

RECORDATION NO. 25533-E FILED

FEB 10 '09 -1 00 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 301
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A LESTER

February 10, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Notice of Sale of Locomotives No. 4, dated as of February 2, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Railroad Equipment Security Agreement and Amendment No. 1 to Railroad Equipment Security Agreement previously filed with the Board under Recordation Numbers 25533 and 25533-A.

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

Buyer: Canadian National Railway Company
935 de la Gauchetiere Street West
Montreal, Quebec
Canada H3B 2M9

[Seller: Electro-Motive Canada Co.
(f/k/a EMD Canada Acquisition Co.)
c/o Electro-Motive Diesel, Inc.
9301 W. 55th Street
La Grange, IL 60525]

Anne K. Quinlan, Esquire
February 10, 2009
Page 2

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

25 SD70M-2 diesel-electric locomotives: CN 8850 - CN 8874.

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

Notice of Sale of Locomotives No. 4.

Also enclosed is a check in the amount of \$41.00 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/sem
Enclosures

(EMD / CN - 2009)

FEB 10 '09 -1 00 PM

NOTICE OF SALE OF LOCOMOTIVES NO. 4

SURFACE TRANSPORTATION BOARD

THIS NOTICE OF SALE OF LOCOMOTIVES NO. 4 is made as of February 2, 2009 by **Canadian National Railway Company ("CN")**.

WITNESSETH:

1. **Electro-Motive Canada Co.** (formerly known as **EMD Canada Acquisition Co.**) ("**EMD**") and **Wachovia Capital Finance Corporation** (formerly known as **Congress Financial Corporation (Central)**) ("**Wachovia**") entered into a Railroad Equipment Security Agreement dated April 4, 2005 (the "**Original Security Agreement**") whereby EMD granted to Wachovia a security interest in, among other things, all hereafter existing locomotives manufactured by EMD;
2. The Original Security Agreement was (i) filed at the Surface Transportation Board (the "**STB**") on April 5, 2005 at 11:28 A.M. with primary recordation number 25533 and (ii) deposited at the Registrar General of Canada (the "**RGC**") on April 18, 2005 at 11:24 A.M. with document key 16536;
3. EMD and Wachovia entered into an Amendment No. 1 to Railroad Security Agreement dated as of October 3, 2007 (the "**Amendment No. 1**" which, together with the Original Security Agreement, being the "**Security Agreement**") which, among other things, provided that upon any sale of a locomotive to a railroad company in the 'ordinary course' of EMD's business, and the payment in full of the purchase price therefor, the security interest of Wachovia in such locomotive shall automatically terminate;
4. The Amendment No. 1 was (i) filed at the STB on October 24, 2007 at 11:40 A.M. with secondary recordation number 25533-A and (ii) deposited at the RGC on November 14, 2007 at 2:56 P.M. with document key 18930; and
5. In the period January 5th through February 2nd, 2009, CN purchased, in the ordinary course of business from EMD with full payment of the purchase price therefor, the twenty-five (25) newly manufactured SD70M-2 diesel-electric locomotives marked **CN 8850 to CN 8874 inclusive** (the "**Equipment**") as evidenced by the bills of sale therefor attached hereto as 'Appendix M.'

NOW THEREFORE, for good and valuable consideration, CN has executed this Notice of Sale No. 4 for the sole purpose of evidencing upon the public record the automatic termination of the security interest, created pursuant to the Security Agreement, in the Equipment.

IN WITNESS WHEREOF, CN has executed this Notice of Sale No. 4 as of the date first above written and, the undersigned declares under penalty of perjury that he holds the title indicated below and that the execution of this Notice of Sale No. 4 was the free act and deed of CN.

CANADIAN NATIONAL RAILWAY COMPANY

By: 

John A.N. Lamont
Senior Manager Asset Finance

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8850

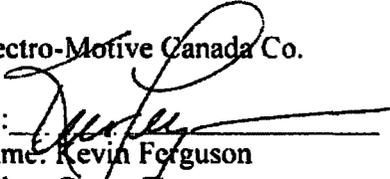
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

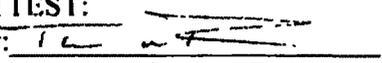
Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 5th day of January, 2009.

Electro-Motive Canada Co.

By: 
Name: Kevin Ferguson
Title: Group Treasurer

ATTEST:
By: 
(Thomas W. Rissman, EMC Secretary)

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<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8851

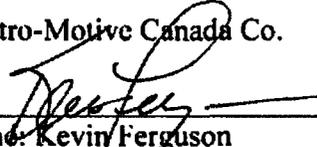
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

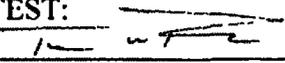
Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

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<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8852

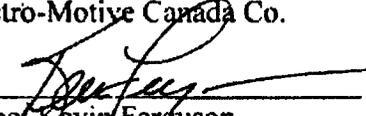
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

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1	SD70M-2	8853

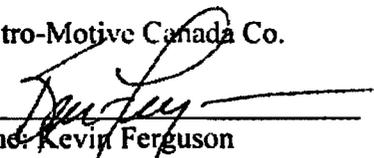
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

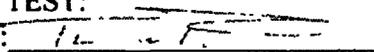
Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

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<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8854

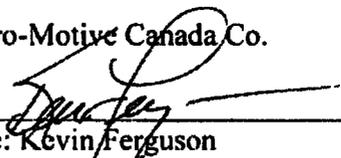
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

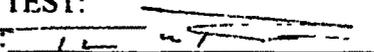
Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

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By: 
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1	SD70M-2	8855

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Electro-Motive Canada Co.

