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June 22, 1994

RECORDATION NO. **18748 - A** FILED 1425

JUN 23 1994 - 3:50 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two executed copies of a Termination of Agreement, dated June 22, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document relates to the Interim User Agreement, dated as of March 21, 1994, which was filed with the Commission on March 20, 1994 under Recordation Number 18748.

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

Owner: Johnstown America Corporation
17 Johns Street
Johnstown, Pennsylvania 15901

User: Northern Indiana Public Service Company
801 East 86th Avenue
Merrillville, Indiana 46410

A description of the railroad equipment covered by the enclosed document is set forth in Schedule I attached to the Agreement.

counterparts Betty J. Or

LICENSING SECTION
JUN 23 3 50 PM '94

Mr. Sidney L. Strickland, Jr.
June 22, 1994
Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

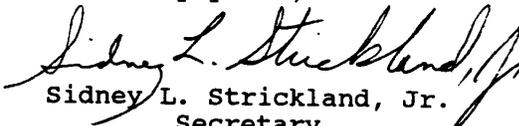
JUNE 23, 1994

ROBERT W. ALVORD
ALVORD & ALVORD
918 16TH STREET, NW SUITE 200
WASHINGTON DC 20006-2073

Dear MR. ALVORD:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/23/94 at 3:50PM , and assigned recordation number(s). 18748-A.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RECORDATION NO. 18748 -A FILED 1475

TERMINATION OF AGREEMENT

JUN 23 1994 -3 50 PM

INTERSTATE COMMERCE COMMISSION

THIS TERMINATION OF AGREEMENT, made this 23 day of June, 1994, by and between Johnstown America Corporation, a Delaware corporation ("Johnstown"), and Northern Indiana Public Service Company, an Indiana corporation ("NIPSCO").

WHEREAS, Johnstown and NIPSCO are parties to an Interim User Agreement, dated as of March 21, 1994 (the "Agreement"); and

WHEREAS, the Agreement was duly filed for recordation with the Interstate Commerce Commission (the "ICC") pursuant to 49 U.S.C. Section 11303, on March 30, 1994, at 10:50 a.m. and given Recordation Number 18748; and

WHEREAS, Johnstown and NIPSCO desire to terminate and cancel the Agreement with respect to the equipment described herein and to record such termination and cancellation with the ICC;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, NIPSCO and Johnstown, intending to be legally bound, agree as follows:

1. NIPSCO and Johnstown hereby terminate and cancel the Agreement, effective June 23, 1994 with respect to the equipment described on Schedule 1 attached hereto (hereinafter, the "Terminated Equipment"), and NIPSCO and Johnstown hereby agree that no rights, duties or liabilities under the Agreement with respect to such Terminated Equipment shall survive the termination and cancellation of the Agreement, except with respect to acts, events, or omissions occurring on or prior to the date hereof.

2. The parties agree to record this Termination of Agreement with the ICC so as to release any lien against the Terminated Equipment created by or arising out of the Agreement.

3. This Termination of Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Agreement.

IN WITNESS WHEREOF, Johnstown and NIPSCO have caused this Termination of Agreement to be executed, as of the day and year above written.

JOHNSTOWN AMERICA CORPORATION, a
Delaware corporation

By Michael P. Siska, Jr.
Its

MICHAEL P. SISK, JR.
DIRECTOR, MARKETING & SALES ADMINISTRATION

NORTHERN INDIANA PUBLIC SERVICE
COMPANY, an Indiana corporation

By _____
Its

3. This Termination of Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Agreement.

IN WITNESS WHEREOF, Johnstown and NIPSCO have caused this Termination of Agreement to be executed, as of the day and year above written.

JOHNSTOWN AMERICA CORPORATION, a
Delaware corporation

By _____
Its

NORTHERN INDIANA PUBLIC SERVICE
COMPANY, an Indiana corporation

By Francis P. Girod
Its

SCHEUDLE 1
TO TERMINATION OF AGREEMENT

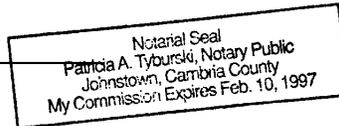
<u>EQUIPMENT</u>	<u>QUANTITY</u>	<u>REPORTING MARKS</u>
Rotary Dump Gondola Railcars	380	NORX 2811 through NORX 3190, inclusive

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CAMBRIA)

On this 9 day of June, 1994, before me personally appeared MICHAEL P. SSKA, JR., to me personally known, who, being by me duly sworn, says that he is the DIR. Mkt. Sales - ADM. W, of JOHNSTOWN AMERICA CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged before me that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Tyburski
Notary Public

My commission expires: _____



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

On this 17th day of June, 1994, before me personally appeared Francis P. Girot, Jr. to me personally known, who, being by me duly sworn, says that he is the Treasurer of NORTHERN INDIANA PUBLIC SERVICE COMPANY, that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged before me that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda R. Skinner
Notary Public

My commission expires: April 10, 1998