

RECORDATION NO. 9337-A Filed 1425

2-312A073

NOV - 8 1982 2 45 PM

Ms. Agatha L. Mergenovich,  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

No. ....  
Date NOV 8 1982  
Fee \$ 10.00

Dear Ms. Mergenovich:

ICC Washington, D. C.

Enclosed for recordation under Section 11303(b) of Title 49 of the U.S. Code are the original and two counterparts of a Partial Release from Equipment Lease dated as of July 26, 1982. This Partial Release from Equipment Lease is a secondary document. The primary Equipment Lease dated as of March 1, 1978 was recorded with the Interstate Commerce Commission on April 24, 1978 at 11:45 a.m., and was assigned recordation number 9337.

A general description of the equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the Partial Release from Equipment Lease are as follows:

- Lessee: Consumers Power Company  
212 West Michigan Avenue  
Jackson, Michigan 49201
- Lessor: Connell Leasing Company, a Division  
of Connell Rice & Sugar Co., Inc.  
45 Cardinal Drive  
Westfield, New Jersey 07092
- Secured Party: Lutheran Brotherhood  
625 Fourth Avenue South  
Minneapolis, Minnesota 55415

The undersigned is the Secured Party mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and one copy of the Partial Release from Equipment Lease to Eduardo Vidal, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

RECEIVED  
NOV 8 12 45 PM '82  
FEE DEPARTMENT

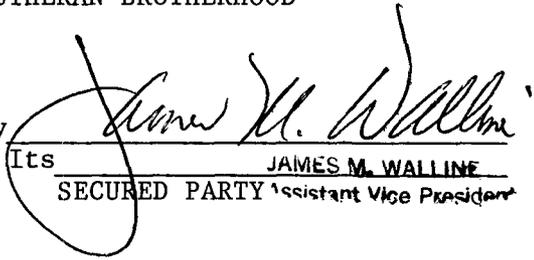
Partial Release from Equipment Lease dated as of July 26, 1982 between Connell Leasing Company, as Lessor, a Division of Connell Rice & Sugar Co., Inc., 45 Cardinal Drive, Westfield, New Jersey 07092, Consumers Power Company, as Lessee, 212 West Michigan Avenue, Jackson, Michigan 49201 and Lutheran Brotherhood, as Secured Party, 625 Fourth Avenue South, Minneapolis, Minnesota 55415 covering rotary dump gondola railroad cars.

Very truly yours,

LUTHERAN BROTHERHOOD

By

Its

  
JAMES M. WALLINE  
SECURED PARTY Assistant Vice President

DESCRIPTION OF CASUALTY EQUIPMENT

5 One hundred ton, 4000 cubic foot high side steel gondola cars with swivel couplers bearing road numbers CPOX 1013, 1026, 1031, 1040 and 1095.

Schedule A  
(to Partial Release from Equipment Lease)

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/8/82

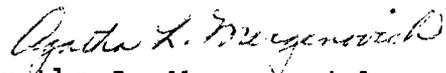
OFFICE OF THE SECRETARY

Eduardo Vidal, Esq.  
Chapman & Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

Dear Sir:

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/8/82 at 12:45pm, and assigned re-  
recording number (s). 9337-A & 9338-A

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure (s)

PARTIAL RELEASE FROM EQUIPMENT LEASE

RECORDATION NO. 9337-A  
FMS 1425

NOV - 8 1982 4:45 PM

INTERSTATE COMMERCE COMMISSION

THIS PARTIAL RELEASE dated as of July 26, 1982 from the Equipment Lease dated as of March 1, 1978 (the "Lease") between CONSUMERS POWER COMPANY, a Michigan corporation (the "Lessee") and CONNELL LEASING COMPANY, A DIVISION OF CONNELL RICE & SUGAR CO., INC., a New Jersey corporation (the "Lessor").

A. Terms not otherwise defined herein shall have the respective meanings assigned thereto in the Lease.

B. The Lease was recorded with the Interstate Commerce Commission on April 24, 1978 at 11:45 A.M. and assigned recordation no. 9337.

C. The Lessee and the Lessor have heretofore entered into the Lease providing for the lease and delivery by the Lessor to the Lessee of certain rotary dump gondola railroad cars described in Schedule A to the Lease (individually an "Item of Equipment" and collectively the "Equipment").

D. The Lessor granted a security interest in the Equipment and all rights, title, interest, claims and demands of the Lessor in, to and under the Lease, except as provided in Section 1.5 of the Security Agreement hereinafter referred to, to Lutheran Brotherhood (the "Secured Party") under the Security Agreement dated as of March 1, 1978 (the "Security Agreement") from the Lessor, as debtor, to the Secured Party.

E. The Items of Equipment described in Schedule A hereto have suffered a Casualty Occurrence (the "Casualty Equipment").

F. On the next succeeding Fixed Rental payment date after the Lessee had knowledge of a Casualty Occurrence with respect to the Casualty Equipment, the Lessee paid to the Secured Party, for application pursuant to Section 4.1(b) of the Security Agreement, a sum equal to the Casualty Value and the Fixed Rental installment due in respect of the Casualty Equipment as of the date of such payment, in accordance with the provisions of Section 2.4(e) of the Lease.

NOW, THEREFORE, in consideration of the payment of said sum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the consent and agreement of the Secured Party as evidenced by its execution hereof, the Lessee and the Lessor hereby irrevocably and mutually agree to release the Casualty Equipment, and only the Casualty Equipment, from the Lease.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Partial Release may refer to the "Equipment Lease dated as of March 1, 1978" without making specific reference to this Partial Release, but nevertheless all such references shall be deemed to include this Partial Release unless the context shall otherwise require.

This Partial Release shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

This Partial Release may be executed in any number of counterparts, each executed counterpart constituting an original, but all together one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

CONSUMERS POWER COMPANY.

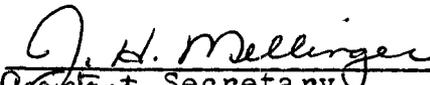
[SEAL]

By   
Its Vice President



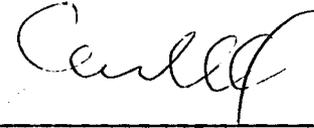
LESSEE

Attest:

  
Assistant Secretary

CONNELL LEASING COMPANY,  
A DIVISION OF CONNELL  
RICE & SUGAR CO., INC.

[SEAL]

By   
Its President

LESSOR

Attest:

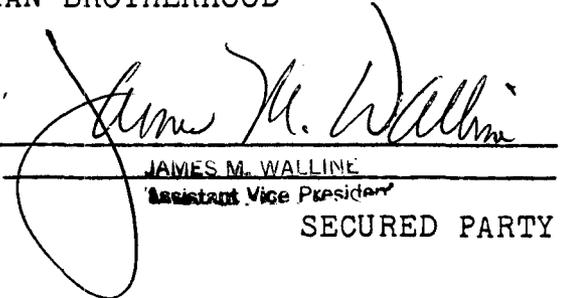
  
Secretary

This Partial Release is consented and agreed to:

LUTHERAN BROTHERHOOD

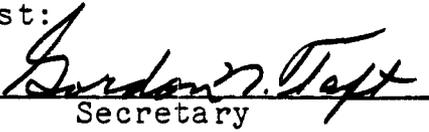
[SEAL]

By  
Its

  
\_\_\_\_\_  
JAMES M. WALLINE  
Assistant Vice President

SECURED PARTY

Attest:

  
\_\_\_\_\_  
Secretary

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF JACKSON )

On this 26<sup>th</sup> day of July, 1982, before me personally appeared Walter R. Brisot, to me personally known, who being by me duly sworn, says that he is the Vice President of CONSUMERS POWER COMPANY, a Michigan corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary L. Zelmanki  
Notary Public

[NOTARIAL SEAL]

My Commission expires: September 4, 1983

STATE OF NEW JERSEY )  
 ) SS  
COUNTY OF UNION )

On this 17<sup>th</sup> day of August, 1982, before me personally appeared Thomas Connell, to me personally known, who being by me duly sworn, says that he is the President of CONNELL LEASING COMPANY, A DIVISION OF CONNELL RICE & SUGAR CO., INC., a New Jersey corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Natalie P. Junemann  
Notary Public

[NOTARIAL SEAL]

My Commission expires:  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 28, 1982

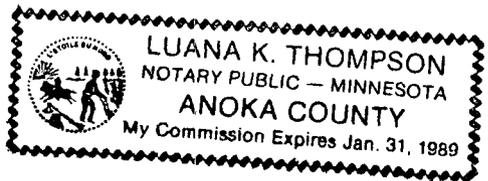
STATE OF MINNESOTA )  
 ) SS  
COUNTY OF Hennepin )

On this 14th day of September, 1982, before me personally appeared James M. Walline, to me personally known, who being by me duly sworn, says that he is the Asst. Vice President of LUTHERAN BROTHERHOOD, a Minnesota corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Luana K. Thompson  
Notary Public

[NOTARIAL SEAL]

My Commission expires:



DESCRIPTION OF CASUALTY EQUIPMENT

5 One hundred ton, 4000 cubic foot high side steel gondola cars with swivel couplers bearing road numbers CPOX 1013, 1026, 1031, 1040 and 1095.