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OF COUNSEL
URBAN A. LESTER

19235-B

MAR 7 1995 2 17 PM

March 7, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) executed copies of a Termination of Agreement, dated as of March 7, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to Interim User Agreement filed with the Commission under Recordation Number 19235

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

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

User: Kansas City Power & Light Company
1201 Walnut Street
Kansas City, MO 64106-2124

A description of the railroad equipment covered by the enclosed document is attached to the Agreement as Schedule 1.

LICENSING BRANCH

MAR 7 2 17 PM '95

RECEIVED
OFFICE OF THE
SECRETARY

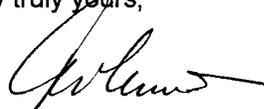
Counterparts - [Signature]

Mr. Vernon A. Williams
March 7, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

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

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

3/7/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

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 3/7/95 at 2:20PM, and assigned recordation number(s) 19235-B.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

0100550094)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

RECORDATION NO. 19235-B
FILED 1995

TERMINATION OF AGREEMENT

MAR 7 1995 - 2 20 PM

INTERSTATE COMMERCE COMMISSION

THIS TERMINATION OF AGREEMENT, is made this 7th day of March, 1995, by and between Johnstown America Corporation, a Delaware corporation ("Johnstown"), and Kansas City Power & Light Company, a Missouri corporation ("KCP&L").

WHEREAS, Johnstown and KCP&L are parties to an Interim User Agreement, dated as of February 6, 1995 (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 February 9, 1995, at 2:50 p.m. and given Recordation Number 19235; and

WHEREAS, Johnstown and KCP&L 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, KCP&L and Johnstown, intending to be legally bound, agree as follows:

1. KCP&L and Johnstown hereby terminate and cancel the Agreement, effective March 7, 1995 with respect to the equipment described on Schedule 1 attached hereto (hereinafter, the "Terminated Equipment"), and KCP&L and Johnstown hereby agree that no rights, duties or liabilities under the Agreement with respect to such Terminated Equipment shall survive such termination and cancellation of the Agreement, except with respect to acts, events, or omissions under the Agreement 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. Nothing herein contained shall be construed to terminate and cancel the Agreement with respect to any equipment other than the Terminated Equipment hereinabove specifically described.

4. 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 KCP&L have caused this Termination of Agreement to be executed as of the day and year first above written.

JOHNSTOWN AMERICA CORPORATION, a
Delaware corporation

By Michael P. Siska, Sr.

Its MICHAEL P. SISKA, SR.
DIRECTOR, MARKETING & SALES ADMINISTRATION

KANSAS CITY POWER & LIGHT COMPANY,
a Missouri corporation

By _____
Its

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

JOHNSTOWN AMERICA CORPORATION, a
Delaware corporation

By _____
Its

KANSAS CITY POWER & LIGHT COMPANY,
a Missouri corporation

By David M. McLaughlin
Its

Approved By Counsel

Mark H. Ford

STATE OF PENNSYLVANIA)
)
COUNTY OF CAMBRIA)

On this, the ___ day of March, 1995, before me, a Notary Public in and for said County and State, personally appeared MICHAEL P. SISKI JR. of JOHNSTOWN AMERICA CORPORATION, who acknowledged himself to be a duly authorized officer of JOHNSTOWN AMERICA CORPORATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name: _____
Notary Public
My Commission Expires: _____
Residing in LAUCH, Notary Public
Johnstown, Cambria County
My Commission Expires April 18, 1995

STATE OF _____)
)
COUNTY OF _____)

On this, the ___ day of March, 1995, before me, a Notary Public in and for said County and State, personally appeared _____ of KANSAS CITY POWER & LIGHT COMPANY, who acknowledged himself to be a duly authorized officer, of KANSAS CITY POWER & LIGHT COMPANY and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

**SCHEDULE 1
TO TERMINATION OF AGREEMENT**

375 Rotary Dump Aluminum Gondola Cars

KCLX 795003,
KCLX 795252 - 795375, Inclusive
KCLX 595001 - 595250, Inclusive