

WHITE & CASE

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NEW YORK, NEW YORK 10036-2787

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20-5, ICHIBANCHO, CHIYODA-KU, TOKYO  
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50 RAFFLES PLACE, SINGAPORE  
CUMHURİYET CAĐDESİ 12/10, İSTANBUL  
ZIYA UR RAHMAN CAĐDESİ 17/5, ANKARA  
2013 WALI AL-AHD (P.O. BOX 2256), JEDDAH

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DME: DL INTERSTATE COMMERCE COMMISSION

JUN 20 1990 4:30 PM

June 20, 1990

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JUN 20 1990 3:00 PM

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Office of the Secretary  
Recordation Unit  
Room 2303  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, DC 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are one original and one certified true copy of each of the documents described below, to be recorded pursuant to § 11303 of Title 49 of the U.S. Code.

The first document, Lease Agreement, dated as of May 1, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

Connell Finance Company, Inc.  
45 Cardinal Drive  
Westfield, NJ 07092

Coal Supply Corporation  
45 Cardinal Drive  
Westfield, NJ 07092

*Hesson*  
*Hesson*

The second document, Lease Assignment, dated as of May 1, 1990, is a secondary document. The primary document to which this is connected is the Lease Agreement, listed above. The names and addresses of the parties to such document are as follows:

*Handwritten notes and signatures on the left margin.*

The Connecticut Bank and Trust Company,  
National Association  
One Constitution Plaza  
Hartford, CT 06115

Connell Finance Company, Inc.  
45 Cardinal Drive  
Westfield, NJ 07092

We request that this Lease Assignment be cross-indexed.

The third document, Assignment, Assumption, Acknowledgment, and Agreement, dated as of May 1, 1990, is a secondary document. The primary document to which this is connected is the Lease Agreement, listed above. The names and addresses of the parties to such documents are as follows:

Consumers Power Company  
212 West Michigan Avenue  
Jackson, MI 49201

Coal Supply Corporation  
45 Cardinal Drive  
Westfield, NJ 07092

Connell Finance Company, Inc.  
45 Cardinal Drive  
Westfield, NJ 07092

The Connecticut Bank and Trust Company,  
National Association  
One Constitution Plaza  
Hartford, CT 06115

We request that this Assignment, Assumption, Acknowledgment, and Agreement be cross-indexed.

The fourth document, Trust Indenture, Mortgage and Security Agreement, dated as of May 1, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

Connell Finance Company, Inc.  
45 Cardinal Drive  
Westfield, NJ 07092

The Connecticut Bank and Trust Company,  
National Association  
One Constitution Plaza  
Hartford, CT 06115

The fifth document, Memorandum of Coal Supply Service Agreement, dated as of May 1, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

Coal Supply Corporation  
45 Cardinal Drive  
Westfield, NJ 07092

Consumers Power Company  
212 West Michigan Avenue  
Jackson, MI 49201

The sixth document, Memorandum of Coal Supply Service Agreement Supplement No. 1, dated June 20, 1990, is a secondary document. The primary document to which this is connected is the Memorandum of Coal Supply Service Agreement, listed above. The names and addresses of the parties to such document are as follows:

Coal Supply Corporation  
45 Cardinal Drive  
Westfield, NJ 07092

Consumers Power Company  
212 West Michigan Avenue  
Jackson, MI 49201

A description of the equipment covered by each of these documents follows: 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers CSCX 3001-3190 (inclusive).

A filing fee of \$90 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the documents to appear in the index follows:

Lease Agreement dated as of May 1, 1990 between Connell Finance Company, Inc., as Lessor, and Coal Supply Corporation, as Lessee, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers CSCX 3001-3190 (inclusive).

Lease Assignment dated as of May 1, 1990 between The Connecticut Bank and Trust Company, National Association, as Assignee, and Connell Finance Company, Inc., as Assignor, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars and connected to Lease Agreement dated as of May 1, 1990 between Connell Finance Company, Inc., as Lessor, and Coal Supply Corporation, as Lessee, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive).

Assignment, Assumption, Acknowledgment, and Agreement dated as of May 1, 1990 among Consumers Power Company, Inc., Coal Supply Corporation and The Connecticut Bank and Trust Company, National Association, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive).

