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AUG 23 '02

11:00 AM

August 21, 2002

SURFACE TRANSPORTATION BOARD

Barbara Sadler
Surface Transportation Board
Recordation Office
1925 K Street, N.W., Suite 70
Washington D.C. 20423

Dear Barbara,

Enclosed are two (2) originals of the **Release and Termination Agreement** dated as of August 6, 2002 between the following parties:

Names and address of the following parties:

Lessor: **THE CIT GROUP/EQUIPMENT FINANCING INC.**
1211 Avenue of the Americas, New York, NY 10036

Lessee: **EDISON MISSION MIDWEST HOLDINGS CO.**
125 S Clark St., Chicago, IL. 60603

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

Release and Termination Agreement between Lessor: **THE CIT GROUP/EQUIPMENT FINANCING INC.** and Lessee: **EDISON MISSION MIDWEST HOLDINGS, CO.**, covering 254 coal hoppers with reporting marks and numbers – CWEX 2554 – CWEX 44837, NOT INCLUSIVE.

Please file this memorandum as a SECONDARY document to Recordation #23970 dated 5/1/02 and return one (1) stamped original to my attention. A check covering the filing fee of thirty dollars (\$30.00) is enclosed.

If you have any questions regarding the filing, please feel free to call me at 800-634-9738 ext. 20100.

Thank you for your prompt assistance.

Sincerely,


Sherry Lewey



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Research/Development Coordinator

Enclosure

23970-A

AUG 23 02

11:00 AM

RELEASE AND TERMINATION AGREEMENT SURFACE TRANSPORTATION BOARD

This RELEASE AND TERMINATION AGREEMENT, dated August 6, 2002, (the "Agreement") is between and among C.I.T. Leasing Corporation ("CIT"), The CIT Group/Equipment Financing, Inc. ("CIT/EF"), Midwest Generation, LLC, ("MWG") and Edison Mission Midwest Holdings, Co. ("Holdings").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on May 1, 2002, CIT and MWG executed Rider 2 ("Rider 2") to the Lease Agreement dated as of June 30, 1997 between CIT/EF and Commonwealth Edison Co., whose interest was assigned to MWG on October 26, 1999 (the "Lease"); and

WHEREAS, the railcar equipment covered under Rider 2 consists of 254 Aluminum Bethgon Coalporter Cars built by Johnstown America Corporation in 1994 to specification #1400-682, with Car Numbers CWEX 2553 through 2817 (both inclusive), excluding the following 11 car numbers: 2562, 2579, 2589, 2625, 2633, 2646, 2648, 2653, 2667, 2760 and 2773 (the "Equipment"); and

WHEREAS, as an inducement to CIT to purchase the Equipment, Holdings executed a letter dated May 1, 2002 (the "Guaranty Letter") committing Holdings to execute a guaranty of MWG's obligations under Rider 2 within 90 days of the date of Holdings' execution of the Guaranty Letter unless MWG transferred its Lease obligations related to Rider 2 to a permissible replacement lessee as defined in Rider 2 (the "Replacement Lessee"); and

WHEREAS, Reliant Energy, Incorporated ("Reliant"), as Replacement Lessee, has agreed to lease each railcar of the Equipment from CIT/EF under a new lease on the terms contained in Schedule No 3 to the Master Railcar Lease between CIT/EF and Reliant dated as of July 2, 1998 (the "Replacement Lease") rather than accept a transfer of MWG's obligations under the Lease and CIT has agreed to accept Reliant as a Replacement Lessee. The Replacement Lease provides that Reliant has five days after delivery of each railcar of Equipment (the "5-Day Acceptance Period") to notify CIT/EF that the railcar is not in Interchange Condition (as defined in the Replacement Lease) and that it will not accept the railcar. For purposes of this Agreement, delivery date of the first 127 railcars is July 14, 2002 (the "First Delivery") and the next 124 railcars is July 19, 2002 (the "Second Delivery"), unless a different delivery date is agreed to by the parties, and the "Reliant Acceptance Date" with respect to any railcar shall be the earlier of 5 PM New York time on the day of loading of such railcar or 5PM New York time on the fifth day after the delivery date for such railcar to Reliant ; and

WHEREAS, CIT, MWG and Holdings wish to enter into this Release and Termination Agreement in order to terminate Rider 2, the Guaranty Letter and the Memorandum of Railcar Lease by and between CIT and MWG that was filed with the

