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March 26, 1996

1994-A

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
Washington, D.C. 20423

MAR 28 1996 -9 50 AM

Re: The Detroit Edison Company
Leveraged Lease Financing of Gondola Railcars

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 are two (2) executed copies of a Termination of Agreement, dated March 28, 1996, a secondary document as defined in the Commissions Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to Interim Use Agreement filed with the Commission under Recordation Number 19994.

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

Owner/Manufacturer: Thrall Car Manufacturing Company
c/o Duchossois Industries, Inc.
845 Larch Avenue
Elmhurst, Illinois 60126

User/Lessee: The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

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

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Countersigned

Law Offices of

CHAPMAN AND CUTLER

Please feel free to contact the undersigned at (312) 845-2977 with any questions you may have with respect to the enclosed.

Very truly yours,

CHAPMAN AND CUTLER

By August J. Francis
August J. Francis

AJF/b
Enclosure

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

3/28/96

Karl T. Williams
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603-4080

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 3/28/96 at 9:50AM, and assigned recordation number(s) 19994_A.

Sincerely yours,

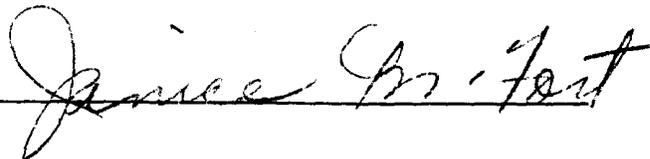


Vernon A. Williams
Secretary

Enclosure(s)

\$ 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



19994-A

MAR 28 1996 -9 50 AM

TERMINATION OF AGREEMENT

THIS TERMINATION OF AGREEMENT, is made this 28th day of March 1996, by and between The Detroit Edison Company, a Michigan corporation ("*Detroit Edison*"), and Thrall Car Manufacturing Company, an Illinois corporation ("*Thrall*").

WHEREAS, Detroit Edison and Thrall are parties to an Interim Use Agreement, dated as of January 31, 1996 (the "*Agreement*"); and

WHEREAS, the Agreement was duly filed for recordation with the Surface Transportation Board (the "*STB*") pursuant to 49 U.S.C. Section 11301, on March 28, 1996, at 9:40 a.m. and given Recordation Number 19994; and

WHEREAS, Detroit Edison and Thrall desire to terminate and cancel the Agreement with respect to the equipment described herein and to record such termination and cancellation with the STB;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Detroit Edison and Thrall, intending to be legally bound, agree as follows:

1. Detroit Edison and Thrall hereby terminate and cancel the Agreement, effective March 28, 1996 with respect to the equipment described on Schedule 1 attached hereto (hereinafter, the "*Terminated Equipment*"), and Detroit Edison 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 STB; 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, Detroit Edison and Thrall have caused this Termination of Agreement to be executed as of the day and year first above written.

THE DETROIT EDISON COMPANY, a Michigan corporation

By 
Its Vice President and Treasurer

THRALL CAR MANUFACTURING COMPANY,
an Illinois corporation

By _____
Its

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

THE DETROIT EDISON COMPANY, a Michigan corporation

By _____
Its

THRALL CAR MANUFACTURING COMPANY,
an Illinois corporation

By Robert A. Well
Its Vice President, Finance

STATE OF Michigan)
)
COUNTY OF Wayne)

On this, the 25th day of March, 1996, before me, a Notary Public in and for said County and State, personally appeared Leslie L. Loomans, of THE DETROIT EDISON COMPANY, who acknowledged himself/herself to be a duly authorized officer of THE DETROIT EDISON 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.

PEARL E. KOTTER
Name: _____
Notary Public **PEARL E. KOTTER**
My Commission Expires **Notary Public, Macomb County, MI**
Residing in _____ **My Commission Expires June 23, 1997**

STATE OF _____)
)
COUNTY OF _____)

On this, the ____ day of March, 1996, 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 _____

**SCHEDULE 1
TO TERMINATION OF AGREEMENT**

149 4530 Cubic Foot Aluminum-bodied, Doubletub Gondola Railcars

DEEX 6488 through DEEX 6516 inclusive,
DEEX 6518 through DEEX 6580 inclusive,
DEEX 6582 through DEEX 6599 inclusive,
DEEX 6602 through DEEX 6604 inclusive,
DEEX 6606 through DEEX 6609 inclusive,
DEEX 6611 through DEEX 6619 inclusive,
DEEX 6621 through DEEX 6632 inclusive,
DEEX 6634 through DEEX 6638 inclusive,
DEEX 6640 through DEEX 6644 inclusive,
DEEX 6646