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LAW OFFICES OF  
**LOUIS E. GITOMER, LLC.**LOUIS E. GITOMER  
Lou@lgraillaw.comMELANIE B. YASBIN  
Melanie@lgraillaw.com  
410-296-2225**SURFACE TRANSPORTATION BOARD**  
600 BALTIMORE AVENUE, SUITE 301  
TOWSON, MARYLAND 21204-4022  
(410) 296-2250 • (202) 466-6532  
FAX (410) 332-0885

June 29, 2012

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

Dear Ms. Brown:

I have enclosed for filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Partial Lease Termination, a secondary document, dated as of June 29, 2012. The primary document to which this is connected is recorded under Recordation Number 16038. We request that this document be recorded under Recordation Number 16038-H.

The names and addresses of the parties to the Partial Lease Termination are:

Lessor:

General Electric Railcar Services Corporation, as successor-in-interest to BRAE  
Transportation, Inc.  
33 West Monroe Street  
Chicago, IL 60603

Lessee:

Texas, Oklahoma & Eastern Railroad Company  
P.O. Box 9777  
Federal Way, WA 98063-9777

A description of the equipment covered by the Partial Lease Termination consists of 44 boxcars including TOE 5156, 5702, 5703, 5707, 5708, 5709, 5711, 5712, 5713, 5714, 5719, 5720, 5721, 5723, 5724, 5732, 5734, 5735, 5737, 5739, 5743, 5744, 5745, 5749, 5750, 5753, 5755, 5800, 5801, 5802, 5804, 5805, 5809, 5810, 5811, 5812, 5814, 5816, 5819, 5821, 5822, 5825, 5826, and 5818.

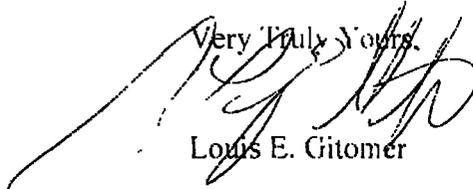
Ms. Cynthia F. Brown  
June 29, 2012  
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A fee of \$41.00 is enclosed. Please return one copy by email to:

Louis F. Gitomer  
600 Baltimore Avenue, Suite 301  
Towson, MD 21204  
Lou@lgraillaw.com

A short summary of the document to appear in the index follows: a Partial Lease Termination between General Electric Railcar Services Corporation, as successor-in-interest to BRAI Transportation, Inc., 33 West Monroe Street, Chicago, IL 60603, and Texas, Oklahoma & Eastern Railroad Company, P.O. Box 9777, Federal Way, WA 98063-9777, covering 44 boxcars including TOE 5156, 5702, 5703, 5707, 5708, 5709, 5711, 5712, 5713, 5714, 5719, 5720, 5721, 5723, 5724, 5732, 5734, 5735, 5737, 5739, 5743, 5744, 5745, 5749, 5750, 5753, 5755, 5800, 5801, 5802, 5804, 5805, 5809, 5810, 5811, 5812, 5814, 5816, 5819, 5821, 5822, 5825, 5826, and 5818.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'L. Gitomer', is written over the typed name 'Louis E. Gitomer'.

Louis E. Gitomer

Enclosure

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**PARTIAL LEASE TERMINATION**

**SURFACE TRANSPORTATION BOARD**

This Partial Lease Termination, dated as of June 29, 2012, between GE Railcar Services Corporation, as successor-in-interest to BRAE Transportation, Inc. ("GERSCO"), as lessor, and Texas, Oklahoma & Eastern Railroad Company ("TOE"), as lessee.

**WHEREAS**, GERSCO and TOE entered that certain (1) Lease Agreement dated as of November 1, 1984, which was recorded at the Interstate Commerce Commission (the "ICC") on November 17, 1988 under Recordation No. 16038; and (2) Amended & Restated Equipment Schedule No. 2 dated as of May 15, 1989, which was recorded at the ICC on September 12, 1989 under Recordation No. 16038-C (collectively the "Lease") for 291 railcars, including 44 boxcars including TOE 5156, 5702, 5703, 5707, 5708, 5709, 5711, 5712, 5713, 5714, 5719, 5720, 5721, 5723, 5724, 5732, 5734, 5735, 5737, 5739, 5743, 5744, 5745, 5749, 5750, 5753, 5755, 5800, 5801, 5802, 5804, 5805, 5809, 5810, 5811, 5812, 5814, 5816, 5819, 5821, 5822, 5825, 5826, and 5818 (the "Equipment"); and

**WHEREAS**, the duties and obligations of the parties to the Lease with respect to the Equipment have been satisfied and discharged.