Surface Transportation Board on May 1, 2002 (the "Memorandum of Lease") in order to release the security interest created thereby in the Equipment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Termination of Rider 2. CIT and MWG hereby agree that Rental payments for each railcar due under Rider 2 shall terminate as of the Reliant Acceptance Date for such railcar notwithstanding delivery of such railcar to Reliant. Provided however, if, with respect to any railcar, Reliant does not notify CIT/EF by the Reliant Acceptance Date that Reliant will not accept such railcar or that such railcar is not in Interchange Condition, CIT will credit MWG with an amount equal to the rent owing by MWG on any railcar during the 5-Day Acceptance Period. If, with respect to any railcar, Reliant notifies CIT/EF by the Reliant Acceptance Date that it will not accept such railcar, all of the terms and conditions of the Lease shall continue with respect to such railcar until such railcar has been accepted by Reliant. CIT, MWG and Holdings hereby agree that with respect to the railcars delivered in the First Delivery and the Second Delivery, Rider 2 shall be terminated in its entirety as of the Reliant Replacement Date, as defined below (except to the extent that Section 13 of the Lease provides for MWG's obligations to survive termination). The Reliant Replacement Date shall mean the date that 251 of the 254 items of Equipment have been accepted by Reliant. CIT, MWG and Holdings hereby agree that with respect to the remaining 3 railcars, Rider 2 shall be terminated in its entirety (except to the extent that Section 13 of the Lease provides for MWG's obligations to survive termination) as of the date that CIT has received \$900 for repairs to the top chords of the 3 railcars. Upon receipt of such amount, CIT hereby agrees that each railcar of Equipment that has been returned by MWG will be deemed to be returned in acceptable return condition in accordance with Section 20 of the Lease only if Reliant does not notify CIT/EF by the Reliant Acceptance Date that Reliant will not accept such railcar or that such railcar is not in Interchange Condition and to the extent that Reliant has not so notified CIT/EF, this Release and Termination Agreement will qualify as a Certificate of Return Acceptance as required under Section 20 with respect to such railcar of Equipment.

2. Termination of Guaranty Letter. CIT and Holdings hereby agree that the Guaranty Letter shall be terminated in its entirety as of the Reliant Replacement Date notwithstanding that three (3) items of Equipment may not have been accepted by Reliant. CIT further acknowledges and agrees that as of the Reliant Replacement Date, Holdings has no obligation to execute any guaranty in favor of CIT.

3. Termination of Memorandum of Lease Agreement. CIT and MWG hereby agree that the Memorandum of Lease is hereby terminated in its entirety, such termination to be effective as of the date (i) the 251 items of Equipment (identified on Schedule 1 and 2 attached hereto) have been accepted by Reliant and (ii) CIT has accepted the other 3 items of Equipment (identified on Schedule 3 attached hereto). CIT

and MWG further agree to file this Release and Termination Agreement with the STB in order to terminate the Memorandum of Lease Agreement. CIT further agrees, if requested by MWG, to execute such documents as may be necessary to terminate the Memorandum of Lease with respect to specific items of Equipment as they are accepted by Reliant and no longer subject to the Lease.

4. Documents That Remain in Effect. The Lease, minus Rider 2, as well as the Representations and Warranties Agreement between CIT and MWG, dated as of May 1, 2002, shall not be impacted by this Release and Termination Agreement but shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, CIT, MWG and Holdings have caused this Release and Termination Agreement to be duly executed on the date and year set forth in the opening paragraph hereof, all of which shall become effective on the Reliant Replacement Date set forth in the fourth WHEREAS clause above.

C.I.T. LEASING CORPORATION

By: Nancy A. Nardella

Name: Nancy A. Nardella

Title: Vice President

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: Nancy A. Nardella

Name: Nancy A. Nardella

Title: Vice President

MIDWEST GENERATION, LLC

By: _____

Name: _____

Title: _____

EDISON MISSION MIDWEST HOLDINGS, CO.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, CIT, MWG and Holdings have caused this Release and Termination Agreement to be duly executed on the date and year set forth in the opening paragraph hereof, all of which shall become effective on the Reliant Replacement Date set forth in the fourth WHEREAS clause above.

C.I.T. LEASING CORPORATION

By: _____

Name: _____

Title: _____

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: _____

Name: _____

Title: _____

MIDWEST GENERATION, LLC

By: PCG

Name: Paul Gracey

Title: Vice - President

EDISON MISSION MIDWEST HOLDINGS, CO.

By: PCG

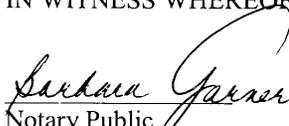
Name: Paul Gracey

Title: Vice - President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 1st day of August, 2002, before me personally appeared Nancy A. Nardella to me personally known, who, being by me duly sworn, says that she is the Vice President of C.I.T. Leasing Corporation (CIT), that the foregoing instrument was signed on behalf of the said CIT by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said CIT.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

[SEAL]

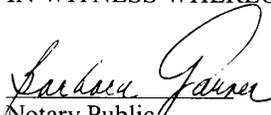
My Commission expires:

BARBARA GARNER
Notary Public, State of New York
No. 016A5065133
Qualified in Nassau County
Certificate filed in New York County
Commission Expires Sept. 3, 2002

