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ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 13, 2000

RECORDATION NO. 5808-A FILED

JUL 13 '00 11-52 AM

SURFACE TRANSPORTATION BOARD

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, dated as of November 30, 1990, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Equipment Lease and documents associated therewith which were previously filed with the Commission under Recordation Number 5808.

The names and addresses of the parties to the enclosed document are:

Sellers: United States Leasing International, Inc.
GATX Capital Corporation
500 West Monroe Street
Chicago, Ill 60661

[Buyer: SLX Canada, Inc.]

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

704 covered hopper railcars within the series CN 377049 - CN 377999.

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

Bill of Sale from United States Leasing International, Inc. and GATX Capital Corporation to SLX Canada, Inc. covering 704 covered hopper railcars within the series CN 377049 - CN 377999.

Also enclosed is a check in the amount of $26.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RECORDATION NO 5808-A FILED

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SURFACE TRANSPORTATION BOARD

EXHIBIT A

BILL OF SALE

United States Leasing International, Inc., not in its individual capacity but solely as agent for George D. Mackay and Edward E. Castans, not in their individual capacities but solely as Trustees under a Trust Agreement (the "Lessor") dated as of May 1, 1970 (the "Trust") and GATX Capital Corporation (previously known as GATX Leasing Corporation), as Owner, under that Equipment Lease, Assignment, Chattel Mortgage and Security Agreement, dated as of June 1, 1970, (hereinafter collectively called the "Seller"), for valuable consideration paid by SLX Canada Inc. (hereinafter called the "Buyer"), at or before the execution and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, transfer and set over unto the Buyer, its successors and assigns, the property described in Schedule 1 attached hereto (the "Property").

To have and to hold the above described Property unto the Buyer, its successors and assigns, for its and their own use and behalf, forever.

And the Seller hereby warrants unto the Buyer, its successors and assigns that, as of the date hereof, the Seller has legal title to the Property and good and lawful right to dispose of said Property, for itself, its successors and assigns.

The Seller further warrants that the aforesaid Property is free and clear of all claims, liens, security interests and other encumbrances of record by or in favor of any person claiming by, through or under the Seller other than such claims, liens, security interests and other encumbrances which are the responsibility of Canadian National Railway Company in its capacity as Lessee under the Equipment Lease, Assignment, Chattel Mortgage and Security Agreement dated as of June 1, 1970.

The aforesaid property is being sold here on an "as-is, where is" basis and "with all faults". The seller makes no other representation or warranty, either express or implied, including any implied warranty of merchantability or description or fitness for a particular purpose or use, and expressly disclaims liability for lost profit or for indirect, incidental, consequential, or commercial losses and all other obligations or liabilities.

In witness whereof, the Seller has caused this Bill of Sale to be executed in its name by a duly authorized representative on this 30TH day of NOVEMBER, 1990.

UNITED STATES LEASING INTERNATIONAL, INC.
(not in its individual capacity but solely in its capacity as Agent)

By Susan Lakeman

Its Asst. Vice President

GATX CAPITAL CORPORATION
(Seller)

By Thomas C. Neal

Its VICE PRESIDENT

0105L/P24

SCHEDULE 1

EQUIPMENT SCHEDULE

Quantity	Equipment	Car Series
704	100 Ton 4,350 cu. ft. Steel Covered Hopper Cars	CN 377049 CN 377197 CN 377250 CN 377254-256 CN 377258-263 CN 377265-266 CN 377268-281 CN 377283-325 CN 377327-331 CN 377333-347 CN 377349-373 CN 377375-388 CN 377390-395 CN 377397-412 CN 377414-426 CN 377428-537 CN 377539-568 CN 377570-601 CN 377603-607 CN 377609-615 CN 377617-624 CN 377627-659 CN 377661-685 CN 377687-690 CN 377692-696 CN 377698-712 CN 377714-718 CN 377720-722 CN 377724-728 CN 377730-739 CN 377741-744 CN 377748-764 CN 377766-801 CN 377803 CN 377805-813 CN 377815-830 CN 377832-847 CN 377849-854 CN 377856-870 CN 377872-878 CN 377880-912 CN 377914-950 CN 377952-958 CN 377960-990 CN 377992-995 CN 377997-999

