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19660-A  
OCT 27 1995 12:33 PM

OF COUNSEL  
URBAN A. LESTER

October 27, 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 two (2) copies of a Termination of Agreement, dated October 27, 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 the Interim User Agreement duly filed with the Commission under Recordation Number 19660.

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

Company: Consumer Power Company  
212 West Michigan Avenue  
Jackson, Michigan 49201

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

A description of the railroad equipment covered by the enclosed document is set forth on Schedule I attached thereto.

*Counterparts*

Mr. Vernon A. Williams  
October 27, 1995  
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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 one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

TERMINATION OF AGREEMENT

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OCT 27 1995 4:59 PM

THIS TERMINATION OF AGREEMENT, is made this 27th day of October 1995, by and between Consumers Power Company, a Michigan corporation ("*Consumers*"), and Johnstown America Corporation, a Delaware corporation ("*Johnstown*").

WHEREAS, Consumers and Johnstown are parties to an Interim User Agreement, dated as of October 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 October 6, 1995, at 11:20 a.m. and given Recordation Number 19660; and

WHEREAS, Consumers and Johnstown desire to terminate and cancel the Agreement with respect to and only 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, Consumers and Johnstown, intending to be legally bound, agree as follows:

1. Consumers and Johnstown hereby terminate and cancel the Agreement, effective October 27, 1995 with respect to and only with respect to the equipment described on Schedule 1 attached hereto (hereinafter, the "*Terminated Equipment*"), and Consumers 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, Consumers and Johnstown have caused this Termination of Agreement to be executed as of the day and year first above written.

CONSUMERS POWER COMPANY, a Michigan corporation

APV'D AS TO FORM  
JCOB

By *R. M. [Signature]*  
Its Vice President

JOHNSTOWN AMERICA CORPORATION, a Delaware corporation

By \_\_\_\_\_  
Its

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

CONSUMERS POWER COMPANY, a Michigan corporation

By \_\_\_\_\_  
Its

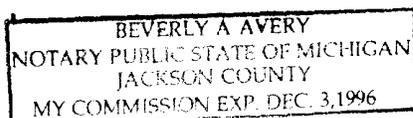
JOHNSTOWN AMERICA CORPORATION, a Delaware corporation

By  \_\_\_\_\_  
Its MICHAEL P. SISKA, JR.  
DIRECTOR, MARKETING & SALES ADMINISTRATION

STATE OF Michigan )  
 )  
COUNTY OF Jackson )

On this, the 23<sup>rd</sup> day of October, 1995, before me, a Notary Public in and for said County and State, personally appeared R. J. Nicholson, of CONSUMERS POWER COMPANY, who acknowledged himself/herself to be a duly authorized officer of CONSUMERS POWER COMPANY, and that, as such officer, being authorized to do so, he/she 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.



Beverly A. Avery  
Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of October, 1995, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, of JOHNSTOWN AMERICA CORPORATION, who acknowledged himself/herself to be a duly authorized officer of JOHNSTOWN AMERICA CORPORATION, and that, as such officer, being authorized to do so, he/she 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 \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of October, 1995, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, of CONSUMERS POWER COMPANY, who acknowledged himself/herself to be a duly authorized officer of CONSUMERS POWER COMPANY, and that, as such officer, being authorized to do so, he/she 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 \_\_\_\_\_

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF CAMBRIA )

On this, the 24TH day of October, 1995, before me, a Notary Public in and for said County and State, personally appeared MICHAEL P. SISKA, JR., of JOHNSTOWN AMERICA CORPORATION, who acknowledged himself/herself to be a duly authorized officer of JOHNSTOWN AMERICA CORPORATION, and that, as such officer, being authorized to do so, he/she 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.

Carolyn A. Phillips  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

Notarial Seal  
Carolyn A. Phillips, Notary Public  
Johnstown, Cambria County  
My Commission Expires June 7, 1997

