

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)

OF COUNSEL  
URBAN A. LESTER

October 30, 2002

RECORDATION NO. 22741-B FILED

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

OCT 31 '02 11-24 AM  
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Assignment and Assumption Agreement, dated as of October 24, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease which was previously filed with the Board under Recordation Number 22741.

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

Assignor: MRC Landbridge, Inc.  
c/o Mitsui & Co (U S A) Inc.  
One California Street, Suite 1500  
San Francisco, California 94111

Assignee: Mitsui & Co (U S A) Inc.  
One California Street, Suite 1500  
San Francisco, California 94111

Mr. Vernon A. Williams  
October 30, 2002  
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A description of the railroad equipment covered by the enclosed document  
is:

Twelve (12) railcars: TFM 79049 through TFM 790060.

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

Partial Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$30.00 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/anm  
Enclosures

**PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** OCT 31 '02 11:24 AM

SURFACE TRANSPORTATION BOARD

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of October 24, 2002, by Mitsui & Co. (U.S.A.), Inc., a New York corporation (the "Assignee") and MRC Landbridge, Inc., a Delaware corporation (the "Assignor").

WHEREAS, Assignor owns twelve (12) railcars more particularly described on Exhibit D.1 (the "Cars") which have been leased to TFM, S.A. de C.V. under a Lease Agreement and Schedules described on Exhibit D.2 (the "Lease"); and

WHEREAS, pursuant to a certain Purchase and Sale Agreement (the "Purchase Agreement") of even date herewith, Assignor has agreed to sell and Assignee has agreed to purchase certain Assets (as defined in the Purchase Agreement), including but not limited to the Cars and all of Assignor's right, title, and interest in the Lease with respect to the Cars; and

WHEREAS, with respect to periods on and after the Closing Date (as defined in the Purchase Agreement), Assignee desires to acquire from Assignor and Assignor desires to sell to Assignee its right, title, and interest to the Assets, and Assignee is willing to assume all of Assignor's Obligations;

NOW, THEREFORE, in consideration of the premises and subject to the terms and conditions herein set forth, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings specified in the Purchase Agreement.
2. Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Assets with respect to periods on and after the Closing Date.
3. Assumption. Assignee hereby accepts the foregoing assignment, and with respect to periods on and after the execution and delivery of this Assignment, for the benefit of Assignor and each of the other parties having interests in the Lease, hereby consents that it shall be a party to the Lease, and Assignee hereby assumes all of Assignor's Obligations under the Lease with respect to the Cars and agrees, to such extent, to be bound by all of the terms of the Lease.
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. Successors and Assigns. The terms of this Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.
6. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law.

7. Further Assurances. Each party agrees that from time to time after the date hereof it shall execute and deliver, or cause to be executed and delivered, such instruments, documents, and papers, and take all such further action, as may be reasonably required in order to consummate more effectively the purposes of this Assignment and to implement the transactions contemplated hereby. Assignor covenants and agrees to cooperate with Assignee in connection with any litigation arising with respect to the Assets.

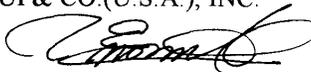
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered on the day and year first above written.

ASSIGNOR: MRC LANDBRIDGE, INC.

By:   
Michihiro Nose

Title: President

ASSIGNEE: MITSUI & CO.(U.S.A.), INC.

By:   
Yoshiyuki Enomoto

Title: General Manager, 2<sup>nd</sup> Machinery Department,  
San Francisco Office

**EXHIBIT D.1 to  
Assignment and  
Assumption Agreement**

**DESCRIPTION OF CARS**

Twelve (12) Twin-stack® bulkhead intermodal railcars, marked and numbered TFM79049-79060, inclusive.

**EXHIBIT D.2 to  
Assignment and  
Assumption Agreement**

**DESCRIPTION OF LEASE**

Lease Agreement between MRC Landbridge, Inc. and TFM, S.A. de C.V. dated July 16, 1999 and Schedule No. 1 and Schedule No.2 thereto of the same date, covering sixty-one (61) Twin-stack® bulkhead intermodal railcars, but only to the extent twelve (12) railcars marked and numbered TFM 79049 - 79060.

STATE OF ILLINOIS       )  
  ) ss.  
COUNTY OF COOK       )

On this 24 day of October 2002, before me personally appeared Michihiro Nose, to me personally known, who being by me duly sworn, says that he is the President of MRC Landbridge, Inc. and that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Teresa Taylor  
NOTARY PUBLIC

My commission expires: 6/24/06



STATE OF ILLINOIS       )  
  ) ss.  
COUNTY OF COOK        )

On this 24 day of October 2002, before me personally appeared Yoshiyuki Enomoto, to me personally known, who being by me duly sworn, says that he is the General Manager, 2<sup>nd</sup> Machinery Department of Mitsui & Co. (U.S.A.), Inc., San Francisco Office, and that the foregoing instrument was signed on behalf of said company, and he acknowledged that the execution of the said instrument was his free act and deed.

Teresa Taylor  
NOTARY PUBLIC

My commission expires: 6/24/06

