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July 25, 2000

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

RECORDATION NO. 6865-G FILED

JUL 26 '00 3-21 PM
TS
SURFACE TRANSPORTATION BOARD

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 No. 5 dated as of May 3, 1993, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease of Equipment No. 5 which was previously filed with the Commission under Recordation Number 6865.

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

Owner Trustee/Seller: First Security Bank of Idaho, N.A.
c/o First Security Bank
79 South Main Street, 3rd Floor
Salt Lake City, Utah 84111

[Buyer: Canadian National Railway Company]

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

83 boxcars within the series CNIS 417001 - CNIS 417089

Mr. Vernon A. Williams
July 25, 2000
Page Two

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

Bill of Sale from First Security Bank of Idaho, Owner Trustee/Seller, to Canadian National Railway Company, Purchaser, covering 83 boxcars within the series CNIS 417001 - CNIS 417089.

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

RWA/anm
Enclosures

BILL OF SALE NO. 5

FIRST SECURITY BANK OF IDAHO, N.A. not in its individual capacity but solely as owner-trustee (hereinafter called the "Seller"), for valuable consideration paid by CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the "Purchaser") at or before the execution and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and set over unto the Purchaser, its successors and assigns, all right, title and interest in the property described in Schedule A attached hereto (the "Equipment").

TO HAVE AND TO HOLD the above described property unto the Purchaser, its successors and assigns, for its and their own use and behoof, forever.

Such grant, bargain, sale, transfer and set over, as set forth hereinabove is pursuant to and in accordance with the provisions, terms and conditions of that certain Lease of Equipment No. 5 dated as of November 1, 1972 including supplements thereto, if any, (the "Lease") between Purchaser as lessee and Seller as successor-in-interest to First Security State Bank as lessor, and the provisions, terms and conditions, including the representations and warranties made therein, of such Lease are by this reference hereby incorporated herein and made a part of this Bill of Sale No. 5.

The Seller hereby warrants unto the Purchaser, its successors and assigns that, as of the date hereof, the Seller has such title to the aforesaid property as the Seller and the Trustee (as defined in the Lease) derived from the Manufacturer (as defined in the Lease) free and clear of all claims, liens, charges, equities, mortgages, security interests and other encumbrances arising through the Seller or the Trustee and has good and lawful right to sell the Equipment and dispose of said title.

THE AFORESAID PROPERTY IS BEING SOLD HEREIN ON AN "AS IS, WHERE IS" BASIS AND "WITH ALL FAULTS". EXCEPT AS SET FORTH HEREIN, THE LESSOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, 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 No. 5 to be executed in its name by a duly authorized representative on this 3rd day of May, 1993.

RECORDATION NO. 6865-G FILED

JUL 26 '00 3-21 PM

SURFACE TRANSPORTATION BOARD

FIRST SECURITY BANK OF IDAHO, N.A.
not in its individual capacity but
solely as owner-trustee

Thomas M. Bell
Title TRUST/OFFICER

SCHEDULE A

EQUIPMENT NO. 5

| <u>Quantity</u> | <u>Equipment</u> | <u>Car Series</u> |
|-----------------|--|--|
| 83 | 52'8", 100 Ton boxcars with 10' double doors built in 1973 by National Steel Car Corporation. | CNIS 417001-011 Inclusive CNIS 417013-025 Inclusive CNIS 417028-034 Inclusive CNIS 417036-068 Inclusive CNIS 417070-080 Inclusive CNIS 417082-089 Inclusive |

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

I, JOHN 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 NO. 5** executed by **First Security Bank of Idaho, N.A.** on **January 5, 1989** in favour of **Canadian National Railway Company**, 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 19th 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