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RECORDATION NO. 21016-D- FILED
January 5, 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 Lease and Bailment (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 relates to the documents previously filed with the Board under Recordation Numbers 21016, 21016-B, 21017 and 21017-A.

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

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

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

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

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

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

Termination of Lease and Bailment (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 black ink that reads "Edward M. Luria". The signature is written in a cursive style with a large initial "E".

Edward M. Luria

EML/bhs
Enclosures

TERMINATION OF LEASE AND BAILMENT (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 Bailment and Delivery Agreement dated as of September 1, 1997 (collectively, the "Bailment") covering the eighty (80) General Electric Dash 9-44CW diesel-electric locomotives marked **CN 2523 through CN 2602** (the "Units");

WHEREAS, Owner and Lessee entered into a Lease of Railroad Equipment (CN 1997-2) dated as of September 1, 1997, as supplemented by Lease Supplement No. 1 (CN 1997-2) dated November 25, 1997, Lease Supplement No. 1A (CN 1997-2) dated November 25, 1997, Lease Supplement No. 2 (CN 1997-2) dated December 5, 1997, Lease Supplement No. 3 (CN 1997-2) dated December 12, 1997, Lease Supplement No. 4 (CN 1997-2) dated January 22, 1998, Lease Supplement No. 4A (CN 1997-2) dated January 22, 1998, Lease Supplement No. 5 (CN 1997-2) dated January 16, 1998, Lease Supplement No. 6 (CN 1997-2) dated January 30, 1998, Lease Supplement No. 7 (CN 1997-2) dated February 6, 1998, Lease Supplement No. 8 (CN 1997-2) dated February 20, 1998, Lease Supplement No. 9 (CN 1997-2) dated February 27, 1998 and Lease Supplement No. 10 (CN 1997-2) dated May 12, 1998, (collectively, the "Lease") covering the Units;

WHEREAS, to evidence the Lease and Bailment of the Units (i) a Memorandum of Lease of Railroad Equipment (CN 1997-2) 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 21016, (ii) a Summary of Lease of Railroad Equipment (CN 1997-2) 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., (iii) a Memorandum of Bailment and Delivery Agreement dated as of September 1, 1997 between Owner and Lessee was filed at the STB on November 21, 1997 at 2:31 P.M. with primary recordation number 21017 (iv) a Summary of Bailment and Delivery Agreement dated as of September 1, 1997 between Owner and Lessee was filed at 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 9:44 A.M. and 9:46 A.M. with secondary recordation numbers 21016-B and 21017-A, respectively and (y) deposited at the RGC on January 8, 2001 at 9:00 A.M.;

AND WHEREAS, as of the date hereof, Lessee has fully discharged and satisfied its obligations under the Lease and Bailment of the Units.

NOW, THEREFORE, Owner hereby (i) terminates the Lease and Bailment (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, Owner has caused this Termination of Lease and Bailment (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.

BO LEASING II ULC,

By: Jeremy S. Reinhard
Name: Jeremy S. Reinhard
Title: Vice President

CN File Reference: 2039-06B