By: [Signature]
Name: Kevin Ferguson
Title: Group Treasurer

ATTEST: _____
By: [Signature]
(Thomas W. Rissman, EMC Secretary)

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<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8856

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

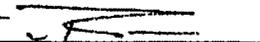
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1	SD70M-2	8857

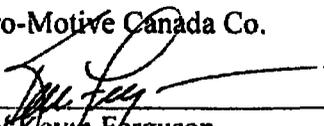
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

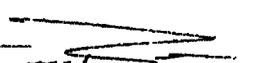
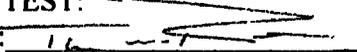
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<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8858

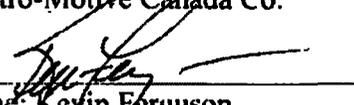
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

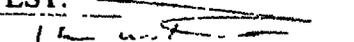
Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

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<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8859

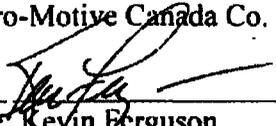
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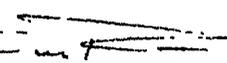
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Title: Group Treasurer

ATTEST: 
By: Thomas W. Rissman
(Thomas W. Rissman, FMC Secretary)

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1	SD70M-2	8860

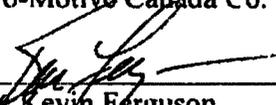
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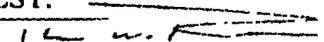
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<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8861

Seller hereby warrants to Buyer, its successors and assigns. that, at the date hereof. Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 5th day of January, 2009.

Electro-Motive Canada Co.

By: [Signature]
Name: Kevin Ferguson
Title: Group Treasurer

ATTEST: [Signature]
By: [Signature]
(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8862

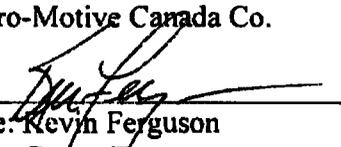
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

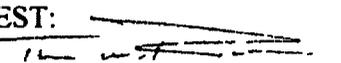
Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 5th day of January, 2009.

Electro-Motive Canada Co.

By: 
Name: Kevin Ferguson
Title: Group Treasurer

ATTEST:
By: 
(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8863

Seller hereby warrants to Buyer, its successors and assigns. that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 9th day of January, 2009.

Electro-Motive Canada Co.

By: Thomas J. Farmer
Name: Thomas J. Farmer
Title: Corporate Controller

ATTEST: _____
By: Thomas W. Rissman
(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8864

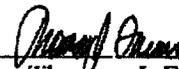
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

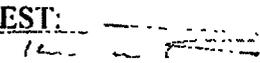
Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 1st day of January, 2009.

Electro-Motive Canada Co.

By: 
Name: Thomas J. Farmer
Title: Corporate Controller

ATTEST:
By: 
(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8865

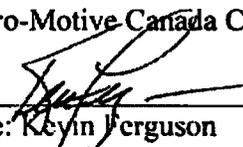
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

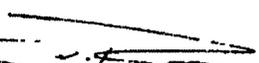
Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 5th day of January, 2009.

Electro-Motive Canada Co.

By: 
Name: Kevin Ferguson
Title: Group Treasurer

ATTEST: 
By: Thomas W. Rissman
(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8866

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 9th day of January, 2009.

Electro-Motive Canada Co.

By: Thomas J. Farmer

Name: Thomas J. Farmer

Title: Corporate Controller

ATTEST: Thomas W. Rissman

By: Thomas W. Rissman

(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8867

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 9th day of January, 2009.

Electro-Motive Canada Co.

By: Thomas J. Farmer
Name: Thomas J. Farmer
Title: Corporate Controller

ATTEST: _____
By: Thomas W. Rissman
(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8868

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

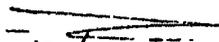
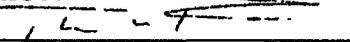
Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 2nd day of February, 2009.

Electro-Motive Canada Co.

By: 
Name: Thomas J. Farmer
Title: Corporate Controller

ATTEST: 
By: 
(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8869

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 2nd day of February, 2009.

Electro-Motive Canada Co.

By: Thomas J. Farmer
Name: Thomas J. Farmer
Title: Corporate Controller

ATTEST:
By: Thomas W. Rissman
(Thomas W. Rissman, FMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8870

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 2nd day of February, 2009.

Electro-Motive Canada Co.

By: Thomas J. Farmer
Name: Thomas J. Farmer
Title: Corporate Controller

ATTEST: _____
By: Thomas W. Rissman
(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8871

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 2nd day of February, 2009.

Electro-Motive Canada Co.

By: Thomas J. Farmer
Name: Thomas J. Farmer
Title: Corporate Controller

ATTEST: _____
By: Thomas W. Rissman
(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8872

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 2nd day of February, 2009.

Electro-Motive Canada Co.

By: Thomas J. Farmer
Name: Thomas J. Farmer
Title: Corporate Controller

ATTEST: _____
By: Thomas W. Rissman
(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8873

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 2nd day of February, 2009.

Electro-Motive Canada Co.

By: Thomas J. Farmer
Name: Thomas J. Farmer
Title: Corporate Controller

ATTEST:
By: Thomas W. Rissman
(Thomas W. Rissman, EMC Secretary)

APPENDIX M

BILL OF SALE

Electro Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8874

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

ALL IMPLIED WARRANTIES WITH RESPECT TO THE UNITS ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative and duly attested, this 2nd day of February, 2009.

Electro-Motive Canada Co.

By: Thomas J. Farmer
Name: Thomas J. Farmer
Title: Corporate Controller

ATTEST: _____
By: Thomas W. Rissman
(Thomas W. Rissman, EMC Secretary)