## TERMINATED EQUIPMENT

1.	FSTX 5501	51.	FSTX 5668	101.	FSTX 5718
2.	FSTX 5503	52.	FSTX 5669	102.	FSTX 5719
3.	FSTX 5620	53.	FSTX 5670	103.	FSTX 5720
4.	FSTX 5621	54.	FSTX 5671	104.	FSTX 5721
5.	FSTX 5622	55.	FSTX 5672	105.	FSTX 5723
6.	FSTX 5623	56.	FSTX 5673	106.	FSTX 5724
7.	FSTX 5624	57.	FSTX 5674	107.	FSTX 5725
8.	FSTX 5625	58.	FSTX 5675	108.	FSTX 5726
9.	FSTX 5626	59.	FSTX 5676	109.	FSTX 5727
10.	FSTX 5627	60.	FSTX 5677	110.	FSTX 5728
11.	FSTX 5628	61.	FSTX 5678	111.	FSTX 5729
12.	FSTX 5629	62.	FSTX 5679	112.	FSTX 5730
13.	FSTX 5630	63.	FSTX 5680	113.	FSTX 5731
14.	FSTX 5631	64.	FSTX 5681	114.	FSTX 5732
15.	FSTX 5632	65.	FSTX 5682	115.	FSTX 5733
16.	FSTX 5633	66.	FSTX 5683	116.	FSTX 5734
17.	FSTX 5634	67.	FSTX 5684	117.	FSTX 5735
18.	FSTX 5635	68.	FSTX 5685	118.	FSTX 5736
19.	FSTX 5636	69.	FSTX 5686	119.	FSTX 5737
20.	FSTX 5637	70.	FSTX 5687	120.	FSTX 5738
21.	FSTX 5638	71.	FSTX 5688	121.	FSTX 5739
22.	FSTX 5639	72.	FSTX 5689	122.	FSTX 5740
23.	FSTX 5640	73.	FSTX 5690	123.	FSTX 5741
24.	FSTX 5641	74.	FSTX 5691	124.	FSTX 5742
25.	FSTX 5642	75.	FSTX 5692	125.	FSTX 5743
26.	FSTX 5643	76.	FSTX 5693	126.	FSTX 5744
27.	FSTX 5644	77.	FSTX 5694	127.	FSTX 5745
28.	FSTX 5645	78.	FSTX 5695	128.	FSTX 5746
29.	FSTX 5646	79.	FSTX 5696	129.	FSTX 5747
30.	FSTX 5647	80.	FSTX 5697	130.	FSTX 5748
31.	FSTX 5648	81.	FSTX 5698	131.	FSTX 5749
32.	FSTX 5649	82.	FSTX 5699	132.	FSTX 5750
33.	FSTX 5650	83.	FSTX 5700	133.	FSTX 5751
34.	FSTX 5651	84.	FSTX 5701	134.	FSTX 5752
35.	FSTX 5652	85.	FSTX 5702	135.	FSTX 5753
36.	FSTX 5653	86.	FSTX 5703	136.	FSTX 5754
37.	FSTX 5654	87.	FSTX 5704	137.	FSTX 5755
38.	FSTX 5655	88.	FSTX 5705	138.	FSTX 5756
39.	FSTX 5656	89.	FSTX 5706	139.	FSTX 5757
40.	FSTX 5657	90.	FSTX 5707	140.	FSTX 5758
41.	FSTX 5658	91.	FSTX 5708	141.	FSTX 5759
42.	FSTX 5659	92.	FSTX 5709	142.	FSTX 5760
43.	FSTX 5660	93.	FSTX 5710	143.	FSTX 5761
44.	FSTX 5661	94.	FSTX 5711	144.	FSTX 5762
45.	FSTX 5662	95.	FSTX 5712	145.	FSTX 5763
46.	FSTX 5663	96.	FSTX 5713	146.	FSTX 5764
47.	FSTX 5664	97.	FSTX 5714	147.	FSTX 5765
48.	FSTX 5665	98.	FSTX 5715	148.	FSTX 5766
49.	FSTX 5666	99.	FSTX 5716	149.	FSTX 5767
50.	FSTX 5667	100.	FSTX 5717	150.	FSTX 5768

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SCHEDULE 1  
(to Termination of Agreement)

TERMINATED EQUIPMENT (Continued)

151.	FSTX 5769	192.	FSTX 5557
152.	FSTX 5770	193.	FSTX 5584
153.	FSTX 5771	194.	FSTX 5721
154.	FSTX 5772	195.	FSTX 5787
155.	FSTX 5773	196.	FSTX 5788
156.	FSTX 5774	197.	FSTX 5811
157.	FSTX 5775	198.	FSTX 5812
158.	FSTX 5776	199.	FSTX 5814 through 5872
159.	FSTX 5777		inclusive
160.	FSTX 5778		
161.	FSTX 5779		
162.	FSTX 5780		
163.	FSTX 5781		
164.	FSTX 5782		
165.	FSTX 5783		
166.	FSTX 5784		
167.	FSTX 5785		
168.	FSTX 5786		
169.	FSTX 5789		
170.	FSTX 5790		
171.	FSTX 5791		
172.	FSTX 5792		
173.	FSTX 5793		
174.	FSTX 5794		
175.	FSTX 5795		
176.	FSTX 5796		
177.	FSTX 5797		
178.	FSTX 5798		
179.	FSTX 5799		
180.	FSTX 5800		
181.	FSTX 5801		
182.	FSTX 5802		
183.	FSTX 5803		
184.	FSTX 5804		
185.	FSTX 5805		
186.	FSTX 5806		
187.	FSTX 5807		
188.	FSTX 5808		
189.	FSTX 5809		
190.	FSTX 5810		
191.	FSTX 5813		

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