

**OSTER RESEARCHING SERVICES**

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January 30, 2015

Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, SW  
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recording with the Surface Transportation Board are one original and one counterpart of the document described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code:

Bill of Sale dated as of 12/27/14

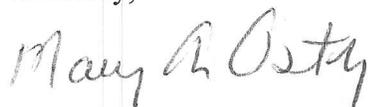
Seller: 564109 BC LTD dba J&L Consulting  
5785 244B st.  
Langley BC V2Z1G7

Buyer: Northern Plains Railroad  
100 Railroad Avenue  
Fordville, ND 58231

Equipment: 2, GP9 Locomotives  
JLCX 1518, 1685 (ex CP units)

Please record this document as a primary agreement. The filing fee of \$43 is enclosed.  
Thank you.

Sincerely,



Mary Ann Oster  
Research Consultant



A Division of 564109 B.C. LTD  
5785 244B st  
Langley British Columbia Canada  
V2Z 1G7

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, 564109 BC LTD Dba J&L Consulting ("Seller") for and in consideration of the sum of \$339,000.00 (Three Hundred Thirty Nine Thousand) and other Valuable consideration received from Northern Plains Railroad ("Buyer"), the receipt and sufficiency of which is hereby acknowledged by Seller, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does hereby bargain, sell, transfer, assign, set over and convey unto Buyer, its successors and assigns forever Two GP9 locomotives with road number **JLCX 1518 and JLCX 1685 (EX CP units)** (the "Equipment") as defined in Purchase and Sales Agreement.

Seller represents and warrants to Buyer, its successors and assigns, that Seller has good and marketable title to the Equipment and the lawful right to dispose of such title, and Seller further warrants that the Equipment is free and clear of all liens, security interests and encumbrances arising by or through Seller.

THE WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED. SELLER HAS NOT MADE, AND SHALL NOT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT, BE DEEMED TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR USE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF, THE EQUIPMENT OR THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT. THE EQUIPMENT IS SOLD TO BUYER "AS IS, WHERE IS" AND "WITH ALL FAULTS." SELLER EXPRESSLY DISCLAIMS LIABILITY FOR LOST PROFITS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COMMERCIAL LOSSES AND FOR ALL OTHER OBLIGATIONS OR LIABILITIES ARISING FROM OR RELATED TO THE EQUIPMENT.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of

December 27<sup>th</sup> 2014

SELLER: 564109 BC LTD of 5785 244B st Langley BC V2Z 1G7

By:

Jason Tarasenko

Title: President

200-218533-714