

19994-C

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20006-2973

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266

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May 30, 1996

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Termination of Agreement, dated as of May 30, 1996, a secondary document as defined in the Commission's Rules for the Recordation.

The enclosed document is a partial termination and relates to the Interim Use Agreement, previously filed with the Board under Recordation Number 19994.

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

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

Manufacturer: Thrall Car Manufacturing Company  
2521 State Street  
Chicago, Illinois 60411

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

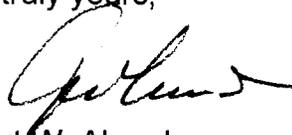
*Country - Detroit*

Mr. Vernon A. Williams  
May 30, 1996  
Page 2

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.

Very truly yours,

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

Robert W. Alvord

RWA/bg  
Enclosures

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

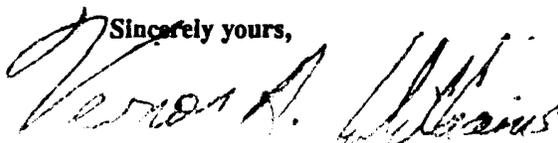
5/30/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

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 5/30/96 at 9:50AM, and assigned recordation number(s). 19994-C, 19995-II and 19995-I.

Sincerely yours,



Vernon A. Williams  
Secretary

Enclosure(s)

\$ 63.00 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-C

## TERMINATION OF AGREEMENT

THIS TERMINATION OF AGREEMENT, is made this 30th day of May 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, the Termination of Agreement, dated as of March 28, 1996, between Detroit Edison and Thrall, which terminated and cancelled the Agreement with respect to the equipment described therein, was filed for recordation with the STB on March 28, 1996; and

WHEREAS, the Termination of Agreement, dated as of April 29, 1996, between Detroit Edison and Thrall, which terminated and cancelled the Agreement with respect to the equipment described therein, was filed for recordation with the STB on April 29, 1996; 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 May 30, 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 C. Walk  
Its Vice President-Finance

STATE OF Michigan )  
 )  
COUNTY OF Wayne )

On this, the 24th day of May, 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.

Pearle E. Kotter  
Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: **PEARLE E. KOTTER**  
Residing in \_\_\_\_\_ **Notary Public, Macomb County, MI**  
**My Commission Expires June 23, 1997**

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

On this, the \_\_\_\_ day of May, 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**

207 4530 Cubic Foot Aluminum-bodied, Doubletub Gondola Railcars

DEEX 6517,  
DEEX 6651,  
DEEX 6653,  
DEEX 6657 through  
DEEX 6658, inclusive  
DEEX 6796,  
DEEX 6799,  
DEEX 6808,  
DEEX 6815,  
DEEX 6822,  
DEEX 6833,  
DEEX 6835 through  
DEEX 6837, inclusive  
DEEX 6840 through  
DEEX 6877, inclusive  
DETX 1001 through  
DETX 1126, inclusive  
DETX 1129,  
DETX 1133 through  
DETX 1140, inclusive  
DETX 1142 through  
DETX 1160, inclusive  
DETX 1169