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RECORDATION NO. 20727-A FILED

August 12, 1997

AUG 12 '97

11-05 AM

*Ken J. Bartman*  
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 three (3) copies of a Lease Termination Agreement, dated as of August 1, 1997, secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement previously filed with the Commission under Recordation Number 20727.

The names and addresses of the parties to the enclosed document are:

Lessor: Greenbrier Leasing Corporation  
One Centerpointe Drive, Suite 200  
Lake Oswego, Oregon 97035

Lessee: Railtex Service Company, Inc.  
4040 Broadway, Suite 200  
San Antonio, Texas 78209

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

two hundred (200) gondola railroad cars bearing reporting marks and road numbers CBNS 1301 through CBNS 1500, inclusive

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RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Mr. Vernon A. Williams  
August 12, 1997  
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Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

## LEASE TERMINATION AGREEMENT

AUG 12 '97

11-05 AM

THIS LEASE TERMINATION AGREEMENT dated as of August 1, 1997 (the "Termination"), is by and between Railtex Service Company, Inc., a Delaware corporation ("Railtex"), and Greenbrier Leasing Corporation, a Delaware corporation ("Greenbrier").

**Preliminary Statement**

This Termination is being executed and delivered by the parties in order to terminate or cancel their respective rights and obligations under or in respect of those certain 200 100-ton gondola railroad cars marked and numbered CBNS 1301 through CBNS 1500, inclusive ("Released Cars") which are covered by Rider No. 2 dated April 1, 1996 to that certain Lease Agreement dated as of April 1, 1996 (the "Lease") recorded with the Surface Transportation Board on June 25, 1997, under Recordation Number 20727, providing for the lease of the Released Cars by Greenbrier, as lessor to Railtex, as lessee.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein the parties hereto agree as follows:

- 1) **Termination of Leases.** Greenbrier, as lessor, and Railtex, as lessee, under the Lease hereby cancel, terminate and discharge the Released Cars from the Lease and the respective rights and obligations of Greenbrier and Railtex to the Released Cars thereunder, effective as of the date hereof; provided, however, that nothing herein shall be deemed to 1) limit Railtex's responsibility to return the Released Cars to Greenbrier in the condition required by the Lease or 2) permit Railtex to cease to pay rent to Greenbrier at any time prior to the date the Released Cars are returned to Greenbrier in accordance with the Lease or 3) terminate the Lease as to cars covered by the Lease which are not Released Cars.
- 2) **Further Assurance.** Each party hereby agrees to do such further acts and to execute and deliver such additional documents and instruments as may be necessary or appropriate to carry out the provisions and purposes of this Termination and to assure and confirm unto the parties hereto their respective rights, powers and remedies hereunder. Each party hereby waives any notice of termination as may be provided for in any of the instruments and documents related to the Released Cars.
- 3) **Execution in Counterparts.** This Termination may be executed by the parties in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.
- 4) **Governing Law.** This Termination shall in all respects be governed by, and executed, construed and enforced in accordance with, the laws of the state of Oregon, including all matters of construction, validity and performance.

WHEREOF, the parties hereto have caused this Termination to be duly executed by their respective officers thereto duly authorized as of the date first above written.

GREENBRIER LEASING CORPORATION

RAILTEX SERVICE COMPANY, INC.

By: Norris M. WebbBy: Carol DavisIts: E.V.P.Its: VP and CFO

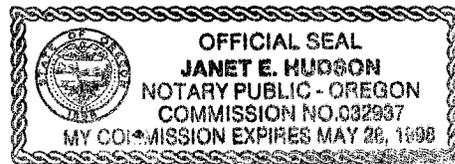
STATE OF OREGON  
COUNTY OF CLACKAMAS

)  
) ss.  
)

On this 11<sup>th</sup> day of August, 1997, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Greenbrier Leasing Corporation, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Janet E. Hudson  
NOTARY PUBLIC

My commission expires: 5/28/98



STATE OF TEXAS  
COUNTY OF BEXAR

)  
) ss.  
)

On this 7<sup>th</sup> day of AUGUST, 1997, before me personally appeared LAURA D. DAVIES, to me personally known, who being by me duly sworn, says that he or she is the VP/CEO of Railtex Service Company, Inc. that the foregoing instrument was signed on behalf of said corporation, and he or she acknowledged that the execution of the said instrument was his or her free act and deed.

D. J. Wiest  
NOTARY PUBLIC

My commission expires:

