

RECORDATION NO. 24816-E FILED

FEB 12 '04 3-19 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

February 12, 2004

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 a Bill of Sale, Assignment and Assumption Agreement, dated as of February 12, 2004, a secondary 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:

- Seller/Assignor: Progress Rail Services de Mexico, S.A. de c/o  
Progress Rail Services Corporation  
1600 Progress Drive  
Albertville, Alabama 35950
- Buyer/Assignee: Cap Acquire Mexico, S. de R.L. de C.V.  
480 West Dussel Drive  
Suite R  
Maumee, Ohio 43537  
Attention: Betsy Hall, Esq.

Mr. Vernon A. Williams  
February 12, 2004  
Page 2

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

Assorted railcars with the railcar marks and road numbers set forth in the equipment schedule attached to the document.

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

Bill of Sale, 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

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**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

SURFACE TRANSPORTATION BOARD

**THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made as of this 12th day of February 2004, by and among Progress Rail Services de Mexico, S.A. de C.V., a Mexico company, ("Seller") and Cap Acquire Mexico S. de R.L. de C.V., a Mexico limited liability company with variable capital, ("Buyer").

**WITNESSETH:**

A. The Seller and Buyer are parties to an Amended and Restated Purchase Agreement, dated February 12, 2004 (the "Purchase Agreement"), pursuant to which the Seller agreed to sell and the Buyer agreed to purchase the Purchased Assets.

B. The Closing under the Purchase Agreement is occurring on the date hereof.

C. This Agreement is being delivered pursuant to the terms of the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Conveyance and Assignment. Seller hereby sells, transfers, assigns, conveys and delivers to Buyer, all right, title and interest of Seller in and to the Purchased Assets, including Assumed Contracts, described in Schedule I and Railcars described in Schedule II, free and clear of all Liens other than Permitted Liens.

2. Acceptance and Assumption. Buyer hereby accepts the aforesaid sale, transfer, assignment, conveyance and delivery of Seller's respective right, title and interest in and to the Purchased Assets (including the Assumed Contracts), and Buyer agrees to pay, perform and discharge all of the Assumed Liabilities related to the Purchased Assets, in accordance with the terms of and as otherwise provided in, the Purchase Agreement.

3. Representations and Warranties.

a. Seller hereby represents and warrants that its representations and warranties set forth in the Purchase Agreement with respect to the Purchased Assets hereby conveyed (including but not limited to those set forth in Section 3.7(a) of the Purchase Agreement) are true and correct as of the date hereof, and in addition, represents and warrants that it has all requisite power and authority to enter into and deliver this Agreement.

b. Buyer hereby represents and warrants that it has all requisite power and authority to enter into and deliver this Agreement, and undertake its obligations with respect to the Assumed Liabilities.

4. Other Provisions.

a. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors in interest and permitted assigns. Nothing in this Agreement shall or is intended to confer on any person or entity other than the parties hereto and their successors in interest and permitted assigns, any rights or remedies under or by reason of this Agreement.

b. This Agreement shall be construed and interpreted according to the laws of the State of Delaware without regard to the conflicts of law rules thereof.

c. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement.

d. This Agreement may not be amended or modified except by an instrument in writing signed by all of the parties.

e. Capitalized terms not defined herein shall have the meanings given to them in the Purchase Agreement.

f. Nothing in this Agreement shall be deemed to supersede, enlarge, diminish or otherwise modify any of the obligations, agreements, covenants, representations or warranties of any Seller or Buyer contained in the Purchase Agreement. In the event of any conflict between the provisions of this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

[The remainder of this page intentionally left blank.]

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

**SELLER:**

**PROGRESS RAIL SERVICES DE MEXICO,  
S.A. DE C.V.**

By: [Signature]  
Name: James V. Smallwood  
Title: Legal Representative

STATE OF Illinois )  
COUNTY OF Cook ) ss.:

On the 12<sup>th</sup> day of February in the year 2004 before me personally came James V. Smallwood to me known, who, being by me duly sworn, did depose and say that he reside(s) at 2373 Anthony Ave Clearwater, FL 33759 that he is Legal Representative of Progress Rail Services de Mexico, S.A. de C.V., the company described in and which executed the above instrument; and that he signed his name(s) thereto by authority of the board of managers of said company.

[Notarial Seal]

[Signature]  
Notary Public



My Commission Expires: 1-23-05

**BUYER:**

**CAP ACQUIRE MEXICO, S. DE R.L. DE C.V.**

By: *Rasesh H. Shah*

Name: Rasesh H. Shah

Title: Legal Representative

STATE OF Illinois )  
COUNTY OF Cook ) ss.:

On the 12<sup>th</sup> day of February in the year 2004 before me personally came Rasesh H. Shah to me known, who, being by me duly sworn, did depose and say that he reside(s) at 8929 Sand Ridge Road, Holland, Ohio 43528 that he is Legal Representative of Cap Acquire Mexico, S. de R.L. de C.V. limited liability company with variable capital described in and which executed the above instrument; and that he signed his name(s) thereto by authority of the board of managers of said limited liability company with variable capital.