Trust Indenture, Mortgage and Security Agreement dated as of May 1, 1990 between Connell Finance Company, Inc., as Owner, and The Connecticut Bank and Trust Company, National Association, as Trustee, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive).

Memorandum of Coal Supply Service Agreement dated as of May 1, 1990 between Coal Supply Corporation, as Contractor, and Consumers Power Company, as Customer, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive).

Memorandum of Coal Supply Service Agreement Supplement No. 1 dated June 20, 1990 between Coal Supply Corporation, as Contractor, and Consumers Power Company, as Customer, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive), and connected to Coal Supply Service Agreement entered into as of May 1, 1990

between Coal Supply Corporation, as Contractor, and  
Consumers Power Company, as Customer.

Very truly yours,

A handwritten signature in dark ink, appearing to read "D. M. Eisenberg", written over a horizontal line.

David M. Eisenberg

Enclosures

cc: J. Truman Bidwell, Jr., Esq.  
Donna M. Mazzaferro, Esq.

JUN 20 1990 -2:22 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT, ASSUMPTION, ACKNOWLEDGMENT, AND AGREEMENT dated as of May 1, 1990, among CONSUMERS POWER COMPANY, a Michigan corporation (hereinafter called "Consumers"), COAL SUPPLY CORPORATION, a New Jersey corporation (hereinafter called "Coal Supply"), CONNELL FINANCE COMPANY, INC., a New Jersey corporation (hereinafter called the "Lessor"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as trustee under the Indenture defined below (hereinafter together with its successors and assigns hereunder being called the "Trustee").

WHEREAS, the Lessor is purchasing 190 110-ton aluminum/steel BethGon coalporter gondola cars, bearing the road numbers of Coal Supply CSCX 3001 through CSCX 3190 (hereinafter called the "Equipment");

WHEREAS, the Lessor is leasing the Equipment to Coal Supply pursuant to a Lease Agreement dated as of the date hereof and a supplement thereto (hereinafter collectively called the "Lease");

WHEREAS, Coal Supply will employ the Equipment to provide certain services to Consumers pursuant to a Coal Supply Service Agreement of even date with the Lease (the "Coal Supply Service Agreement") and a Coal Supply Service Agreement Supplement No. 1 covering the Equipment ("Supplement No. 1") (said Coal Supply Service Agreement as it relates to the Equipment and to said Supplement No. 1 and said Supplement No. 1 being hereinafter collectively called the "Coal Agreements");

WHEREAS, it is contemplated that certain obligations of Coal Supply under the Lease will be satisfied by the performance by Consumers of its obligations under the Coal Agreements;

WHEREAS, the Lessor is assigning its interests in the Equipment and certain of its interests in the Lease to the Trustee as security for the obligations of the Lessor under the Trust Indenture, Mortgage, and Security Agreement dated as of the date hereof (hereinafter called the "Indenture") between the Lessor and the Trustee, and the promissory notes issued thereunder (hereinafter called the "Notes");

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

## SECTION ONE

### ASSIGNMENT OF LEASEHOLD INTEREST

1.1 Assignment. As security for its obligations to Consumers under the Coal Agreements and hereunder, Coal Supply hereby grants to Consumers a security interest in and assigns to Consumers all of its right, title, and interest as lessee under the Lease. This grant and assignment is limited to the leasehold interest of Coal Supply under the Lease, and such leasehold interest is and shall be subject to the rights of the Lessor as lessor thereunder and the rights of the Trustee as assignee of the Lessor.

This grant and assignment is for security only, and unless and until there has occurred an assumption by Consumers pursuant to the terms hereof, Coal Supply shall be entitled to the use and enjoyment of the Equipment and all rights and privileges of the lessee under the Lease, subject, however, to the rights of Consumers under the Lease and the Coal Agreements. Upon an assumption by Consumers pursuant to the terms hereof, Consumers shall immediately and without further act be entitled to such use, enjoyment, rights, and privileges, and shall be entitled to all rights and remedies of a secured party under the Uniform Commercial Code and an assignee under section 11303 of the Interstate Commerce Act.

