

RECORDATION NO. 22301-C FILED
AUG 01 '06 12:31 PM
SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

August 1, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Loan Agreement, Security Agreement and Assignment of Lease, dated as of August 1, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 22301-A and -B.

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

Secured Party/
Assignee: Bank of Montreal
First Canadian Place
Toronto, Ontario M5X 1A1
Canada

[Borrower
Assignor: Bank of Montreal, Global Capital Solutions Ltd
First Bank Tower First Canadian Place
Toronto, Ontario M5X 1A1
Canada

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

15 locomotives: CN 5766 - CN 5780.

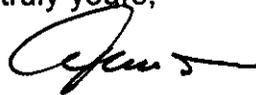
A short summary of the document to appear in the index is:

Termination and Release of Loan Agreement, Security Agreement and Assignment of Lease.

Also enclosed is a check in the amount of \$34.00 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

AUG 01 '06 12:31 PM

TERMINATION AND RELEASE OF LOAN AGREEMENT, SECURITY AGREEMENT AND ASSIGNMENT OF LEASE SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE is made as of August 1, 2006 by Bank of Montreal (the "Agent-Lender").

RECITALS

- A. Bank of Montreal Global Capital Solutions Ltd. (the "Lessor") as lessor and Canadian National Railway Company (the "Lessee") as lessee entered into a Lease of Railroad Equipment dated as of July 22, 1999 (the "Lease") covering the fifteen (15) SD75I locomotives marked CN 5766 through CN 5780 (the "Equipment");
B. To evidence the Lease, a Memorandum of Lease of Railroad Equipment dated as of July 22, 1999 between Lessor and Lessee was (i) filed at the Surface Transportation Board (the "STB") on July 29, 1999 at 3:50 P.M. with primary recordation number 22301 and (ii) deposited at the Registrar General of Canada (the "RGC") on July 28, 1999 at 1:33 P.M.;
C. Agent-Lender as both agent and sole lender and Lessor as borrower entered into a Loan Agreement dated as of July 22, 1999 (the "Loan Agreement") in connection with the acquisition of the Equipment;
D. Agent-Lender as agent and Lessor as borrower entered into a Security Agreement dated as of July 22, 1999 (the "Security Agreement") whereby, among other things, Lessor granted, to the Agent-Lender, a security interest in the Collateral (as defined therein) which included the Equipment;
E. To evidence the Security Agreement, a Memorandum of Security Agreement dated as of July 22, 1999 between Agent-Lender and Lessor was (i) filed at the STB on July 29, 1999 at 3:50 P.M. with secondary recordation number 22301-B and (ii) deposited at the RGC on July 28, 1999 at 1:35 P.M.;
F. Agent-Lender as agent and Lessor as borrower entered into an Assignment of Lease dated as of July 22, 1999 (the "Assignment") whereby, among other things, Lessor granted, to the Agent-Lender, a security interest in the Security (as defined therein) which included the Lease;
G. To evidence the Assignment, a Memorandum of Assignment of Lease of Railroad Equipment dated as of July 22, 1999 between Agent-Lender and Lessor was (i) filed at the STB on July 29, 1999 at 3:50 P.M. with secondary recordation number 22301-A and (ii) deposited at the RGC on July 28, 1999 at 1:34 P.M.; and
H. Lessor has performed and discharged all of its obligations under the Loan Agreement.

