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RECORDATION NO. 19630-
FILED 1425

OCT 27 1995 - 12:30 PM

INTERSTATE COMMERCE COMMISSION

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 each of the following secondary documents, all dated October 27, 1995: Lease Supplement No. 2, Security Agreement Supplement No. 2, and Memoranda of Coal Supply Service Agreement Supplement No. 2.

The enclosed documents relate to the Lease Agreement and other secondary documents previously filed herein with the Commission under Recordation Number 19630.

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

Lease Supplement No. 2

Lessor: Wilmington Trust Company, Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Lessee: Comerica Bank
101 North Washington Square, 9th Floor
Lansing, Michigan 48933

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Counterparts -

Mr. Vernon A. Williams
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Security Agreement Supplement No. 2

Debtor: Wilmington Trust Company, Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Secured Party: First Security Bank of Utah, National Association
79 South Main Street, 3rd Floor
Salt Lake City, Utah 84111

Memoranda of Coal Supply Service Agreement Supplement No. 2

Contractor: Comerica Bank
101 North Washington Square, 9th Floor
Lansing, Michigan 48933

Customer: Consumers Power Company
212 West Michigan Avenue
Jackson, Michigan 49201

A description of the railroad equipment covered by the enclosed documents is:

257 coal gondola cars and 123 hopper cars bearing FSTX reporting marks and road numbers as set forth on Schedule I to Lease Supplement No. 2.

Also enclosed is a check in the amount of \$63.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

OCT 27 1995 - 12 30 PM

MICHIGAN COMMERCE COMMISSION

MEMORANDUM OF COAL SUPPLY SERVICE AGREEMENT SUPPLEMENT NO. 2

Memorandum of Coal Supply Service Agreement Supplement No. 2, dated October 27, 1995 by and between COMERICA BANK, a Michigan corporation, not in its individual capacity but solely as trustee, (the "Contractor") and CONSUMERS POWER COMPANY, a Michigan corporation (the "Customer").

WITNESSETH:

1. Contractor and Customer have heretofore entered into that certain Coal Supply Service Agreement, dated as of September 1, 1995 (the "Coal Supply Service Agreement"), by and between Contractor and Customer.

2. The Coal Supply Service Agreement provides that Contractor may provide to Customer Coal Supply Service under the Coal Supply Service Agreement by the execution of a Coal Supply Service Agreement Supplement.

3. Contractor has agreed to make available to Customer, and Customer has agreed to accept from Contractor pursuant to that certain Coal Supply Service Agreement Supplement No. 2, dated October 27, 1995 (the "Supplement No. 2") by and between Customer and Contractor, Coal Supply Service with respect to 257 high side aluminum bodied rotary dump BethGon Coalporter railcars and 123 high side aluminum bodied Avalanche railcars bearing the railroad reporting markings set forth on Exhibit A.

4. The Supplement No. 2 shall be effective as of the date first set forth hereinabove and shall be subject to the Service Term as defined in Section 1 of the Coal Supply Service Agreement.

5. For purposes of this Memorandum the following terms shall have the following meanings.

"Coal Supply Service" shall mean the provision and maintenance throughout the Service Term (as defined in Section 1 of the Coal Supply Service Agreement) of Units for the purpose of moving coal from a Point of Origin to a Point of Use, as and to the extent agreed to in writing by Contractor and Customer in the Coal Supply Service Agreement and in any Supplement.

"Coal Supply Service Agreement Supplement" or "Supplement" shall mean a supplement to the Coal Supply Service Agreement substantially in the form of Exhibit A attached thereto and made a part thereof.

"Plants" shall mean those coal-fired generating stations owned by Customer.

"Point of Origin" shall mean the point at which coal is loaded on the Units.

"Point of Use" shall mean such point at any of Customer's Plants at which coal is delivered to Customer.

"Unit" shall mean each of the high side aluminum bodied rotary dump BethGon Coalporter railcars and each of the high side aluminum bodied Avalanche railcars described in each Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

COMERICA BANK, not in its individual capacity but solely as trustee

By 
Its Trust Officer

CONSUMERS POWER COMPANY

By _____
Its _____

EXHIBIT A

QUANTITY OF COAL CARS	CAR NUMBERS	TYPE OF COAL CARS
257	FSTX 5501, FSTX 5503, FSTX 5557, FSTX 5584 and FSTX 5620 through 5872, inclusive.	Highside aluminum bodied rotary dump BethGon Coalporter railcars
123	FSTX 9005, FSTX 9006, FSTX 9010 through FSTX 9122, inclusive, FSTX 9124, FSTX 9126, FSTX 9128 through FSTX 9131, inclusive, FSTX 9134 and FSTX 9139.	Highside aluminum bodied Avalanche railcars

STATE OF Michigan)
) SS:
COUNTY OF Ingham)

On this 27 th day of October, 1995, before me personally appeared Lorraine K. Grill to be personally known, who, being by me duly sworn, says that he is Officer of Comerica Bank, that said instrument was signed and sealed on such date on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Laura R. Takeshita

Notary Public
Laura R. Takeshita

My Commission Expires: November 20, 1995

[Notary Seal]