## SECTION TWO

### ASSUMPTION OF LEASE

2.1 Assumption of Lease. Consumers hereby assumes the obligations of Coal Supply under the Lease (including, without limitation, and subject to the provisions of Section 2.4 hereof, those obligations set forth in Sections 15(b) and (c) thereof), with the same force and effect as if Consumers were named lessee under the Lease, except as follows:

(a) Consumers shall not be responsible for the obligations of the lessee under Section 8 or Section 2 of the Lease to keep or return, as the case may be, the

Equipment free and clear of claims, liens, security interests and encumbrances arising from or through Coal Supply and for which Consumers is not otherwise responsible under the Coal Agreements, but Consumers shall be responsible under said sections for all other claims, liens, security interests and encumbrances required to be discharged by the lessee thereunder; and

(b) Consumers shall not be responsible for the obligations of the lessee under Section 5 or Section 2 (with respect to the condition and repair of the Equipment upon return) of the Lease (except to the extent it is responsible for such obligations under the Coal Agreements), nor shall it be responsible for the obligations of the lessee under the first sentence of Section 7(a) or under Section 7(d) of the Lease.

The obligations of Consumers under the Lease shall not be qualified by any limitation on the obligations of Consumers under the Coal Agreements, whether by force majeure or otherwise, by any failure of performance or breach by Coal Supply thereunder or under the Lease, or any other reason whatsoever.

2.2 Release. The Lessor and the Trustee as assignee of the Lessor hereby release Coal Supply from its obligations as lessee under the Lease, to the extent only of the assumption of such obligations by Consumers pursuant to the terms hereof, and the Lessor and the Trustee agree to look only to Consumers for performance of the obligations so assumed. The Lessor and the Trustee further agree that Coal Supply shall be released of its obligations as lessee under the Lease which have not been assumed by Consumers hereunder to the extent it would not be responsible therefor under the Coal Agreements but failure to perform any such obligation shall nevertheless be the basis of an Event of Default under the Lease.

2.3 Quiet Enjoyment. The Lessor, and the Trustee as assignee of the Lessor, each confirms to Consumers and Coal Supply that:

(a) in the enforcement of the Lease, each shall be bound by the terms of the quiet enjoyment provisions set forth in Section 3(a) of the Lease, and

(b) so long as no Event of Default exists under the Lease, Consumers shall have the right of quiet

enjoyment set forth in Section 5 of the Coal Supply Service Agreement,

it being understood and agreed that in case of an Event of Default under the Lease attributable to either Coal Supply or Consumers, as more fully set forth in Section 2.4 hereof, all of such rights of quiet enjoyment shall cease, and the Lessor, or the Trustee as assignee of the Lessor, shall have the right to terminate the Lease and exercise the remedies thereunder, subject to the provisions of Section 2.5 hereof.

2.4 Event of Default. For the purpose of determining the occurrence or existence of an Event of Default under Section 14 of the Lease, the term "Lessee," as used in said Section 14, shall be deemed to refer to Consumers and Coal Supply as follows:

(a) clauses (a) and (b) of said Section 14 shall refer only to Consumers;

(b) clause (c) of said Section 14 shall refer to Consumers with respect to obligations assumed by Consumers hereunder, and otherwise shall refer to Coal Supply; and

(c) clauses (d), (e), and (f) shall include both Consumers and Coal Supply, or either of them;

and upon the occurrence and during the continuance of any such Event of Default, the Lessor, or the Trustee, as assignee of the Lessor, shall have the right to terminate the Lease and exercise the remedies thereunder (subject to the provisions of Section 2.5 hereof) but any action for damages or claim for deficiency shall be taken or made only against the party to which such Event of Default relates.

2.5 Cure. In case any Default (as defined in the Lease) shall have occurred and be continuing due to the failure of Coal Supply to perform any of its obligations not assumed by Consumers hereunder, the Trustee or the Lessor shall promptly notify Consumers thereof. Provided that Consumers shall have given the Lessor prior written notice of its intent to cure any such Default and the Lessor shall have within two Business Days of its receipt of such written notice, either: (i) expressed in writing its intent not to exercise its cure rights under the Lease or the Indenture (it being agreed that the failure of Lessor to respond to such written notice within said period shall be deemed to constitute such intent) or (ii) expressed in writing its

