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ELIAS C. ALVORD (1942)
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ROBERT W. ALVORD (2011)

January 6, 2015

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 an Memorandum of Lease Schedule No. 12, dated as of December 9, 2014, a primary document as defined in the Board's Rules for the Recordation of Documents.

The name and address of the party to the enclosed document are:

Lessor:	Greenbrier Leasing Company LLC One Centerpointe Drive, Suite 200 Lake Oswego, Oregon 97035
Lessee:	Ferrocarril Mexicano, S.A. de C.V. Bosque de Ciruelos No. 180, Piso 3 Col. Bosques de las Lomas Mexico City, Mexico 11700

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

20 railcars: FXE 518120 – FXE 518139, inclusive.

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

Memorandum of Lease Schedule No. 12.

Section Chief
January 6, 2015
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Also enclosed is a check in the amount of \$43.00 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 cursive script, appearing to read "E. M. Luria".

for

Edward M. Luria

EML/cem
Enclosures

MEMORANDUM OF LEASE

SCHEDULE NO. 12

This is a Memorandum of Schedule No. 12 dated December 9, 2014 to a Lease Agreement dated as of May 16, 2000, by and between Greenbrier Leasing Company LLC, formerly known as Greenbrier Leasing Corporation, as lessor ("Lessor"), and Ferrocarril Mexicano, S.A. de C.V., as lessee ("Lessee").

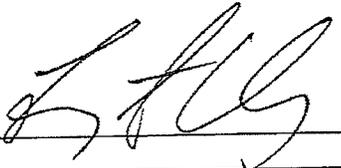
WITNESSETH:

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor twenty (20) Auto-Max III @ two-unit articulated auto hauler railcars configurable as bi-level or tri-level, with 70-ton end trucks, 70-ton intermediate trucks and steel hinging decks with counter-weight, marked and numbered FXE 518120 through FXE 518139, inclusive.
2. Schedule No. 12 to the Lease Agreement will be effective as of the date first set forth hereinabove and will remain in effect through the lease term, as described in the Lease Agreement and Schedule No. 12, as each may be amended from time to time.

IN WITNESS WHEREOF, each party, pursuant to due authority, has caused this instrument to be signed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this instrument was the free act of the entity, that the foregoing is true and correct and that this instrument was executed on the date indicated above.

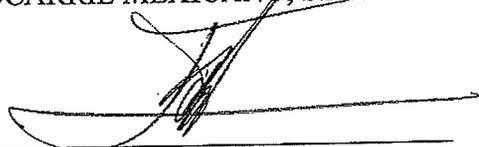
LESSOR:

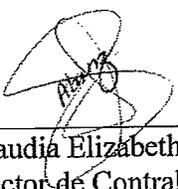
GREENBRIER LEASING COMPANY LLC

BY: 
NAME: _____
TITLE: _____

LESSEE:

FERROCARRIL MEXICANO, S.A. DE C.V.

BY: 
NAME: Mr. Florentino Matadamas Hernández
TITLE: Director de Abastecimientos

BY: 
NAME: Ms. Claudia Elizabeth Abaunza Castillo
TITLE: Subdirector de Contraloría



Handwritten initials

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: 1/6/15

Edward M Luria
Edward M. Luria