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RECORDATION NO. 21015-B FILED  
January 05, 2016 08:55 AM  
SURFACE TRANSPORTATION BOARD

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January 5, 2016

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 two (2) copies of a Termination of Mortgage and Security Agreement (CN 1997-2), dated as of January 4, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete release and relates to the Memorandum of Mortgage and Security Agreement previously filed with the Board under Recordation Number 21015.

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

Lessee: Canadian National Railway Company  
935 de La Gauchetiere West  
Montreal, Quebec  
Canada H3B 2M9

[Owner: BO Leasing II ULC (successor to FCNBD  
Leasing II Inc)  
1000 Canterra Tower  
400 Third Avenue S W  
Calgary Alberta Canada T2P 4H2]

Chief, Section of Administration  
January 5, 2016  
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A description of the railroad equipment covered by the enclosed document is:

80 GE Dash 9-44CW locomotives: CN 2523 - CN 2602.

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

Termination of Mortgage and Security Agreement (CN 1997-2).

Also enclosed is a check in the amount of \$43.00 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 cursive script that reads "Edward M. Luria".

Edward M. Luria

EML/bhs  
Enclosures

**TERMINATION OF MORTGAGE AND SECURITY AGREEMENT (CN 1997-2)**  
dated as of January 4, 2016.

**WHEREAS, FCNBD Leasing II, Inc.** (predecessor to **BO Leasing II ULC**) (the "Owner") and **Canadian National Railway Company** (the "Lessee") entered into a Mortgage and Security Agreement dated as of September 1, 1997 (collectively, the "Mortgage") covering the eighty (80) General Electric Dash 9-44CW diesel-electric locomotives marked **CN 2523 through CN 2602** (the "Units");

**WHEREAS**, to evidence the Mortgage of the Units (i) a Memorandum of Mortgage and Security Agreement dated as of September 1, 1997 between Owner and Lessee was filed at the Surface Transportation Board (the "STB") on November 21, 1997 at 2:31 P.M. under primary recordation number 21015, (ii) a Summary of Mortgage and Security Agreement dated as of September 1, 1997 between Owner and Lessee was filed at the Registrar General of Canada (the "RGC") on November 21, 1997 at 4:20 P.M, and (v) a Memorandum dated as of December 29, 2000 among Owner, Lessee and Allfirst Bank (predecessor to Manufacturers and Traders Trust Company) was (x) filed at the STB on January 5, 2001 at 9:41 A.M. with secondary recordation number 21015-A and (y) deposited at the RGC on January 8, 2001 at 9:00 A.M.;

**AND WHEREAS**, as of the date hereof, Owner has fully discharged and satisfied its obligations under the Mortgage of the Units.

**NOW, THEREFORE**, Lessee hereby (i) terminates the Mortgage (except for any terms which by their nature survive termination) and (ii), for greater certainty, releases any security interest in the Units.

**IN WITNESS WHEREOF**, Lessee has caused this Termination of Mortgage and Security Agreement (CN 1997-2) to be executed, by its officer thereunto duly authorized, as of the day and year first above written.

The undersigned certifies that he / she hold the title set forth below, that this instrument was signed on behalf of the party named immediately above his / her signature by authority of its Board of Directors, and acknowledges that the execution of the foregoing instrument was the free act and deed of the party the undersigned represents. The undersigned declares pursuant to 28 U.S.C. §1746 under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

**CANADIAN NATIONAL RAILWAY COMPANY,**

By:   
Name: John Lamont  
Title: Sr. Manager, Asset Finance

CN File Reference: 2039-06B

**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: January 5, 2016

*Edward M Luria*

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Edward M. Luria