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May 26, 1999

*BY HAND DELIVERY*

RECORDATION NO. 22174 FILED

MAY 28 '99

9-30AM

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

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 two (2) copies of a Bill of Sale dated May 7, 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 - 0878929.01

\*Affiliated Office

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Mr. Vernon A. Williams

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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,

A handwritten signature in cursive script that reads "Bonnie Millar".

Bonnie Millar  
Legal Assistant

BMM/bmm

Enclosures

RECORDATION NO.

22174  
FILED

**BILL OF SALE**

MAY 28 '99

9-30AM

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:

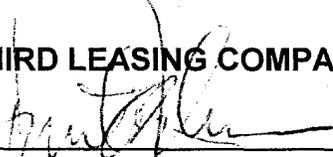
1. That the Seller is the lawful owner of the Equipment and has good, valid, and merchantable title thereto, free and clear of any charge, lien, encumbrance, or other claim or interest of any nature whatsoever; and
2. That the Seller has full power and authority to sell and convey the Equipment; and
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 7<sup>th</sup> day of May, 1999.

**FIFTH THIRD LEASING COMPANY**

BY: \_\_\_\_\_

  
David A. Jackson

TITLE: \_\_\_\_\_

Senior Vice President

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

On this 7<sup>th</sup> day of May, 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 7<sup>th</sup> day of May, 1999.

*Linda M. Baughman*  
\_\_\_\_\_  
(Notary Signature)

My commission expires:



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

## BILL OF SALE

### APPENDIX A

One hundred nine (109), 1988 rebuilt, 70-ton, boxcars bearing reporting marks as follows:

1	QC 210502	41	-----	81	-----	121	-----	161	-----	201	-----
2	-----	<b>42</b>	<b>QC 210629</b>	<b>82</b>	<b>QC 210670</b>	<b>122</b>	<b>QC 210712</b>	162	-----	202	-----
3	-----	43	QC 210630	83	-----	<b>123</b>	<b>QC 210713</b>	163	-----	<b>203</b>	<b>QC 210834</b>
4	-----	44	QC 210631	84	-----	124	QC 210714	164	-----	204	-----
5	-----	45	-----	85	QC 210673	125	QC 210715	<b>165</b>	<b>QC 210796</b>	<b>205</b>	<b>QC 210837</b>
6	-----	46	QC 210633	86	-----	<b>126</b>	<b>QC 210716</b>	166	-----	206	-----
7	-----	47	QC 210634	87	QC 210675	127	-----	<b>167</b>	<b>QC 210798</b>	207	-----
8	-----	48	QC 210635	<b>88</b>	<b>QC 210676</b>	128	-----	<b>168</b>	<b>QC 210799</b>	<b>208</b>	<b>QC 210840</b>
9	-----	49	QC 210636	89	QC 210677	129	-----	<b>169</b>	<b>QC 210800</b>	209	-----
10	-----	50	QC 210637	<b>90</b>	<b>QC 210678</b>	130	-----	170	-----	<b>210</b>	<b>QC 210842</b>
11	QC 210529	51	QC 210638	91	QC 210679	<b>131</b>	<b>QC 210721</b>	171	-----	211	-----
12	-----	52	QC 210639	92	QC 210681	132	-----	172	-----	212	-----
13	-----	<b>53</b>	<b>QC 210640</b>	93	QC 210682	133	-----	173	-----	213	-----
14	-----	54	-----	94	QC 210683	134	-----	174	-----	214	-----
15	QC 210538	55	-----	95	-----	135	-----	175	-----	215	-----
16	-----	56	QC 210643	<b>96</b>	<b>QC 210685</b>	136	-----	<b>176</b>	<b>QC 210807</b>	<b>216</b>	<b>QC 210848</b>
17	QC 210602	<b>57</b>	<b>QC 210644</b>	97	QC 210686	137	-----	<b>177</b>	<b>QC 210808</b>	217	-----
18	QC 210603	58	QC 210645	98	QC 210687	138	-----	178	-----		
19	QC 210604	<b>59</b>	<b>QC 210646</b>	99	QC 210688	139	-----	179	-----		
20	QC 210605	60	QC 210647	100	-----	140	-----	180	-----		
21	QC 210606	<b>61</b>	<b>QC 210648</b>	101	-----	141	-----	181	-----		
22	-----	62	QC 210649	102	QC 210691	142	-----	182	-----		
23	-----	63	QC 210650	103	QC 210692	143	-----	183	-----		
24	QC 210610	64	QC 210651	104	QC 210693	144	-----	184	-----		
25	QC 210611	65	QC 210652	105	QC 210694	145	-----	185	-----		
26	QC 210612	66	QC 210653	106	-----	<b>146</b>	<b>QC 210777</b>	<b>186</b>	<b>QC 210817</b>		
27	QC 210613	67	QC 210654	107	-----	147	-----	<b>187</b>	<b>QC 210818</b>		
28	QC 210614	68	QC 210655	108	QC 210698	148	-----	188	-----		
29	-----	<b>69</b>	<b>QC 210656</b>	109	QC 210699	<b>149</b>	<b>QC 210780</b>	<b>189</b>	<b>QC 210820</b>		
30	QC 210616	70	QC 210657	110	QC 210700	150	-----	190	-----		
31	-----	<b>71</b>	<b>QC 210658</b>	111	QC 210701	151	-----	191	-----		
32	QC 210618	<b>72</b>	<b>QC 210659</b>	<b>112</b>	<b>QC 210702</b>	152	-----	192	-----		
33	QC 210619	73	-----	<b>113</b>	<b>QC 210703</b>	153	-----	193	-----		
34	QC 210620	74	-----	<b>114</b>	<b>QC 210704</b>	154	-----	194	-----		
35	-----	<b>75</b>	<b>QC 210663</b>	<b>115</b>	<b>QC 210705</b>	155	-----	195	-----		
36	QC 210622	76	-----	116	QC 210706	156	-----	196	-----		
37	QC 210623	<b>77</b>	<b>QC 210665</b>	117	QC 210707	157	-----	<b>197</b>	<b>QC 210828</b>		
38	QC 210624	78	-----	118	QC 210708	158	-----	198	-----		
39	QC 210625	79	QC 210667	<b>119</b>	<b>QC 210709</b>	159	-----	<b>199</b>	<b>QC 210830</b>		
40	-----	80	QC 210668	120	-----	<b>160</b>	<b>QC 210791</b>	<b>200</b>	<b>QC 210831</b>		

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