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 1st day of August 2002, before me personally appeared Nancy A. Nardella to me personally known, who, being by me duly sworn, says that she is the Vice President of The CIT Group/Equipment Financing, Inc. (CIT/EF), that the foregoing instrument was signed on behalf of the said CIT/EF by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said CIT/EF.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

[SEAL]

My Commission expires:

BARBARA GARNER
Notary Public, State of New York
No. 016A5065133
Qualified in Nassau County
Certificate filed in New York County
Commission Expires Sept. 3, 2002

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On the 6th day of August, 2002, before me personally appears Paul C. Gracey Jr., to me personally known, who by me duly sworn, says that he/she is the Vice President of Midwest Generation, LLC (the "Company"), that the foregoing instrument was signed on behalf of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Maria L. Richmond
Notary Public OFFICIAL SEAL
 MARIA L. RICHMOND
 NOTARY PUBLIC, STATE OF ILLINOIS
[SEAL] MY COMMISSION EXPIRES 12/06/2005

My Commission Expires: 12/6/05

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On the 6th day of August, 2002, before me personally appears Paul C. Gracey Jr., to me personally known, who by me duly sworn, says that he/she is the Vice President of Edison Mission Midwest Holdings, Co. (the "Company"), that the foregoing instrument was signed on behalf of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Maria L. Richmond
Notary Public OFFICIAL SEAL
 MARIA L. RICHMOND
 NOTARY PUBLIC, STATE OF ILLINOIS
[SEAL] MY COMMISSION EXPIRES 12/06/2005

My Commission Expires: 12/6/05

Schedule 1

	Car Initial	Car #	New Car Initial	New Car #	Date Released from Northport
1	CWEX	2554	CEFX	44607	7/14/2002
2	CWEX	2558	CEFX	44611	7/14/2002
3	CWEX	2561	CEFX	44614	7/14/2002
4	CWEX	2564	CEFX	44616	7/14/2002
5	CWEX	2565	CEFX	44617	7/14/2002
6	CWEX	2569	CEFX	44621	7/14/2002
7	CWEX	2570	CEFX	44622	7/14/2002
8	CWEX	2572	CEFX	44624	7/14/2002
9	CWEX	2576	CEFX	44628	7/14/2002
10	CWEX	2581	CEFX	44632	7/14/2002
11	CWEX	2582	CEFX	44633	7/14/2002
12	CWEX	2583	CEFX	44634	7/14/2002
13	CWEX	2584	CEFX	44635	7/14/2002
14	CWEX	2585	CEFX	44636	7/14/2002
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Schedule 2

	Car Initial	Car #	New Car Initial	New Car #	Date Released from Northport
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84	CWEX	2721	CEFX	44766	7/19/2002
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93	CWEX	2739	CEFX	44784	7/19/2002
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95	CWEX	2745	CEFX	44790	7/19/2002
96	CWEX	2746	CEFX	44791	7/19/2002
97	CWEX	2747	CEFX	44792	7/19/2002
98	CWEX	2752	CEFX	44797	7/19/2002
99	CWEX	2754	CEFX	44799	7/19/2002
100	CWEX	2755	CEFX	44800	7/19/2002
101	CWEX	2756	CEFX	44801	7/19/2002
102	CWEX	2757	CEFX	44802	7/19/2002
103	CWEX	2758	CEFX	44803	7/19/2002
104	CWEX	2761	CEFX	44805	7/19/2002
105	CWEX	2767	CEFX	44811	7/19/2002
106	CWEX	2769	CEFX	44813	7/19/2002
107	CWEX	2771	CEFX	44815	7/19/2002
108	CWEX	2774	CEFX	44817	7/19/2002
109	CWEX	2776	CEFX	44819	7/19/2002
110	CWEX	2777	CEFX	44820	7/19/2002
111	CWEX	2778	CEFX	44821	7/19/2002
112	CWEX	2780	CEFX	44823	7/19/2002
113	CWEX	2783	CEFX	44826	7/19/2002
114	CWEX	2791	CEFX	44834	7/19/2002
115	CWEX	2793	CEFX	44836	7/19/2002
116	CWEX	2799	CEFX	44842	7/19/2002
117	CWEX	2800	CEFX	44843	7/19/2002
118	CWEX	2802	CEFX	44845	7/19/2002
119	CWEX	2804	CEFX	44847	7/19/2002
120	CWEX	2811	CEFX	44854	7/19/2002
121	CWEX	2812	CEFX	44855	7/19/2002
122	CWEX	2813	CEFX	44856	7/19/2002
123	CWEX	2814	CEFX	44857	7/19/2002
124	CWEX	2816	CEFX	44859	7/19/2002

Schedule 3

<u>Car Initial</u>	<u>Car #</u>	<u>New Car Initial</u>	<u>New Car #</u>	<u>Date Released from Rider 2</u>
CWEX	2592	CEFX	44642	7/19/2002
CWEX	2743	CEFX	44788	7/19/2002
CWEX	2794	CEFX	44837	7/19/2002