

WHITE & CASE

1747 PENNSYLVANIA AVENUE N W  
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  
CUMHURIYET CADDESI 12/10 ISTANBUL  
ZIYA UR RAHMAN CADDESI 17/5 ANKARA  
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

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DME:DLR INTERSTATE COMMERCE COMMISSION

JUN 20 1990 9:00 PM

June 20, 1990

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16899 FILED

16899 B

0-171A038

16899 A

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

*Benson*  
*Benson*

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:

*Original (copy)*  
*16899*

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).

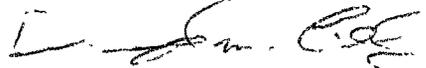
Trust Indenture, Mortgage and Security Agreement dated as of May 1, 1990 between Connell Finance Company, Inc., as Owner, and The Connecticut Bank and Trust Company, National Association, as Trustee, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive).

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,



David M. Eisenberg

Enclosures

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

16899-*E*

REGISTRATION NO \_\_\_\_\_ FILED 1425

JUN 20 1990 -2 20 PM

INTERSTATE COMMERCE COMMISSION

**MEMORANDUM OF COAL SUPPLY SERVICE AGREEMENT SUPPLEMENT NO. 1**

Memorandum of Coal Supply Service Agreement Supplement No. 1 dated June 20, 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. 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. 1 dated June 20, 1990 (the "Supplement No. 1") by and between Customer and Contractor, Coal Transportation Service with respect to 190 110-ton aluminum/steel Bethgon Coalporter railroad cars bearing the railroad reporting markings set forth on Exhibit A.

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

5. 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.

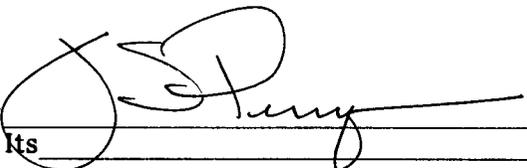
"Coal Supply Service Agreement Supplement" shall mean a supplement to the Coal Supply Service Agreement substantially in the form of Exhibit A attached thereto and made a part thereof.

**"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 *R. J. Nicholson*  
Its VICE PRESIDENT

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

On this 19<sup>th</sup> 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.

*Rosalie M. Fleming*  
\_\_\_\_\_  
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.

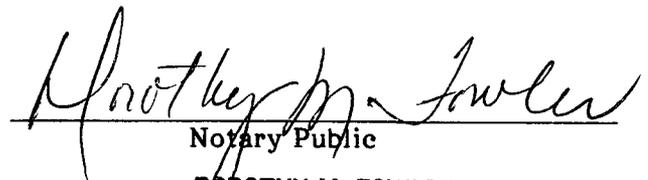
\_\_\_\_\_  
Notary Public

[SEAL]

Commission expires:

STATE OF Michigan )  
 ) SS.  
COUNTY OF Jackson )

On this 19<sup>th</sup> 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.

  
\_\_\_\_\_  
Notary Public

[SEAL]

Commission expires:

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

**EXHIBIT A**

**Quantity of  
Coal Cars**

**190**

**Car Numbers**

**CSCX 3001-3190  
(inclusive)**

**Type of  
Coal Cars**

**110-Ton  
Aluminum/Steel  
Bethgon Coalporter Cars**