

HOGAN & HARTSON
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October 26, 1999

BY HAND DELIVERY

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

RECORDATION NO. 22494 FILED

OCT 27 '99 11-00AM

Dear Secretary Williams:

Pursuant to the provisions of 49 U.S.C. § 11301 and in accordance with 49 C.F.R. § 1177, one (1) executed original and one (1) certified copy of a Bill of Sale dated June 28, 1999 are enclosed herewith for filing and recordation.

The names and addresses of the parties to the document are as follows:

Seller: Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, OH 45263

Buyer: GATX de Mexico, S.A. de C.V.
Ruben Dario 281-1801
Col. Bosques de Chapultepec.
Mexico, D.F. 11580.
Mexico

A description of the railroad equipment covered by the document is set forth in Appendix A to the document.

BRUSSELS BUDAPEST LONDON MOSCOW PARIS* PRAGUE* WARSAW

BALTIMORE, MD COLORADO SPRINGS, CO DENVER, CO LOS ANGELES, CA McLEAN, VA NEW YORK, NY ROCKVILLE, MD
\\DC - 62766/1 - #970695 v2

*Affiliated Office

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Also enclosed is a payment in the amount of \$26.00 in order to cover the required recordation fee. Please return to bearer the stamped original and one stamped copy of the Bill of Sale.

Sincerely,



Bonnie Millar
Legal Assistant

BMM/bmm

Enclosures

RECORDATION NO. 22494 FILED

BILL OF SALE

OCT 27 '99

11-00AM

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **FIFTH THIRD LEASING COMPANY** ("Seller") does hereby sell, assign, and transfer unto **GATX DE MEXICO, S.A. DE C.V.** (Buyer"), and its successors and assigns, all of the Seller's right, title, and interest in and to the units of railroad rolling stock described in APPENDIX A hereto (the "Equipment").

This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement dated May 6, 1999, by and between Buyer and Seller and neither expands upon nor limits the right and obligations of the parties under the Purchase and Sale Agreement.

The Seller hereby warrants to Buyer, and Buyer's successors and assigns, as follows:

1. That the Seller is the lawful owner of the Equipment and has good, valid, and merchantable title thereto, free and clear of any charge, lien, encumbrance, or other claim or interest of any nature whatsoever; and
2. That the Seller has full power and authority to sell and convey the Equipment; and
3. That the Seller has not executed any other Bill of Sale or other instrument which by its term purports to transfer title to the Equipment, or any interest therein, to any other person or entity.

The Seller further agrees to forever warrant and defend the title to the Equipment unto Buyer, its successors and assigns, against all lawful claims.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the 28th day of June, 1999.

FIFTH THIRD LEASING COMPANY

BY: _____

David A. Jackson
David A. Jackson

TITLE: _____

Senior Vice President

BILL OF SALE

APPENDIX A

Thirty-three (33), 1988 rebuilt, 70-ton, boxcars bearing reporting marks as follows:

QC 210503	QC 210535	QC 210642	QC 210722	QC 210789
QC 210507	QC 210536	QC 210666	QC 210724	QC 210792
QC 210515	QC 210608	QC 210671	QC 210726	QC 210797
QC 210516	QC 210615	QC 210674	QC 210728	QC 210812
QC 210522	QC 210617	QC 210689	QC 210733	QC 210825
QC 210526	QC 210626	QC 210690	QC 210783	
QC 210534	QC 210632	QC 210710	QC 210788	

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 28th day of June, 1999, before me the subscriber, Linda M. Baughman, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named David A. Jackson to me personally known, who stated and acknowledged that he is the Senior Vice President of Fifth Third Leasing Company, an Ohio corporation, and duly authorized by authority of the Board of Directors or By-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of June, 1999.

Linda M. Baughman
(Notary Signature)

My commission expires:

7-22-2002



LINDA M. BAUGHMAN
Notary Public, State of Ohio
My Commission Expires July 22, 2002

HOGAN & HARTSON
L.L.P.

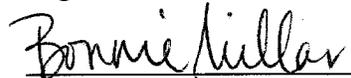
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October 26, 1999

I certify that I have compared the original and this copy of the Bill of Sale, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Signed:



Bonnie Millar

BRUSSELS BUDAPEST LONDON MOSCOW PARIS* PRAGUE* WARSAW

BALTIMORE, MD COLORADO SPRINGS, CO DENVER, CO LOS ANGELES, CA McLEAN, VA NEW YORK, NY ROCKVILLE, MD