

19673-B
1995 AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 200
WASHINGTON, D.C.

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OF COUNSEL
URBAN A. LESTER

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November 13, 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 November 10, 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 : Consumers 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.

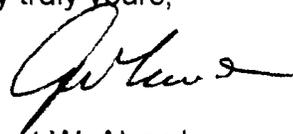
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Mr. Vernon A. Williams
November 13, 1995
Page 2

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 cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg
Enclosures

19673-B

TERMINATION OF AGREEMENT 1995 AM

THIS TERMINATION OF AGREEMENT, is made this 10th day of November 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 the equipment described or referenced 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 November 10, 1995 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. It is understood that the Terminated Equipment identified herein, together with the Terminated Equipment identified in a prior "Termination of Agreement" between the parties dated October 27, 1995, constitutes all of the equipment that the parties have in fact heretofore placed under the Agreement, and that the parties will not hereafter place any other or additional equipment under the Agreement. It is therefore understood and agreed that if there was any equipment identified in the original Agreement which is not identified as Terminated Equipment hereunder or under said previous "Termination of Agreement" dated October 27, 1995, same was not heretofore placed and will not hereafter be placed under the Agreement and the Agreement is hereby also cancelled and terminated with respect thereto. The parties also intend, by their recording of this Termination of Agreement with the ICC, to give notice that there has been and will be no lien created by or arising out of the Agreement with respect to any such equipment which may have been identified in the original Agreement that is not identified as Terminated Equipment hereunder or under said previous "Termination of Agreement" dated October 27, 1995."

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

By *R. Michelson*
Its Vice President

APV'S AS TO FORM
DB

THRALL CAR MANUFACTURING COMPANY,
an Illinois corporation

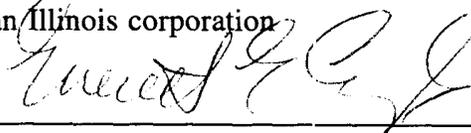
By _____
Its

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 Vice President Marketing Services

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

On this, the 1st day of November, 1995 before me, a Notary Public in and for said County and State, personally appeared Robert J. Nicholson, of CONSUMERS POWER COMPANY, who acknowledge himself to be a duly authorized officer of CONSUMERS POWER COMPANY, 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.

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

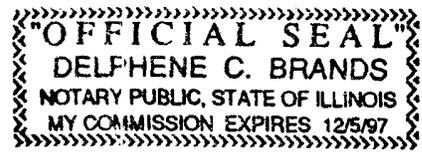
BEVERLY A AVERY
NOTARY PUBLIC STATE OF MICHIGAN
JACKSON COUNTY
MY COMMISSION EXP. DEC. 3, 1996

STATE OF Illinois)
)
COUNTY OF Cook)

On this, the 7th day of November, 1995, before me, a Notary Public in and for said County and State, personally appeared Bert C. Cagle, 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.

Delphine C. Brands
Name: _____
Notary Public
My Commission Expires: 12/5/97
Residing in Will County



TERMINATED EQUIPMENT

1.	FSTX 9123	51.	FSTX 9181	101.	FSTX 9231
2.	FSTX 9125	52.	FSTX 9182	102.	FSTX 9232
3.	FSTX 9127	53.	FSTX 9183	103.	FSTX 9233
4.	FSTX 9132	54.	FSTX 9184	104.	FSTX 9234
5.	FSTX 9133	55.	FSTX 9185	105.	FSTX 9235
6.	FSTX 9135	56.	FSTX 9186	106.	FSTX 9236
7.	FSTX 9136	57.	FSTX 9187	107.	FSTX 9237
8.	FSTX 9137	58.	FSTX 9188	108.	FSTX 9238
9.	FSTX 9138	59.	FSTX 9189		
10.	FSTX 9140	60.	FSTX 9190		
11.	FSTX 9141	61.	FSTX 9191		
12.	FSTX 9142	62.	FSTX 9192		
13.	FSTX 9143	63.	FSTX 9193		
14.	FSTX 9144	64.	FSTX 9194		
15.	FSTX 9145	65.	FSTX 9195		
16.	FSTX 9146	66.	FSTX 9196		
17.	FSTX 9147	67.	FSTX 9197		
18.	FSTX 9148	68.	FSTX 9198		
19.	FSTX 9149	69.	FSTX 9199		
20.	FSTX 9150	70.	FSTX 9200		
21.	FSTX 9151	71.	FSTX 9201		
22.	FSTX 9152	72.	FSTX 9202		
23.	FSTX 9153	73.	FSTX 9203		
24.	FSTX 9154	74.	FSTX 9204		
25.	FSTX 9155	75.	FSTX 9205		
26.	FSTX 9156	76.	FSTX 9206		
27.	FSTX 9157	77.	FSTX 9207		
28.	FSTX 9158	78.	FSTX 9208		
29.	FSTX 9159	79.	FSTX 9209		
30.	FSTX 9160	80.	FSTX 9210		
31.	FSTX 9161	81.	FSTX 9211		
32.	FSTX 9162	82.	FSTX 9212		
33.	FSTX 9163	83.	FSTX 9213		
34.	FSTX 9164	84.	FSTX 9214		
35.	FSTX 9165	85.	FSTX 9215		
36.	FSTX 9166	86.	FSTX 9216		
37.	FSTX 9167	87.	FSTX 9217		
38.	FSTX 9168	88.	FSTX 9218		
39.	FSTX 9169	89.	FSTX 9219		
40.	FSTX 9170	90.	FSTX 9220		
41.	FSTX 9171	91.	FSTX 9221		
42.	FSTX 9172	92.	FSTX 9222		
43.	FSTX 9173	93.	FSTX 9223		
44.	FSTX 9174	94.	FSTX 9224		
45.	FSTX 9175	95.	FSTX 9225		
46.	FSTX 9176	96.	FSTX 9226		
47.	FSTX 9177	97.	FSTX 9227		
48.	FSTX 9178	98.	FSTX 9228		
49.	FSTX 9179	99.	FSTX 9229		
50.	FSTX 9180	100.	FSTX 9230		

SCHEDULE I

(to Termination of Agreement)

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