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SURFACE TRANSPORTATION BOARD

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

June 29, 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 an Assignment and Assumption Agreement, dated as of June 28, 2007, 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:

Assignor: MRX Corporation
One Park Avenue, Suite 5-1
Hampton, NY 03842

Assignee: BTMU Capital Corporation
111 Huntington Avenue, Suite 400
Boston, MA 02199

Mr. Vernon A. Williams

June 29, 2007

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

184 covered hopper railcars within the following series RRRX 102 – RRRX 470159 as more particularly set forth in the equipment schedule attached 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 \$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 "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

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ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS ASSIGNMENT effective as of June 28, 2007 is made by MRX CORPORATION, a Delaware corporation ("**Assignor**"), to BTMU CAPITAL CORPORATION, a Delaware corporation ("**Assignee**").

RECITALS

WHEREAS, Assignor and Assignee have entered into an Agreement of Purchase and Sale dated as of June 28, 2007 ("**Agreement**"), whereby Assignor agreed to sell to Assignee all of Assignee's right, title and interest in and to the one hundred eighty four (184) covered hopper railcars described in Schedule A attached hereto ("**Units**") and all of Assignor's right, title and interest in and to those certain lease agreements described in Schedule B attached hereto, to the extent relating to the Units (together with all supplements, amendments, waivers and other related documentation, the "**Leases**"); and

WHEREAS, Assignor wishes to assign and Assignee wishes to accept the assignment of the Leases upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Subject to the terms, conditions and covenants of the Agreement, Assignor hereby forever and irrevocably assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Leases and all of the rights, powers, privileges and remedies of Assignor thereunder; provided, however, that Assignor shall be entitled to the following retained rights: (a) the right to payment of (i) all rentals and other amounts (including, without limitation, car hire and settlement or casualty value payments) due and payable under the Leases for all periods on or prior to June 28, 2007, or at such other closing date as the parties hereto shall agree ("**Closing Date**"), and (ii) the right to the payment of indemnities and liability insurance proceeds which are now or hereafter payable to the Assignor for its own account under the Leases, in respect of any claims against the Assignor relating to periods ending on or prior to the Closing Date, and (b) the right to enforce payment of the amounts referred to in Section 1(a) above without cost or expense to the Assignee. Notwithstanding anything herein or in the Agreement to the contrary, the parties agree that regarding any assigned lease transactions evidenced by schedules to a master lease agreement, this assignment is only with respect to those specific schedules expressly set forth in Schedule A hereto and that any assignment of a master lease shall be a partial assignment and with respect to such scheduled lease transactions only.

2. **Assumption.** Assignee hereby assumes and agrees to fully and timely perform all of the obligations and liabilities of the Lessor under the Leases, to the extent such obligations and liabilities first accrue and arise after the Closing Date.

3. **Further Assurances.** At the request of Assignee and without further consideration, the Assignor shall execute and deliver such additional instruments of transfer and will take such other action as Assignee may reasonably request in order to more effectively carry out the transaction contemplated in this Assignment

4. **Counterparts.** This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. **Binding Effect.** This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of New Hampshire without reference to its conflict of laws provisions.

* * * * *

IN WITNESS WHEREOF, the parties pursuant to due corporate authority have executed this Assignment and Assumption Agreement through their authorized representatives as of the date first above written.

ASSIGNOR:

ASSIGNEE:

MRX CORPORATION

BTMU CAPITAL CORPORATION

By: William D. Evans
Name: William D. Evans
Title: President

By: Cheryl A. Behan
Name: Cheryl A. Behan
Title: Senior Vice President

EXHIBIT B - CONTINUED

STATE OF)
) S.S.
COUNTY OF)

On June 28, 2007 before me, Kathleen Casserly, personally appeared William D. Evans, President of **MRX Corporation**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen Casserly
Commission expires August 31, 2009

(Seal)

STATE OF MASSACHUSETTS)
) S.S.
COUNTY OF SUFFOLK)

On June 28, 2007 before me, Kathleen Casserly, personally appeared Cheryl A. Behan, Senior Vice President, of **BTMU Capital Corporation**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen Casserly
Commission expires August 31, 2009

(Seal)

SCHEDULE A

**To the Assignment and Assumption Agreement dated as of June 28, 2007 between
MRX Corporation and BTMU Capital Corporation**

THE UNITS

Description of the Units: One hundred eighty-four (184) covered hopper railcars bearing the following marks and numbers:

