

WHITE & CASE

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WASHINGTON, D.C.
333 SOUTH HOPE STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD, MIAMI
20 PLACE VENDÔME, PARIS
66 GRESHAM STREET, LONDON
BIRGER JARLSGATAN 14, STOCKHOLM

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-2787
(212) 819-8200
FACSIMILE (212) 354-8113
TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO
15 QUEEN'S ROAD CENTRAL, HONG KONG
50 RAFFLES PLACE, SINGAPORE
CUMHURİYET CADDESİ 12/10, İSTANBUL
ZIYA UR RAHMAN CADDESİ 17/5, ANKARA
2013 WALI AL-AHD (P.O. BOX 2256), JEDDAH

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DME: DL INTERSTATE COMMERCE COMMISSION

JUN 20 1990 9:00 PM

June 20, 1990

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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

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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, including a large signature at the bottom.

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).

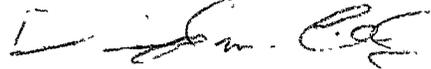
Trust Indenture, Mortgage and Security Agreement dated as of May 1, 1990 between Connell Finance Company, Inc., as Owner, and The Connecticut Bank and Trust Company, National Association, as Trustee, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive).

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 "David M. Eisenberg", written in a cursive style.

David M. Eisenberg

Enclosures

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

JUN 20 1990 -2 20 PM

INTERSTATE COMMERCE COMMISSION

MEMORANDUM OF COAL SUPPLY SERVICE AGREEMENT

Memorandum of Coal Supply Service Agreement dated as of May 1, 1990 by and between COAL SUPPLY CORPORATION, a New Jersey corporation (the "Contractor") and CONSUMERS POWER COMPANY, a Michigan corporation (the "Customer").

WITNESSETH:

1. Contractor and Customer have concurrently herewith entered into that certain Coal Supply Service Agreement dated as of May 1, 1990 (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 Transportation Service and/or Coal Handling Service under the Coal Supply Service Agreement by the execution of a Coal Supply Service Agreement Supplement.

3. The Coal Supply Service Agreement shall be effective as of the date first set forth hereinabove and shall be subject to the Service Term as defined in Section 1 thereof.

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

"Coal Handling Facilities" shall mean any coal loading and unloading facilities and any conveyors or tractors or any other equipment used or useful in the movement of coal, as may be described in any Coal Supply Service Agreement Supplement.

"Coal Handling Service" shall mean the provision and maintenance throughout the applicable Terms (as defined in Section 1 of the Coal Supply Service Agreement) of Coal Handling Facilities and services ancillary thereto as and to the extent agreed to in writing by Contractor and Customer in the Coal Supply Service Agreement and in any Coal Supply Service Agreement Supplement.

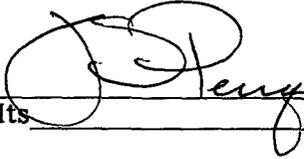
"Coal Supply Service Agreement Supplement" shall mean a supplement to the Coal Supply Service Agreement substantially in the form of Exhibit A attached thereto and made a part thereof.

"Coal Transportation Service" shall mean the provision and maintenance throughout the applicable Terms (as defined in Section 1 of the Coal Supply Service Agreement) of Equipment and services ancillary thereto as and to the extent agreed to in writing by Contractor and Customer in the Coal Supply Service Agreement and in any Coal Supply Service Agreement Supplement.

"Equipment" shall mean such number of open top hopper cars or gondola cars having the specifications described in the Coal Supply Service Agreement Supplement to which such Equipment relates as may be necessary for Contractor to perform the Coal Transportation Service.

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.

COAL SUPPLY CORPORATION

By  _____
Its _____

CONSUMERS POWER COMPANY

By _____
Its _____

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.

COAL SUPPLY CORPORATION

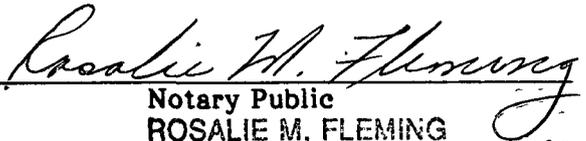
By _____
Its _____

CONSUMERS POWER COMPANY

By *RJ Michaelson*
Its VICE PRESIDENT

STATE OF New Jersey)
) SS.
COUNTY OF Union)

On this 19th day of June, 1990 before me personally appeared Jonathan S. Perry to me personally known, who being by me duly sworn, says that he is a Vice President of COAL SUPPLY CORPORATION, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of said instrument was his free act and deed.


Notary Public
ROSALIE M. FLEMING
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 13, 1995

[SEAL]

Commission expires:

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of June, 1990 before me personally appeared _____ to me personally known, who being by me duly sworn, says that [s]he is the _____ of CONSUMERS POWER COMPANY, that the foregoing instrument was signed on behalf of said company, and [s]he acknowledged that the execution of said instrument was his/her free act and deed.

Notary Public

[SEAL]

Commission expires:

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of June, 1990 before me personally appeared _____ to me personally known, who being by me duly sworn, says that he is a _____ of COAL SUPPLY CORPORATION, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of said instrument was his free act and deed.

Notary Public

[SEAL]

Commission expires:

STATE OF Michigan)
) SS.
COUNTY OF Jackson)

On this 19th day of June, 1990 before me personally appeared Robert J. Nicholson to me personally known, who being by me duly sworn, says that [s]he is the Vice President of CONSUMERS POWER COMPANY, that the foregoing instrument was signed on behalf of said company, and [s]he acknowledged that the execution of said instrument was his/her free act and deed.

Dorothy M. Fowler
Notary Public

DOROTHY M FOWLER
Notary Public, Jackson County, MI
My Comm Expires Sept 4, 1991

[SEAL]

Commission expires: