

JAN 05 '10

8-00 AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.

SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL: alvordlaw@aol.com

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

January 5, 2010

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

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) copies of a Notice of Sale of Locomotives No. 5, dated as of December 23, 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: CNLX Canada Inc. (a wholly owned subsidiary
of Canadian National Railway Company)
10229 127th Avenue
Edmonton, Alberta T5E 0B9
Canada

[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]

Section Chief
January 5, 2010
Page 2

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

11 SD70M-2 diesel-electric locomotives: CN 8875 - CN 8884 and CN 8886.

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

Notice of Sale of Locomotives No. 5.

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,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem
Enclosures

JAN 05 '10

8-00 AM

(EMD / CN (CNLX) – 2009)

SURFACE TRANSPORTATION BOARD

NOTICE OF SALE OF LOCOMOTIVES NO. 5

THIS NOTICE OF SALE OF LOCOMOTIVES NO. 5 is made as of December 23, 2009 by CNLX Canada Inc. ("CNLX").

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 December 2009, CNLX (a wholly owned subsidiary of **Canadian National Railway Company** and its assignee under a locomotive purchase agreement with EMD in respect of the Equipment (as defined below)) purchased, in the ordinary course of business from EMD with full payment of the purchase price therefor, the eleven (11) newly manufactured SD70M-2 diesel-electric locomotives marked **CN 8875 through CN 8884 and CN 8886** (the "Equipment") as evidenced by the bills of sale therefor attached hereto.

NOW THEREFORE, for good and valuable consideration, CNLX has executed this Notice of Sale No. 5 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, CNLX has executed this Notice of Sale No. 5 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. 5 was the free act and deed of CNLX.

CNLX CANADA INC.

By: 
Paul Tawel
Treasurer

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 **CNLX CANADA INC.** ("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	CN 8875

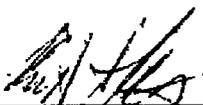
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller.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

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and **Canadian National Railway Company** ("CN") whereunder CN has assigned its rights to purchase certain Units to Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 25th day of December, 2009.

ELECTRO-MOTIVE CANADA CO.

By: 
Name: Rich Shuttie
Title: Treasurer

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 **CNLX CANADA INC.** ("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	CN 8876

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.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and **Canadian National Railway Company** ("CN") whereunder CN has assigned its rights to purchase certain Units to Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 23rd day of December, 2007.

ELECTRO-MOTIVE CANADA CO.

By: 
Name: Rich Shuttie
Title: Treasurer

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 **CNLX CANADA INC.** ("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	CN 8877

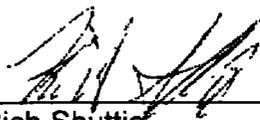
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller.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

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and **Canadian National Railway Company** ("CN") whereunder CN has assigned its rights to purchase certain Units to Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 23rd day of December, 2009.

ELECTRO-MOTIVE CANADA CO.

By: 
Name: Rich Shuttie
Title: Treasurer

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 **CNLX CANADA INC.** ("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	CN 8878

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.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and **Canadian National Railway Company** ("CN") whereunder CN has assigned its rights to purchase certain Units to Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 23rd day of December, 2007.

ELECTRO-MOTIVE CANADA CO.

By: 
Name: Rich Shuttie
Title: Treasurer

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 **CNLX CANADA INC.** ("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	CN 8879

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.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and **Canadian National Railway Company** ("CN") whereunder CN has assigned its rights to purchase certain Units to Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 23rd day of December, 2009.

ELECTRO-MOTIVE CANADA CO.

By: 
Name: Rich Shuttie
Title: Treasurer

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 **CNLX CANADA INC.** ("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	CN 8880

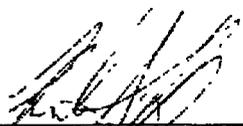
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller.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

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and **Canadian National Railway Company** ("CN") whereunder CN has assigned its rights to purchase certain Units to Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 23rd day of December, 2011.

ELECTRO-MOTIVE CANADA CO.

By: 
Name: Rich Shuttie
Title: Treasurer

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 **CNLX CANADA INC.** ("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	CN 8881

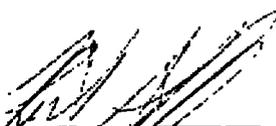
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller.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

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and **Canadian National Railway Company** ("CN") whereunder CN has assigned its rights to purchase certain Units to Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 23rd day of December, 2011.

ELECTRO-MOTIVE CANADA CO.

By: 
Name: Rich Shuttie
Title: Treasurer

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 **CNLX CANADA INC.** ("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	CN 8882

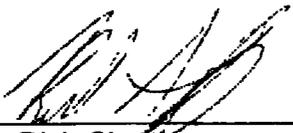
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller.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

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and **Canadian National Railway Company** ("CN") whereunder CN has assigned its rights to purchase certain Units to Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 23rd day of December, 2009.

ELECTRO-MOTIVE CANADA CO.

By: 
Name: Rich Shuttle
Title: Treasurer

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 **CNLX CANADA INC.** ("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	CN 8883

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.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and **Canadian National Railway Company** ("CN") whereunder CN has assigned its rights to purchase certain Units to Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 23rd day of December, 2011.

ELECTRO-MOTIVE CANADA CO.

By: 
Name: Rich Shuttie
Title: Treasurer

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 **CNLX CANADA INC.** ("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	CN 8884

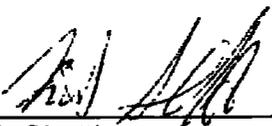
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller.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

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and **Canadian National Railway Company** ("CN") whereunder CN has assigned its rights to purchase certain Units to Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 23rd day of December, 2009.

ELECTRO-MOTIVE CANADA CO.

By: 
Name: Rich Shuttie
Title: Treasurer

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 **CNLX CANADA INC.** ("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	CN 8886

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.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and **Canadian National Railway Company** ("CN") whereunder CN has assigned its rights to purchase certain Units to Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 23rd day of December, 2011.

ELECTRO-MOTIVE CANADA CO.

By: 
Name: Rich Shuttie
Title: Treasurer