intent to cure such Default but shall not have diligently commenced any such cure within 5 days of the giving of such notice by the Lessor to Consumers, then in either such case Consumers may perform such obligation within 30 days of such notice from the Trustee or the Lessor (or such longer period contemplated by Section 14(c) of the Lease if Consumers shall have "diligently commenced to cure such failure", as such phrase is used therein) (and during such 30-day period or such longer period, as the case may be, the Lessor and the Trustee shall be prohibited from terminating the Lease or exercising any remedies thereunder), and such performance shall be deemed performance by the lessee thereunder. As used in this paragraph, the term "Business Day" shall mean any day, other than a Saturday or a Sunday or other day on which the banks in the State of Michigan or New Jersey are authorized or obligated to remain closed.

In case any Event of Default (as defined in the Lease) shall have occurred and be continuing due to a failure of Coal Supply to perform any of its obligations not assumed by Consumers hereunder or due to an Event of Default attributable to Coal Supply under clause (d), (e) or (f) of Section 14 of the Lease, the Trustee or the Lessor shall promptly notify Consumers thereof. Consumers may assume all obligations of Coal Supply under the Lease by a suitable instrument delivered to the Lessor and the Trustee within ten days after Consumers has received notice of such Event of Default (and during such ten-day period the Lessor and the Trustee shall be prohibited from terminating the Lease or exercising any remedies under the Lease), and upon any such assumption (i) Consumers shall be regarded as lessee under the Lease for all purposes and shall have all rights and privileges pertaining thereto, without regard for any failure of performance, inaccuracy of representation, or financial condition by or of Coal Supply, and (ii) the Lessor and the Trustee shall forbear exercising remedies under the Lease in respect of such Event of Default.

In case any Event of Default under Section 6(c) of the Coal Supply Service Agreement as it relates to the Equipment or the Supplement No. 1 shall have occurred and be continuing which does not constitute an Event of Default (as defined in the Lease) under the Lease, Consumers may, at any time, assume all obligations of Coal Supply under the Lease by a suitable instrument delivered to the Lessor and the Trustee, and upon any such assumption Consumers shall be regarded as lessee under the Lease for all purposes, and shall have all rights and privileges appertaining thereto,

without regard for any failure of performance, inaccuracy of representation, or financial condition by or of Coal Supply.

Coal Supply shall pay to Consumers, on demand, the amount of the costs and expenses incurred by Consumers in connection with any cure by Consumers of a Default of Coal Supply as contemplated by this Section 2.5, together with interest on such amount for the period outstanding at the rate of 10% per annum; provided, however, that the liability of Coal Supply to Consumers in respect of any failure of Coal Supply to fulfill its obligations under Section 5 of the Lease shall be limited by the provisions of Section 6(c) of Supplement No. 1. Consumers shall not have any right of subrogation to the rights and remedies of the Lessor or the Trustee under the Lease, but shall have the remedies available under Section 1.1 hereof.

2.6 Further Assumption. If at any time, so long as an Event of Default shall not exist under the Lease, Consumers may (with the prior written consent of Coal Supply) assume all obligations of the lessee under the Lease by a suitable instrument delivered to the Lessor and the Trustee, accompanied by a waiver of all interest in the Lease and the Equipment by Coal Supply, and, upon any such assumption, Consumers shall be regarded as lessee under the Lease for all purposes, and shall have all rights and privileges appertaining thereto, without regard for any failure of performance, inaccuracy of representation, or financial condition by or of Coal Supply.

2.7 Fulfillment of Obligations. Coal Supply, the Lessor and the Trustee hereby acknowledge and agree that (i) the fulfillment or satisfaction by Consumers of any of its obligations under the Coal Agreements shall constitute the fulfillment or satisfaction of any corresponding obligation of Coal Supply and/or Consumers under the Lease and (ii) the fulfillment or satisfaction by Consumers of any obligation under the Lease shall constitute the fulfillment or satisfaction by Consumers of any corresponding obligation under the Coal Agreements.

