

19673 - A  
OCT 27 1995 12:00 PM

ALVORD AND ALVORD  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

*Q.A.*

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 19673.

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

- Owner: Thrall Car Manufacturing Company  
2521 State Street  
Chicago Heights, Illinois 60411
- User : Consumer Power Company  
1945 W. Parnell Road  
Jackson, Michigan 49201

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

*Country Parts*

Mr. Vernon A. Williams  
October 27, 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 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

RECORDATION NO. 19673-A  
FILED 105  
OCT 27 1995 12:00 PM  
MICHIGAN

**TERMINATION OF AGREEMENT**

THIS TERMINATION OF AGREEMENT, is made this 27th day of October 1995, by and between Consumers Power Company, a Michigan corporation ("*Consumers*"), and Thrall Car Manufacturing Company, an Illinois corporation ("*Thrall*").

WHEREAS, Consumers and Thrall are parties to an Interim User Agreement, dated as of October 13, 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 19, 1995, at 4:20 p.m. and given Recordation Number 19673; and

WHEREAS, Consumers and Thrall 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 Thrall, intending to be legally bound, agree as follows:

1. Consumers and Thrall 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 Thrall 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 Thrall 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  
12-03

By [Signature]  
Its Vice President

THRALL CAR MANUFACTURING COMPANY,  
an Illinois corporation

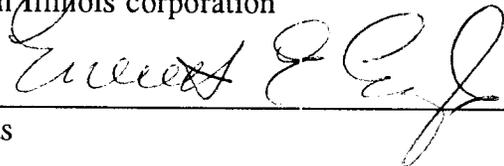
By \_\_\_\_\_  
Its

IN WITNESS WHEREOF, Consumers and Thrall 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

THRALL CAR MANUFACTURING COMPANY,  
an Illinois corporation

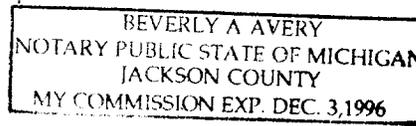
By  \_\_\_\_\_  
Its

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 THRALL CAR MANUFACTURING COMPANY, who acknowledged himself/herself to be a duly authorized officer of THRALL CAR MANUFACTURING 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 \_\_\_\_\_ )  
 )  
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 Ill )  
 )  
COUNTY OF Cook )

On this, the 24<sup>th</sup> day of October, 1995, before me, a Notary Public in and for said County and State, personally appeared Everett R. Eagle, of THRALL CAR MANUFACTURING COMPANY, who acknowledged himself/herself to be a duly authorized officer of THRALL CAR MANUFACTURING 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.

David E. Howard  
Name:  
Notary Public  
My Commission Expires: 2/16/99  
Residing in Homewood IL  
**OFFICIAL SEAL**  
**LINDA E MAIORANO**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 02/16/99

## TERMINATED EQUIPMENT

1.	FSTX 9005	51.	FSTX 9058	101.	FSTX 9111
2.	FSTX 9006	52.	FSTX 9059	102.	FSTX 9112
3.	FSTX 9010	53.	FSTX 9060	103.	FSTX 9113
4.	FSTX 9011	54.	FSTX 9061	104.	FSTX 9115
5.	FSTX 9012	55.	FSTX 9062	105.	FSTX 9116
6.	FSTX 9013	56.	FSTX 9063	106.	FSTX 9117
7.	FSTX 9014	57.	FSTX 9064	107.	FSTX 9118
8.	FSTX 9015	58.	FSTX 9065	108.	FSTX 9119
9.	FSTX 9016	59.	FSTX 9066	109.	FSTX 9120
10.	FSTX 9017	60.	FSTX 9067	110.	FSTX 9121
11.	FSTX 9018	61.	FSTX 9068	111.	FSTX 9122
12.	FSTX 9019	62.	FSTX 9069	112.	FSTX 9123
13.	FSTX 9020	63.	FSTX 9070	113.	FSTX 9124
14.	FSTX 9021	64.	FSTX 9071	114.	FSTX 9126
15.	FSTX 9022	65.	FSTX 9072	115.	FSTX 9129
16.	FSTX 9023	66.	FSTX 9073	116.	FSTX 9130
17.	FSTX 9024	67.	FSTX 9074	117.	FSTX 9131
18.	FSTX 9025	68.	FSTX 9075	118.	FSTX 9134
19.	FSTX 9026	69.	FSTX 9076	119.	FSTX 9135
20.	FSTX 9027	70.	FSTX 9077	120.	FSTX 9135
21.	FSTX 9028	71.	FSTX 9078	121.	FSTX 9137
22.	FSTX 9029	72.	FSTX 9079	122.	FSTX 9138
23.	FSTX 9030	73.	FSTX 9080	123.	FSTX 9139
24.	FSTX 9031	74.	FSTX 9081		
25.	FSTX 9032	75.	FSTX 9082		
26.	FSTX 9033	76.	FSTX 9083		
27.	FSTX 9034	77.	FSTX 9084		
28.	FSTX 9035	78.	FSTX 9085		
29.	FSTX 9036	79.	FSTX 9086		
30.	FSTX 9037	80.	FSTX 9087		
31.	FSTX 9038	81.	FSTX 9088		
32.	FSTX 9039	82.	FSTX 9089		
33.	FSTX 9040	83.	FSTX 9090		
34.	FSTX 9041	84.	FSTX 9091		
35.	FSTX 9042	85.	FSTX 9092		
36.	FSTX 9043	86.	FSTX 9093		
37.	FSTX 9044	87.	FSTX 9094		
38.	FSTX 9045	88.	FSTX 9095		
39.	FSTX 9046	89.	FSTX 9096		
40.	FSTX 9047	90.	FSTX 9097		
41.	FSTX 9048	91.	FSTX 9098		
42.	FSTX 9049	92.	FSTX 9100		
43.	FSTX 9050	93.	FSTX 9101		
44.	FSTX 9051	94.	FSTX 9103		
45.	FSTX 9052	95.	FSTX 9104		
46.	FSTX 9053	96.	FSTX 9105		
47.	FSTX 9054	97.	FSTX 9106		
48.	FSTX 9055	98.	FSTX 9107		
49.	FSTX 9056	99.	FSTX 9109		
50.	FSTX 9057	100.	FSTX 9110		

DFR552\RCM665

SCHEDULE I  
(to Termination of Agreement)