[Notarial Seal]

*Lisa Jankiewicz*  
Notary Public

OFFICIAL SEAL  
LISA JANKIEWICZ  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JAN. 23, 2005

My Commission  
Expires: 1-23-05

Schedule I

Customer Leases - List of Recorded Documents		Lease Documents	Document - Date Recorded - Recordation #
Deal Num	Cust Name		
181	FEMSA, Servicios de Logistica	Letter Agreement dated 4/18/96 between Railcar, Ltd., as Lessor, and Ontario Northland Transportation Commission.	None recorded
240	FEMSA, Servicios de Logistico	Lease Agreement and related Rider No. 2 (Spanish text) dated 1/1/00 between Progress Rail Services de Mexico, as Lessor, and Desarrollo Logistico, S. A. de C. V., as Lessee (w/ English translation)	None recorded
489	FEMSA, Servicios de Logistica	Lease Agreement dated 4/15/96 between Railcar, Ltd., as Lessor, and Toiko Industries Ltd., as Lessee.	None recorded
620	Linea Coahuila - Durango	Letter Agreement dated 7/2/01 between Railcar, Ltd., as agent for Progress Rail Services de Mexico, as Lessor, and Linea Coahuila Durango, S. A. de C. V. ("LCD"), as Lessee, as amended by Renewal dated 7/2/1/03 between Progress Rail Services de Mexico, as Lessor, and LCD	None recorded
733	Linea Coahuila - Durango	Letter Agreement dated 10/31/02 between Progress Rail Services de Mexico, S. A. de C. V., as Lessor, and Linea Coahuila Durango, S. A. de C. V., as Lessee, and Amendment dated 7/24/03	None recorded
802	TFM, S.A. de C.V.	Cars are being returned	None recorded

Schedule II

	Deal Num	Car Mark	Car Num		Deal Num	Car Mark	Car Num		Deal Num	Car Mark	Car Num
1	181	RMMX	8607	54	489	RMMX	8675	107	733	RMMX	411
2	240	RMMX	7000	55	489	RMMX	8677	108	733	RMMX	412
3	240	RMMX	7001	56	489	RMMX	8678	109	733	RMMX	414
4	240	RMMX	7002	57	489	RMMX	8679	110	733	RMMX	415
5	240	RMMX	7003	58	489	RMMX	8683	111	733	RMMX	416
6	240	RMMX	7004	59	489	RMMX	8685	112	733	RMMX	417
7	240	RMMX	7005	60	489	RMMX	8687	113	733	RMMX	419
8	489	RMMX	8608	61	489	RMMX	8690	114	733	RMMX	424
9	489	RMMX	8609	62	489	RMMX	8691	115	733	RMMX	425
10	489	RMMX	8610	63	489	RMMX	8696	116	733	RMMX	426
11	489	RMMX	8611	64	489	RMMX	8699	117	733	RMMX	430
12	489	RMMX	8612	65	489	RMMX	8700	118	733	RMMX	431
13	489	RMMX	8613	66	489	RMMX	8703	119	733	RMMX	432
14	489	RMMX	8615	67	489	RMMX	8706	120	733	RMMX	433
15	489	RMMX	8617	68	620	SPSX	964178	121	733	RMMX	434
16	489	RMMX	8620	69	620	SPSX	964233	122	733	RMMX	435
17	489	RMMX	8621	70	620	SPSX	964236	123	733	RMMX	436
18	489	RMMX	8623	71	620	SPSX	964272	124	733	RMMX	437
19	489	RMMX	8624	72	620	SPSX	964280	125	733	RMMX	438
20	489	RMMX	8625	73	620	SPSX	964291	126	733	RMMX	439
21	489	RMMX	8626	74	620	SPSX	964335	127	733	RMMX	440
22	489	RMMX	8627	75	620	SPSX	964364	128	733	RMMX	441
23	489	RMMX	8628	76	620	SPSX	964369	129	733	RMMX	442
24	489	RMMX	8630	77	620	SPSX	964375	130	733	RMMX	444
25	489	RMMX	8631	78	620	SPSX	964384	131	733	RMMX	446
26	489	RMMX	8632	79	620	SPSX	964390	132	733	RMMX	447
27	489	RMMX	8634	80	620	SPSX	964400	133	733	RMMX	448
28	489	RMMX	8636	81	620	SPSX	964401	134	733	RMMX	450
29	489	RMMX	8637	82	620	SPSX	964408	135	733	RMMX	452
30	489	RMMX	8638	83	620	SPSX	964423	136	733	RMMX	453
31	489	RMMX	8639	84	620	SPSX	964425	137	802	RMMX	8616
32	489	RMMX	8640	85	620	SPSX	964434	138	802	RMMX	8635
33	489	RMMX	8641	86	620	SPSX	964435	139		RMMX	403
34	489	RMMX	8642	87	620	SPSX	964449	140		RMMX	8622
35	489	RMMX	8643	88	620	SPSX	964453	141		RMMX	8629
36	489	RMMX	8644	89	620	SPSX	964461	142		RMMX	8654
37	489	RMMX	8645	90	620	SPSX	964463	143		RMMX	8655
38	489	RMMX	8646	91	620	SPSX	964485	144		RMMX	8656
39	489	RMMX	8647	92	733	LFCD	422	145		RMMX	8657
40	489	RMMX	8648	93	733	LFCD	423	146		RMMX	8658
41	489	RMMX	8649	94	733	LFCD	427	147		RMMX	8659
42	489	RMMX	8650	95	733	LFCD	454	148		RMMX	8660
43	489	RMMX	8651	96	733	LFCD	456	149		RMMX	8662
44	489	RMMX	8652	97	733	RMMX	400	150		RMMX	8663
45	489	RMMX	8653	98	733	RMMX	401	151		RMMX	8664
46	489	RMMX	8661	99	733	RMMX	402	152		RMMX	8666
47	489	RMMX	8667	100	733	RMMX	404	153		RMMX	8680
48	489	RMMX	8668	101	733	RMMX	405	154		RMMX	8682
49	489	RMMX	8669	102	733	RMMX	406	155		RMMX	8684
50	489	RMMX	8670	103	733	RMMX	407	156		RMMX	8704
51	489	RMMX	8671	104	733	RMMX	408	157		SPSX	964255
52	489	RMMX	8673	105	733	RMMX	409				
53	489	RMMX	8674	106	733	RMMX	410				