RRRX 000102	RRRX 000108	RRRX 000112	RRRX 000120
RRRX 000121	RRRX 000126	RRRX 000147	RRRX 000153
RRRX 000155	RRRX 000166	RRRX 000170	RRRX 000402
RRRX 000404	RRRX 000405	RRRX 000407	RRRX 000410
RRRX 000411	RRRX 000413	RRRX 000414	RRRX 001104
RRRX 002022	RRRX 002063	RRRX 002127	RRRX 002133
RRRX 002135	RRRX 002139	RRRX 002140	RRRX 002145
RRRX 002146	RRRX 002148	RRRX 021002	RRRX 021004
RRRX 021005	RRRX 021008	RRRX 021010	RRRX 021011
RRRX 021015	RRRX 021021	RRRX 021023	RRRX 021025
RRRX 021027	RRRX 021028	RRRX 021029	RRRX 021033
RRRX 021035	RRRX 021037	RRRX 021039	RRRX 182739
RRRX 182754	RRRX 182756	RRRX 182757	RRRX 182763
RRRX 182768	RRRX 182782	RRRX 182798	RRRX 182805
RRRX 182807	RRRX 182811	RRRX 182812	RRRX 182815
RRRX 182817	RRRX 182819	RRRX 182822	RRRX 182829
RRRX 182834	RRRX 182837	RRRX 182840	RRRX 182858
RRRX 182873	RRRX 182904	RRRX 182910	RRRX 182917
RRRX 182919	RRRX 182921	RRRX 182922	RRRX 182925
RRRX 182928	RRRX 182929	RRRX 182935	RRRX 182936
RRRX 182938	RRRX 182940	RRRX 182941	RRRX 182943
RRRX 182954	RRRX 182957	RRRX 182960	RRRX 182965
RRRX 182967	RRRX 182968	RRRX 182970	RRRX 182972
RRRX 182975	RRRX 182981	RRRX 182985	RRRX 182986
RRRX 182988	RRRX 182989	RRRX 182993	RRRX 182994
RRRX 182997	RRRX 460071	RRRX 470084	RRRX 460089
RRRX 460111	RRRX 460133	RRRX 460137	RRRX 460139
RRRX 460188	RRRX 460189	RRRX 460190	RRRX 460191
RRRX 460194	RRRX 460200	RRRX 460201	RRRX 460209
RRRX 460215	RRRX 460218	RRRX 460226	RRRX 460230
RRRX 460235	RRRX 460242	RRRX 460250	RRRX 460251
RRRX 460252	RRRX 460267	RRRX 460269	RRRX 460277
RRRX 460282	RRRX 460294	RRRX 460297	RRRX 460314

EXHIBIT B - CONTINUED

SCHEDULE A, cont.

**To the Assignment and Assumption Agreement dated as of June 28, 2007 between
MRX Corporation and BTMU Capital Corporation**

RRRX 460315	RRRX 460317	RRRX 460319	RRRX 460328
RRRX 460335	RRRX 460336	RRRX 460337	RRRX 460355
RRRX 460359	RRRX 460378	RRRX 460388	RRRX 460394
RRRX 460397	RRRX 460400	RRRX 460404	RRRX 460407
RRRX 460413	RRRX 460421	RRRX 460422	RRRX 460429
RRRX 460432	RRRX 460434	RRRX 460439	RRRX 463003
RRRX 463008	RRRX 463009	RRRX 463017	RRRX 463020
RRRX 463023	RRRX 463024	RRRX 463025	RRRX 470032
RRRX 470039	RRRX 470044	RRRX 470065	RRRX 470071
RRRX 470081	RRRX 470088	RRRX 470094	RRRX 470098
RRRX 470119	RRRX 470120	RRRX 470122	RRRX 470130
RRRX 470132	RRRX 470137	RRRX 470139	RRRX 470145
RRRX 470149	RRRX 470156	RRRX 470157	RRRX 470159

SCHEDULE B

To the Agreement of Purchase and Sale dated as of June 28, 2007 between MRX Corporation and BTMU Capital Corporation

THE LEASES

- (1) Lease Agreement, dated February 31, 2003 between MRXX Corp. and Interstate Commodities; as amended by Amendment No. 1 dated as of April 1, 2006 between MRXX Corp. and Interstate Commodities; as amended by Amendment No. 2 dated as of June 19, 2006 between MRXX Corp. and Interstate Commodities; as amended as of July 17, 2006 between MRXX Corp. and Interstate Commodities
- (2) Lease Agreement, dated December 13, 2002 between MRXX Corp. and Central States Enterprises; as amended by Amendment No. 1 dated August 12, 2004 between MRXX Corp. and Central States Enterprises
- (3) Lease Agreement, dated January 23, 2003 between MRXX Corp. and Central States Enterprises; as amended by Amendment No. 1 dated August 12, 2004 between MRXX Corp. and Central States Enterprises
- (4) Lease Agreement, dated August 1, 2003 between MRXX Corp., as Agent for Car Owners and Perdue Farms Incorporated; as amended by Amendment No. 1 dated August 1, 2006 between MRXX Corp., as Agent for Cars Owners and Perdue AgriBusiness Incorporated, as assigned by Perdue Farms Incorporated.
- (5) Lease Agreement, dated July 1, 2004 between MRXX Corp., as Agent for Car Owners and Perdue Farms Incorporated; as amended by Amendment No. 1 dated August 1, 2006 between MRXX Corp., as Agent for Car Owners and Perdue AgriBusiness Incorporated, as assigned by Perdue Farms Incorporated.

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:

6/29/07



Robert W. Alvord