

RECORDATION NO. 23693-A FILED

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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OCT 24 '01 3-25 PM
TS
SURFACE TRANSPORTATION BOARD

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WASHINGTON, D.C. 20006-4103
202-296-8600

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312-750-8600

SUSAN G. LICHTENFELD

October 23, 2001

Via Overnight Delivery

Mr. Vernon A. Williams
Secretary
Office of the Secretary
The Surface Transportation Board
1925 K Street, N.W.
Room 714
Washington, D.C. 20423



Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three original executed copies and two photostatic copies of a Termination of Agreement, dated as of October 1, 2001 (the "Termination Agreement") between Johnstown American Corporation and Northern Indiana Public Service Company, which Termination Agreement is a secondary document as defined in the Commission's Rules for the Recordation of Documents. The Termination Agreement relates to that certain Memorandum of Interim User Agreement, dated as of September 10, 2001 (the "Memorandum") between Johnstown America Corporation, as Owner, and Northern Indiana Public Service Company, as User, which Memorandum was duly recorded and filed, pursuant to 49 U.S.C. Section 11301, with the Surface Transportation Board on October 11, 2001 and assigned recordation number 23693.

The names and addresses of the parties to the enclosed Termination of Agreement are:

Owner: Johnstown America Corporation
17 Johns Street
Johnstown, Pennsylvania 15901

User: Northern Indiana Public Service Company
801 E. 86th Avenue
Merrillville, Indiana 46410

A description of the railroad equipment covered by the enclosed document is set forth in the Termination of Agreement.

Mr. Vernon A. Williams
October 23, 2001
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Also enclosed is a check in the amount of \$28.00 payable to the order of The Surface Transportation Board covering the recordation fee.

Kindly return two stamped original copies, two stamped photostatic copies of the enclosed document and the stamped photostatic copies of this letter to Susan Lichtenfeld at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

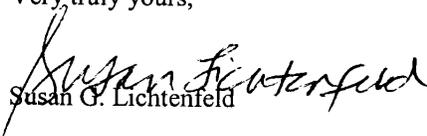
Document to be Recorded

Termination of Agreement, dated as of October 1, 2001, between Johnstown America Corporation and Northern Indiana Public Service Company, which relates to and terminates the Memorandum of Interim User Agreement dated as of September 10, 2001.

Primary Documents to Which it Relates

Memorandum of Interim User Agreement, dated as of September 10, 2001, between Johnstown America Corporation, as Owner, and Northern Indiana Public Service Company, as User, duly recorded and filed, pursuant to 49 U.S.C. § 11301, with the Surface Transportation Board on October 11, 2001 and assigned Recordation Number 23693.

Very truly yours,


Susan G. Lichtenfeld

SGL/vgc
Enclosure
cc: Robert W. Kleinman

RECORDATION NO. 23693-A

OCT 24 '01 3-25 PM

SURFACE TRANSPORTATION BOARD

TERMINATION OF AGREEMENT

THIS TERMINATION OF AGREEMENT (this "Termination"), is made this 1st day of October, 2001, by and between JOHNSTOWN AMERICA CORPORATION, a Delaware corporation ("Johnstown"), and NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation ("User").

WHEREAS, Johnstown and User are parties to an Interim User Agreement, dated as of September 10, 2001 (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 October 11, 2001, at 12:21 p.m. and given Recordation Number 23693; and

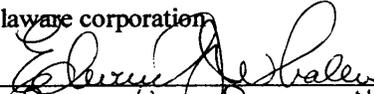
WHEREAS, Johnstown and User desire to terminate and cancel the Agreement with respect to the equipment described herein and to record such termination and cancellation with the STB;

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

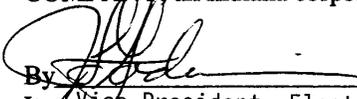
1. User and Johnstown hereby terminate and cancel the Agreement, effective as of the date this Termination is filed with the STB with respect to the equipment described on Schedule 1 attached hereto (hereinafter, the "Terminated Equipment"), and User and Johnstown hereby agree that no rights, duties 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 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 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, Johnstown and User have caused this Termination to be executed as of the day and year first above written.

JOHNSTOWN AMERICA CORPORATION, a
Delaware corporation

By 
Its SENIOR VICE PRESIDENT MARKETING SALES

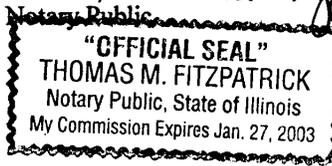
NORTHERN INDIANA PUBLIC SERVICE
COMPANY, an Indiana corporation

By 
Its Vice President, Electric Power Supply

STATE OF ILLINOIS
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF GAMBRIA COOK)

On this 25th day of SEPT, 2001, before me personally appeared EDWARD J. WHALEN, to me personally known, who, being by me duly sworn, says that he is the SUP of JOHNSTOWN AMERICA CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged before me that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas M. Fitzpatrick



My commission expires: _____

STATE OF INDIANA)
)
COUNTY OF Lake)

On this 20th day of September 2001, before me personally appeared J. L. Godwin to me personally known, who, being by me duly sworn, says that he is Vice President of NORTHERN INDIANA PUBLIC SERVICE COMPANY, that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged before me that the execution of the foregoing instrument was the free act and deed of said corporation.

Nancy L. Stucker
Notary Public

My commission expires May 11, 2008

NANCY L. STUCKER
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. MAY 11, 2008

**SCHEDULE 1
TO TERMINATION OF AGREEMENT
TERMINATED EQUIPMENT**

240 Aluminum BethGon Coalporter cars marked:

NORX 7000-NORX 7239 (both inclusive)