### SECTION THREE

#### ACKNOWLEDGMENTS OF ASSIGNMENT

3.1 Acknowledgment of Assignment of the Lease. Consumers and Coal Supply each hereby acknowledges the assignment by the Lessor of the Lease and all payments,

including all payments of rent, due and to become due thereunder (except amounts in respect of Excepted Rights, as defined in the Indenture), to the Trustee and agrees:

(a) to make all payments due and to become due under the Lease (except amounts in respect of Excepted Rights, as aforesaid), or payments under the Coal Supply Service Agreement which pursuant to Section 2.7 hereof discharge the payment obligations under the Lease, directly to the Trustee at the office of the Trustee at

One Constitution Plaza  
Hartford, Connecticut 06115,  
CONN BK HTFD  
ABA #0119-0057-1  
CTRIBF = CBT Corp. Trust Dept.  
A/C 000-089-2  
BBI - Coal Supply Corporation

or at such other address as shall be designated from time to time by the Trustee by notice to Consumers, until the Trustee shall have notified Consumers that the indebtedness of the Lessor under the Notes and the Indenture has been fully paid;

(b) that, until the receipt of notice from the Trustee, as aforesaid, that the indebtedness under the Notes and the Indenture shall have been paid, (i) the Trustee shall be entitled to the benefit of all covenants and obligations (except in respect of Excepted Rights) to be performed by Coal Supply or by Consumers under the Lease as if named therein as lessor, (ii) all rights of the Lessor under the Lease (except Excepted Rights) shall be exercisable by the Trustee, as assignee and secured party, (iii) and such rights shall not be subject to any defense, counterclaim, or set-off against the Trustee that Consumers or Coal Supply may have or assert against the Lessor or any other party;

(c) that the Trustee shall not be or become subject to any liability of the Lessor under the Lease;

(d) that the terms "Lessor Assignee," "Secured Party," and "Security Document," as used in the Lease, shall mean and refer to the Trustee and the holders of the Notes, the Trustee, and the Indenture, respectively;

(e) to obtain the consent or approval of the Trustee prior to taking any action for which the consent or approval of the lessor is required by the terms of the Lease, except in respect of Excepted Rights; and

(f) to send copies or counterparts of all notices, reports, and other communications required or permitted by the Lease to the Trustee, except in respect of Excepted Rights.

3.2 Coal Agreements. Consumers acknowledges that the Trustee and the Lessor are encompassed by the term "Contractor Party" in the Coal Agreements, and that the Trustee and the Lessor are entitled to receive the reports required by Section 4(c) of the Coal Supply Service Agreement.

3.3 Acknowledgment of Assignment of Leasehold Interest. The Lessor and the Trustee each hereby acknowledges the assignment of certain of the obligations of Coal Supply under the Lease to Consumers, as set forth herein, and each agrees:

(a) to obtain the written consent of Consumers prior to any amendment, alteration, modification, supplement, waiver or termination of the Lease and prior to taking any action for which the consent or approval of the lessee is required by the terms of the Lease;

(b) promptly to notify Consumers of any Default or Event of Default under the Lease of which it shall have knowledge;

(c) to send copies or counterparts of all other notices, reports, and other communications required or permitted by the Lease to Consumers; and

(d) so long as the Lease or the Coal Agreements shall remain in effect, to obtain the written consent of Consumers prior to any amendment, modification or supplement of the Indenture which would adversely affect any rights or financial or other interests of Consumers.

## SECTION FOUR

### OWNERSHIP OF COAL SUPPLY CORPORATION

4.1 Transfer of Ownership of Coal Supply Corporation. The parties hereto acknowledge that all of the capital stock of Coal Supply is subject to the Stock Option Agreement dated as of the date hereof between the Lessor and Consumers.

Consumers agrees that if Consumers or any Affiliate (as defined in the Stock Option Agreement) of Consumers should exercise its rights under said Stock Option Agreement or otherwise acquire the capital stock of Coal Supply, it will not sell, transfer, or assign such capital stock (other than to an Affiliate), without the prior written consent of the Trustee, unless and until Consumers shall have assumed all obligations of Coal Supply under the Lease pursuant to the terms hereof.

4.2 Stock Option Agreement. The Lessor agrees that its covenants set forth in section 6(a)(vii) of the Stock Option Agreement shall be for the benefit of the Trustee and the holders of the Notes and may be enforced by the Trustee on behalf of such holders, and that breach thereof shall be regarded as a default under the Indenture.

