires 02-26-2013

My Commission Expires: 2/26/13
Residing in: Toledo, Ohio, Lucas County

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 __, 2012, between Seller and Buyer, and the Assignment and Assumption Agreement, dated December __, 2012, between Seller and Buyer.

**GENERAL ELECTRIC RAILCAR
SERVICES CORPORATION**

By: _____

Name: _____

Title: _____

Date: _____

Schedule 1
to Bill of Sale

List of Equipment

Car Count	Car Mark	Car Number	AAR Car Code	Cash Purchase Price
1	NATX	45065	T108	\$ 80,151.00
2	NATX	45071	T108	\$ 80,151.00
3	NATX	45083	T108	\$ 80,151.00
4	NATX	45086	T108	\$ 80,151.00
5	NATX	45059	T108	\$ 80,151.00
6	NATX	45061	T108	\$ 80,151.00
7	NATX	45068	T108	\$ 80,151.00
8	NATX	45078	T108	\$ 80,151.00
9	NATX	45073	T108	\$ 80,151.00
10	NATX	45082	T108	\$ 80,151.00
11	NATX	45076	T108	\$ 80,151.00
12	NATX	45080	T108	\$ 80,151.00
13	NATX	45058	T108	\$ 80,151.00
14	NATX	45060	T108	\$ 80,151.00
15	NATX	45067	T108	\$ 80,151.00
16	NATX	45069	T108	\$ 80,151.00
17	NATX	45072	T108	\$ 80,151.00
18	NATX	45074	T108	\$ 80,151.00
19	NATX	45081	T108	\$ 80,151.00
20	NATX	45084	T108	\$ 80,151.00
21	NATX	45062	T108	\$ 80,151.00
22	NATX	45064	T108	\$ 80,151.00
23	NATX	45066	T108	\$ 80,151.00
24	NATX	45070	T108	\$ 80,151.00
25	NATX	45075	T108	\$ 80,151.00
26	NATX	45079	T108	\$ 80,151.00
27	NATX	45087	T108	\$ 80,151.00
28	NATX	45088	T108	\$ 80,151.00
29	NATX	45085	T108	\$ 80,151.00
30	NATX	45089	T108	\$ 80,151.00
31	NATX	45063	T108	\$ 80,151.00
32	NATX	45077	T108	\$ 80,151.00

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: 12/31/12

Edward M Luria
Edward M. Luria