**NOW, THEREFORE**, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the authority to issue and execute this document, intending to be legally bound, GERSCO and TOE hereby terminate and cancel the Lease with respect to the Equipment as of the date herein first written above; provided that this termination does not apply to provisions of the Lease stated to survive such termination.

This Partial Lease Termination may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Partial Lease Termination to be duly executed as of the date hereinabove first written.

GE Railcar Services Corporation,  
as successor-in-interest to  
BRAE Transportation, Inc.

Texas, Oklahoma & Eastern Railroad Company

By: *M. Kellor*  
Title: *Vice President*

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARTIAL LEASE TERMINATION**

This Partial Lease Termination, dated as of June 22, 2012, between BRAE Transportation, Inc. ("BRAE"), as lessor, and Texas, Oklahoma & Eastern Railroad Company ("TOE"), as lessee

**WHEREAS**, BRAE and TOE entered that certain (1) Lease Agreement dated as of November 1, 1984, which was recorded at the Interstate Commerce Commission (the "ICC") on November 17, 1988 under Recordation No. 16038; and (2) Amended & Restated Equipment Schedule No. 2 dated as of May 15, 1989, which was recorded at the ICC on September 12, 1989 under Recordation No. 16038-C (collectively the "Lease") for 291 railcars, including 44 boxcars including TOE 5156, 5702, 5703, 5707, 5708, 5709, 5711, 5712, 5713, 5714, 5719, 5720, 5721, 5723, 5724, 5732, 5734, 5735, 5737, 5739, 5743, 5744, 5745, 5749, 5750, 5753, 5755, 5800, 5801, 5802, 5804, 5805, 5809, 5810, 5811, 5812, 5814, 5816, 5819, 5821, 5822, 5825, 5826, and 5818 (the "Equipment"); and

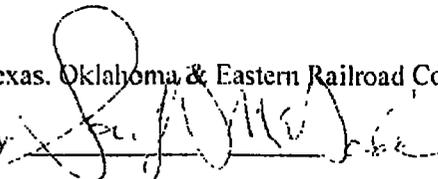
**WHEREAS**, the duties and obligations of the parties to the Lease with respect to the Equipment have been satisfied and discharged.

**NOW, THEREFORE**, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the authority to issue and execute this document, intending to be legally bound, BRAE and TOE hereby terminate and cancel the Lease with respect to the Equipment as of the date herein first written above; provided that this termination does not apply to provisions of the Lease stated to survive such termination.

This Partial Lease Termination may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

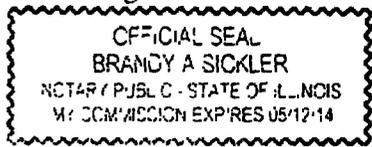
**IN WITNESS WHEREOF**, the parties hereto have caused this Partial Lease Termination to be duly executed as of the date hereinabove first written

BRAE Transportation, Inc.  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Texas, Oklahoma & Eastern Railroad Company  
By:   
Title: Senior Vice President

STATE OF IL. )  
 ) ss.  
County of Cook )

On this 29<sup>th</sup> day of June 2012, before me, Brandy A Sickler, the undersigned Notary Public, personally appeared Daniel Wallace personally known to me to be the person who executed the within instrument as DANIEL WALLACE on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.



Brandy A Sickler  
Notary Public for IL  
My Commission expires 5/12/14

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of June 2012, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me to be the person who executed the within instrument as \_\_\_\_\_ on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of June 2012, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me to be the person who executed the within instrument as \_\_\_\_\_ on behalf of the corporation therein named, and acknowledged to me that the corporation executed it

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF Washington )  
 ) ss.  
County of King )

On this 26 day of June 2012, before me, Jacqueline W. Mann, the undersigned Notary Public, personally appeared Sandy W. McSade personally known to me to be the person who executed the within instrument as Senior Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Jacqueline W. Mann  
Notary Public for Washington  
My Commission expires 9/28/16