## SECTION FIVE

### MISCELLANEOUS

5.1 Method of Notice. All communications and notices provided for herein shall be in writing and shall become effective upon receipt and shall be addressed to such party at its address set forth in any written agreement entered into in connection with the transactions contemplated hereby or such other address that any party shall designate by notice to the others.

5.2 Inaccuracy of Representations and Warranties. Consumers confirms that the representations and warranties of Consumers made in the Coal Supply Service Agreement are made for the benefit of Coal Supply and its successors and permitted assigns, and the Lessor, the Trustee, and the holders of the Notes, and such parties are entitled to rely thereon. Any inaccuracy of such representations shall constitute an "Event of Default" under clause (d) of Section 14 of the Lease, as if made by the lessee thereunder.

5.3 Knowledge of Default. Consumers promptly shall notify the Trustee of any "Default" under the Lease of which Consumers shall have knowledge.

5.4 Enforceability. This agreement shall be enforceable by the parties hereto and their respective successors and permitted assigns, and shall not otherwise be construed to confer any benefits on any other parties as third-party beneficiaries or otherwise, except the holders of the Notes.

5.5 Recourse. This agreement is solely a corporate obligation of the parties hereto and no recourse shall be had in respect of any obligation, covenant, or agreement of this agreement, or referred to herein, against any stockholder, incorporator, director, or officer, as such, past, present, and future, of such parties or any Affiliate thereof and their respective successors and permitted assigns by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of statute or otherwise.

5.6 Invalidity of Provisions; Law Governing. The parties hereto acknowledge that this agreement has been delivered in the State of New York, and shall be governed by and construed in accordance with the laws of said state. Any provision of the Lease or this agreement that may be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the obligations of Consumers thereunder and hereunder, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision or the provisions thereof or hereof in any other jurisdiction.

5.7 Counterparts. This agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.

5.8 Effectiveness. Although this agreement is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth in the notaries' acknowledgments hereto annexed, and this agreement shall be effective on the latest of such dates.

1

IN WITNESS WHEREOF, the parties hereto have each caused this agreement to be duly executed by their respective officers thereunto duly authorized.

CONSUMERS POWER COMPANY

By 

Date \_\_\_\_\_

COAL SUPPLY CORPORATION

By \_\_\_\_\_

Date \_\_\_\_\_

CONNELL FINANCE COMPANY, INC.

By \_\_\_\_\_

Date \_\_\_\_\_

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as trustee under the  
Indenture

By \_\_\_\_\_

Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have each caused this agreement to be duly executed by their respective officers thereunto duly authorized.

CONSUMERS POWER COMPANY

By \_\_\_\_\_

Date \_\_\_\_\_

COAL SUPPLY CORPORATION

By  \_\_\_\_\_

Date \_\_\_\_\_

CONNELL FINANCE COMPANY, INC.

By  \_\_\_\_\_

Date \_\_\_\_\_

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as trustee under the  
Indenture

By \_\_\_\_\_

Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have each caused this agreement to be duly executed by their respective officers thereunto duly authorized.

CONSUMERS POWER COMPANY

By \_\_\_\_\_

Date \_\_\_\_\_

COAL SUPPLY CORPORATION

By \_\_\_\_\_

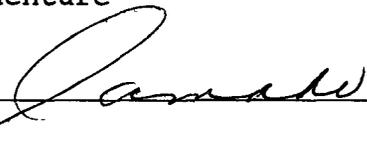
Date \_\_\_\_\_

CONNELL FINANCE COMPANY, INC.

By \_\_\_\_\_

Date \_\_\_\_\_

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as trustee under the  
Indenture

By  \_\_\_\_\_

Date \_\_\_\_\_

STATE OF MICHIGAN     )  
                                  )    ss.:  
COUNTY OF *Jackson*    )

On this 19<sup>th</sup> day of June, 1990, before me personally appeared Blake O. Fisher, Jr., to me personally known, who, by me being duly sworn, says that he is a Vice President of CONSUMERS POWER COMPANY, and that the foregoing instrument was signed on behalf of said company 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 company.

*Marla A. Fall*

Notary Public

My commission expires

MARLA A. FALL  
NOTARY PUBLIC, Jackson County, Michigan  
My Commission Expires December 5, 1990