CANADA	)	TO ALL WHOM THESE PRESENTS
	)	
PROVINCE OF QUEBEC	)	MAY COME, BE SEEN OR KNOWN
	)	
JUDICIAL DISTRICT OF MONTREAL	)	

I, JOHN A.N. LAMONT, a Commissioner for Oaths in and for the Province of Quebec, by the authority thereof duly appointed, residing in the City of Montreal, in the District of Montreal, in the said Province, DO HEREBY CERTIFY that the paper writing, unto which this certificate is annexed, is a true and correct copy of a **BILL OF SALE dated on November 30, 1990, executed by United States Leasing International, Inc. and GATX Capital Corporation, in favour of SLX Canada Inc.**, the same having been compared by me with the original document, an act whereof being requested I have granted under my hand and seal of office to serve and avail as occasion shall or may require.

DATED at Montreal, Quebec this 4th day of July, 2000.

A Commissioner for Oaths in and
for all judicial districts of the
Province of Quebec, Canada

My Commission expires: September 14, 2001

Seal:
JOHN LAMONT
Commissioner for Oaths
Commissaire à l'Assermentation
Province of Quebec
Expires September 14, ~~1995~~ 2001

RECORDATION NO. 5869-A Filed & Recorded COUNTERPART NO. 3

JAN 8 - 1971 -11 50 AM

INTERSTATE COMMERCE COMMISSION

BURLINGTON NORTHERN INC.

Equipment Trust, Series I

- - - - - - - - - - -

SUPPLEMENTAL AGREEMENT

Dated as of October 1, 1970

TO

EQUIPMENT TRUST AGREEMENT

Dated as of August 1, 1970

Between

THE CHASE MANHATTAN BANK
(National Association)

As Trustee

and

BURLINGTON NORTHERN INC.

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the 1st day of October, 1970, by and between:

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), a national banking association organized and existing under the laws of the United States of America (the "Trustee"), party of the first part; and

BURLINGTON NORTHERN INC., a Delaware corporation (the "Company"), party of the second part;

W I T N E S S E T H: That

WHEREAS, by agreement (the "Agreement"), dated as of August 1, 1970, between the Trustee and the Company, there was constituted BURLINGTON NORTHERN INC. EQUIPMENT TRUST, SERIES 1; and

WHEREAS, by the Agreement the Trustee did let and lease unto the Company pursuant to Section 5.01 of the Agreement certain Trust Equipment (as defined in the Agreement) therein particularly described for a term of fifteen (15) years from and after August 1, 1970, upon the terms and conditions therein specified; and

WHEREAS, the Company desires to amend Schedule A of said Agreement as herein provided;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00) paid by the Trustee to the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company and the Trustee hereby agree to amend said Schedule A by deleting the words "410115 to 410139, both inclusive" on the eighth line of the second page of Schedule A, and by replacing said words with the following words: "413200 to 413224, both inclusive."

Except as expressly modified by this Supplemental Agreement, the Company hereby ratifies and confirms all the terms, conditions, provisions and covenants contained in the Agreement, and such terms, conditions, provisions and covenants thereof shall remain in full force and effect.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which as so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

THE CHASE MANHATTAN BANK
(National Association), as Trustee,

[Corporate Seal]

By _____
Vice President

ATTEST:

_____
Assistant Secretary

BURLINGTON NORTHERN INC.

[Corporate Seal]

By _____
Vice President

ATTEST:

_____
Assistant Secretary

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 31st day of December, 1970, before me personally appeared ERNEST L. LOSER, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE CHASE MANHATTAN BANK (National Association), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joan M. Cosenza

[illegible]
Notary Public, [illegible]
[illegible]
Chairman [illegible]
Certificate [illegible]
Commission Expires [illegible]

STATE OF Minnesota)
: ss.:
COUNTY OF Ramsey)

On this 5th day of January, 1971, before me personally appeared W. K. Bush, to me personally known, who, being by me duly sworn, says that he is a Vice President of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Richard L. Woulfe

RICHARD L. WOULFE,
Notary Public, Ramsey County, Minn.
My Commission Expires April 30, 1971